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AGREEMENT BETWEEN

**THE ALEXANDER LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

AND

THE ALEXANDER LOCAL EDUCATION ASSOCIATION

September 1, 2002 through August 31, 2005

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ARTICLE 1 -- RECOGNITION AGREEMENT AND NEGOTIATIONS PROCEDURE

- A. This agreement is the collective bargaining agreement between the Alexander Local School District Board of Education (the Board) and the Alexander Local Education Association (the Association).
- B. The Board recognizes the Association as the exclusive representative for the members of the bargaining unit, which shall consist of all full-time and regular part-time certificated staff members employed by the Board under a (regular) teaching contract and those certificated staff members who are employed by the Board to fill a vacancy caused by another staff member who is to be on leave of one hundred and twenty (120) or more contractual days in a given school year upon completion of sixty (60) consecutive contractual days of service in the same position. Regular part-time certificated staff members are those who are contracted to work on a regularly scheduled basis.
- C. Employees excluded from the bargaining unit include: superintendent; assistant superintendent(s); administrative assistants or specialists; treasurer; principals; assistant principals; tutors working fewer than seven (7) hours per day; casual substitutes; non-certificated; and any other confidential, supervisory or management level employees as defined in Section 4117.01 of the Ohio Revised Code. All other full-time and regular part-time certificated employees shall be included in the bargaining unit. For the purpose of this paragraph, tutors are those certificated employees who work on an hourly basis, as needed providing instruction supplemental to that provided by the regular classroom teacher.
- D. Negotiations Procedure
 - 1. Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedures which supersede the procedures listed in Section 4117.14 (C) (2)-(6) and any other procedures to the contrary.
 - 2. If either party wishes to terminate, modify, or negotiate a successor agreement, it must serve written notice of that intention upon the other party not less than sixty (60) days prior to the expiration of this agreement. Upon timely service of such notice, the parties shall collectively bargain in good faith to reach a successor agreement. At the first bargaining session both the Association and the Board shall submit their topical listing of proposals for a successor agreement. Neither party may submit additional proposals unless the other party agree.
 - 3. If no agreement is reached by the fourteenth (14th) calendar day preceding expiration of this agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.

4. When tentative agreement on a successor contract is reached by the representatives, it shall be submitted to the Association within seven (7) days for ratification. Upon ratification by the Association, the Board shall meet within seven (7) days thereafter to consider ratification of the contract.

ARTICLE 2 -- EQUAL RIGHTS CLAUSE

The parties to this agreement jointly pledge that provisions of this agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex or national origin.

ARTICLE 3 -- DURATION OF CONTRACT

- A. This agreement shall be effective September 1, 2002, and shall remain in effect until August 31, 2005, at which time it shall expire. In the event the Board and Association fail to secure a successor agreement prior to the expiration date of this agreement, the parties may mutually agree in writing to extend this agreement for any period of time.
- B. Nothing herein contained shall limit the Alexander Local Board of Education or any agent acting in its behalf from its exercise of the regular functions of management, including but not limited to, the making of policies, rules and regulations governing the employees within the bargaining unit as it deems advisable, so long as such policy, rule or regulation is not in conflict with any provision of this agreement.
- C. This agreement supersedes and cancels all previous agreements, verbal or written, between the school district and the Association, and constitutes the entire agreement between the parties.

ARTICLE 4 -- RIGHTS OF THE ASSOCIATION

- A. The President of the Association or his/her designees shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the school principal and shall not interrupt the teacher's regular duties.
- B. The Board shall make available to the Association the names and addresses of all new teachers within one (1) week after the official Board action employing such new teachers.
- C. Such information shall be only for the use of the Association.

- D. Bulletin board space shall be made available to the Association in each school which has a bulletin board for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board. All materials so posted shall be signed by an officer or building representative of the Association.
- E. Representatives of the Association shall be permitted to transact Association business on school property. Such business shall not interfere with pupil/teacher contact.
- F. Upon approval of the principal, the Association Building Representative or his/her designees may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use. The cost of any expendable materials shall be paid by the Association.
- G. Representatives of the Association shall be permitted to use designated telephones in each building to carry out Association business. Any fee or toll call charge shall be reimbursed to the Board by the Association.
- H. Adequate release time with pay and a substitute teacher shall be provided to accomplish the following:

President of the Association or his/her designee and the grievant shall be given release time for grievance hearings at each step of the grievance procedure when the hearing is held during the school day.
- I. Upon written request by the Association President or his/her designee, copies of the following forms, if completed, will be provided: appropriations, budget and training and experience grids. Such copies shall be provided to the President of the Association no later than two weeks after receipt of written request for such forms.

ARTICLE 5 -- BOARD MINUTES

Copies of the Board Meeting Agenda will be provided for the Association President or his/her designee and to one designated representative in each building. Copies of the approved minutes of the previous meeting will be provided to the Association President or his/her designee not later than three (3) working days following each regular Board of Education meeting.

The President of the Association or his/her designee shall notify the Superintendent of the names of the designated building representatives at the beginning of the school year.

ARTICLE 6 -- LENGTH OF SCHOOL YEAR AND DAY

- A. Each high school and junior high school teacher shall have a minimum of one (1) preparation period per day during the pupil contact time. Each middle school and elementary teacher shall have a preparation period equivalent to any special teacher assignment time. Planning time shall be consecutive in nature.
- B. Each teacher shall have thirty (30) minutes of duty-free lunch period each day. This time shall be consecutive in nature.
- C. The length of each school day for the instructional staff shall be seven (7) hours including lunch with the exception of the two (2) conference days. Conference days shall be divided into two (2) sets of Thursday evening and Friday morning conferences, each lasting three and one-quarter (3 1/4) hours. The specific dates for the conferences shall be set according to the school calendar.
- D. The length of each school year shall not exceed one hundred eighty-three (183) days, including two (2) report days, the equivalent of two (2) conference days, and seven (7) in-service hours.

The parties agree that for the duration of this contract, the memorandum in the appendix of this agreement shall supercede D. This is a pilot program for inservice planned by the Professional Development Committee.

- E. If the allotted amount of calamity days allowed by the standards set down by the State Department of Education are exceeded, and days are to be made up, they shall not be made up during a set vacation time. All additional days that are needed to be made up shall be added onto the Alexander Local School District year, but shall be completed by and not exceed the 30th of June.
- F. For years 2002-03 and 2003-04 only, if the number of days to be made up exceeds ~~ten (10)~~ five (5), set vacation time may be used.

ARTICLE 7 -- SCHOOL CALENDAR

The administration of the Alexander Local School District will gather input from teachers and develop a school calendar.

ARTICLE 8 -- CURRICULUM

The Board of Education will continue to comply with the Ohio Revised Code with regard to curriculum.

ARTICLE 9 -- SPECIAL SERVICES

A. Parent Teacher Conferences and Special Education Meetings

When a special education teacher or a teacher with a mainstreamed student is required to participate in a conference, review, evaluation, re-evaluation, or any meeting as a result of the need to fulfill the provisions of P.L. 94-142 and other similar state and federal regulations and standards, the meetings will be scheduled whenever possible during the employee's work day.

B. Medication and Medical Functions

No teacher shall be required by the employer to dispense or administer medication or perform any other medical function, except for school nurses and athletic trainers. If a teacher voluntarily does so, a release will be obtained from the parents.

C. The Writing and Development of "Individualized Educational Programs"

In conformity with the intent of the regulations and standards adopted for the implementation of P.L. 94-142, no employee shall be evaluated solely based on his/her writing, development, or student attainment of the goals outlined in any Individualized Educational Program.

D. Released Time for Testing, Observation, and Development of Individualized Educational Programs

Upon approval of the Superintendent, special education teachers will be granted reasonable release time with substitutes to conduct necessary testing and writing of IEPs and/or duties in accordance with state and federal mandates as specified in the State of Ohio Special Education Standards and Federal Law, P.L. 94-142:

1. To perform required assessment, observation and/or development of an Individualized Education Program for a student who has been referred for special education services.
2. To do pre-testing, post-testing, and development and writing of Individualized Education Programs, and performing related duties as in accordance with P.L. 94-142.

The special needs teacher will give regular education teachers not less than twenty-four (24) hours advance notice when the special education student must remain in the regular classroom or other assigned location during the time usually scheduled for special education classes. The special needs teachers will provide the student with work to do at such times.

E. Classroom Visitation Policy

When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an Individualized Education Program or regular program, the scheduling of such visitations shall be through the building principal, and with prior knowledge of the affected employee. Under usual circumstances, notice will be at least twenty-four (24) hours.

ARTICLE 10 -- ELEMENTARY SPECIALISTS

The Board agrees to maintain Elementary Specialists to keep our school system in line with State recommended standards.

ARTICLE 11 -- IN-SERVICE TRAINING

The Board and Association recognize that a program of inservice education is essential to improve instruction in the district. Therefore, the Superintendent will seek volunteers to serve on a permanent professional development committee as follows: one teacher from the junior high, two high school teachers, two middle school teachers, two elementary teachers, one special education teacher, one LPDC member, and one administrator.

They will set goals and objectives for professional development. They shall identify expertise within our own district, explore options for released time to train, examine possibilities for stipends for the committee and presenters, and collect information on professional development for teachers. The professional development committee shall work closely with the LPDC to coordinate activities that will meet the goals of the district Continuous Development Plan and the personal professional needs of the teachers.

At least Five Hundred Dollars (\$500.00) shall be made available for the inservice committee to pay expenses of inservice activities.

ARTICLE 12 -- COMPLAINTS AGAINST TEACHERS

Communication between the community, parents, students and the school should be such that most complaints can be resolved in a professional, friendly atmosphere.

Various means should be used to resolve general complaints before they become formal complaints. Conferences between the parties involved will resolve most complaints. If a specific complaint is made against a teacher, that teacher will be notified and given an opportunity to discuss said complaint with the appropriate administrator(s).

Conferences between teacher, pupil, parents, principal and other appropriate staff should be pursued before using the formal procedures as outlined below.

If the conferences do not resolve the problem, the principal shall file a written summary of the conference and submit it to the Superintendent. The principal shall give a copy of the written summary to the teacher.

If no written summary is filed, the matter shall be considered closed.

If further action is desired, the complaint shall be handled in the following manner:

- A. The complainant or teacher, if either requests, shall meet with the Superintendent.
- B. If the Superintendent is unable to resolve the complaint in a satisfactory manner to the parties involved, the complaint will then be referred to the Board of Education with a copy of the principal's summary and a copy of the Superintendent's summary of the conferences held by him.
- C. The complaint will then be forwarded to the Board prior to the meeting in which it will be discussed. Such discussion will be held in executive session.

In steps A-B-C, of the formal procedure, the teacher involved may be accompanied by counsel and/or representative of his/her choosing.

Any complaint regarding a member of the bargaining unit made to any member of the administration by any parent, student or other person, which is used in any manner in evaluating the individual, will be promptly investigated and called to the attention of the member of the bargaining unit. The member of the bargaining unit will be given an opportunity to respond to and/or rebut such complaint.

ARTICLE 13 -- CONTRACTS

The Board shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.

Subsection 1 -- Any agreement to act as supervisor for extracurricular activities for which there is additional compensation is to be paid by supplemental contract.

Subsection 2 -- Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to July 10 of a change in assignment. Teachers who qualify will be given preference on the basis of seniority of assignment to positions in existing programs which become open. Persons involved in any change will be consulted before changes are made on his/her contract. Any teacher involuntarily transferred shall not be subject to a decertification action by the Board of Education or administration under Ohio Revised Code Section 3319.15.

Subsection 3 -- In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the Alexander Local School District, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

Subsection 4 -- All teachers employed in the Alexander Local School District shall have a total of twenty-six (26) or twenty-seven (27) pays, on every other Friday depending on the school calendar. Upon adoption of the school calendar, the need for 27 pays will be determined and staff will be notified by the Treasurer at that time. If the pay date should fall during a vacation and/or holiday period, the teachers will be paid on the last day before the holiday/vacation that school is in session. Each check and stub will include month, day and year. Direct deposit of paychecks is available to employees who inform the Treasurer in writing of their desire to initiate direct deposit by October 1 for the regular school year and May 1 for summer months. Once an employee signs up for direct deposit it will remain in effect until the employee gives the Treasurer written notification that it should be discontinued.

Subsection 5 -- In performing his professional duties, the teacher agrees to abide by and maintain the applicable laws, and existing rules and regulations of the Board of Education.

Subsection 6 -- Each teacher, before signing a contract shall have been notified as required by Section 3307.58 of the Ohio Revised Code as to his duties and obligations pertaining to the State Teachers Retirement System as a condition of his employment.

Subsection 7 -- The President and Treasurer of the Board of Education, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties has been made available to the teacher.

Subsection 8 -- Teachers who have obtained tenure in another Ohio school district will be offered a two (2) year contract the first year of employment. Upon successful completion of this contract, said teachers will be granted a continuing contract as specified by Ohio contract law.

Subsection 9 -- Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year contract upon initial employment. After the successful completion of this contract such teachers will be offered another one (1) year contract. After the successful completion of this contract, such teachers shall be offered a third one (1) year contract. If at the end of this time, such teacher is eligible for tenure, he/she will be offered a continuing contract, or a limited contract of one (1) year's duration along with a written explanation relating to the teacher's professional improvement. (The parties intend for this sentence to supersede any contrary language in the Ohio Revised Code pertaining to the award of "extended limited" contracts in this particular situation.) If the teacher successfully fills this limited contract, he/she will be offered a continuing contract. At the end of the third one (1) year contract which is successfully completed by the teacher, such teacher shall be considered non-probationary and be offered a two (2) year limited

contract. At the end of this contract the teacher will be offered limited contracts of three (3) years duration until he/she is eligible for tenure.

When a teacher qualifies for a continuing contract according to law (even during a multi-year contract) he/she shall notify the Board of such and be given consideration by the Board for continuing contract status.

Subsection 10 -- Credit for years of public school teaching experience outside the Alexander Local School District shall be granted in full up to ten (10) years for salary purposes of this provision, shall include teaching experience in all public schools, teaching experience in accredited armed forces and U.S. State Department Dependency Schools and teaching experience in the Peace Corps and VISTA.

ARTICLE 14 -- MEDICAL EXAMINATION

For the protection of children, the Board of Education may require of any employee a health certificate from a physician. The employee has the right to select the physician. The health certificate, if required, shall be filed in the office of the Superintendent. The Board of Education shall bear the cost.

ARTICLE 15 -- SALARY SCHEDULE

The base salary for the 2002-2003 contract year shall be \$25,220; contract year 2003-2004 shall be \$26,166 and contract year 2004-2005 shall be \$27,082. The indexes and salary schedules are contained in Appendix A.

ARTICLE 16 -- MILITARY

The Board agrees to enter veterans on the pay scale according to their years of service in the military up to and including five (5) years. Eight (8) months or more of service will be equal to one (1) full year of service.

ARTICLE 17 -- SUPPLEMENTAL CONTRACTS

Bargaining unit employees shall be compensated for supplemental duties according to the supplemental salary schedule contained in Appendix C. All supplemental contracts are effective only for one school year. All bargaining unit employees interested in a supplemental position(s) must apply in writing during the month of April. All fall sports positions will be posted in November and filled in December. All bargaining unit employees who are going to be recommended by the Superintendent for supplemental positions will be recommended at the May Board of Education meeting except for the following spring activities:

Academic: Head Yearbook Advisor
Assistant Yearbook Advisor
Junior Class Advisor
Assistant Junior Class Advisor
Senior Class Advisor
Assistant Senior Class Advisor
National Honor Society Advisor
Junior High Yearbook Advisor

Athletic: Head Softball Coach
Reserve Softball Coach
Head Baseball Coach
Assistant Baseball Coach
Reserve Baseball Coach
Head Track Coach
Assistant Track Coach

All bargaining unit employees who are going to be recommended by the Superintendent for the above-listed spring activities will be recommended at the June Board of Education meeting. Criteria for supplemental positions will follow the criteria set forth in Article 29, Section A (7) except that the Superintendent has the discretion to determine that a bargaining unit applicant(s) is not qualified or is not the best candidate for a particular supplemental position.

The categories contained in Appendix C represent percentages of the base salary for that year. The Board reserves the right to split the amounts and the duties of a supplemental position among two (2) or more people if the administration and the employees involved believe it is advisable to do so. Supplemental salaries shall be paid at three times during the school year, at the end of the fall, winter, and spring seasons. Payments shall be made in a separate check.

ARTICLE 18 -- PAY FOR EXTRA DUTY

A staff member may be requested by the building principal to assume the responsibilities of teaching a class or taking over fifty percent (50%) of a class in a study hall in lieu of a substitute teacher. The teacher will be responsible for turning in a time sheet noting the periods taught. The principal will keep a record of those staff members who have waived their planning period and is not to request the same staff member to waive his planning period until all other qualified staff members have been asked to do the same. Teachers will be paid at the rate of Eighteen Dollars (\$18.00) per class taught.

If no teacher agrees to waive their planning period, then the principal may assign a teacher to assume the responsibilities. A record will be kept of such assignments and the assignments will be rotated evenly among those teachers available on a planning period, provided no teacher shall be so required if such waiver shall place such teacher in violation of state minimum standards; further provided that no teacher shall be so assigned more than eight (8) times per semester.

**ARTICLE 19 -- TRANSPORTATION REIMBURSEMENT FOR TRAVELING
TEACHERS**

Teachers who have regular assignments in more than one building or by nature of their assignment require travel during their regular day, shall be reimbursed at a rate of thirty-two cents (\$.32) per mile. Mileage will be measured daily from the first school to the final school. Teachers shall submit travel vouchers by the 5th of each month, and will be paid no later than the 20th of the month.

ARTICLE 20 -- INSURANCE PROGRAM

The Board shall offer employees a two tiered health insurance program. Teachers will be asked to choose between the PPO Plan and Current Indemnity Insurance by November 2, 1998. Current insurance will not change until the PPO Plan takes effect.

A. Tier 1:

PPO Plan with Prescription Drug

Board pays 85% of family rate

Employee contribution \$76.89 per month

Board pays 95% of single rate

Employee contribution \$9.59 per month

Tier 2:

Present Indemnity Plan plus Prescription Drug

Board will contribute \$435.71 (85% of PPO Plan) of the family plan with the employee contributing \$124.00 for a total of \$559.71 per month.

Board will contribute \$182.26 (95% of PPO Plan) of the single plan with the employee contributing \$84.93 for a total of \$257.19 per month.

- B. The Board will pay a pro-rata share of the premium for part-time teachers who are working at least half-time.
- C. Term life insurance coverage in the amount of Thirty Thousand Dollars (\$30,000.00). Said coverage to include double indemnity for accidental death and dismemberment. The Board shall allow individual employees to purchase additional amounts of coverage through payroll deductions, providing the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.
- D. The actual coverage distribution set forth in Item A (1) above will be attached to this contract and incorporated herein as Appendix B.
- E. The Board of Education has the right to place the insurance contracts with another carrier so long as the coverage is comparable to the present coverage.

ARTICLE 21 -- AUTHORIZED PAYROLL DEDUCTIONS OF PROFESSIONAL DUES AND FEES

Deductions of yearly dues and/or fees may be authorized for payroll deduction to the Treasurer by any teacher for any of the following:

- A. Alexander Local Education Association
- B. South Eastern Ohio Education Association
- C. Ohio Education Association
- D. National Education Association
- E. Departments of the Ohio Education Association as found on their yearly enrollment form
- F. Health Insurance
- G. Savings Bonds
- H. Annuities
- I. Credit Unions
- J. United Way
- K. IRA
- L. OEA Fund for Children and Public Education
- M. Retirement service credit purchase, in accordance with STRS regulations
- N. Alexander Future Foundation

OEA Fund for Children and Public Education and dues shall be deducted beginning with the first pay period in October and continuing for a total of twelve (12) pay periods. Except for unusual circumstances, the Treasurer shall forward the deductions to the Association Treasurer no later than five (5) working days after each pay.

ARTICLE 22 -- FREE ADMISSION TO SCHOOL ACTIVITIES

Teachers and their significant other shall have free admission to all school related activities and functions with the exception of state sponsored tournaments, charitable activities, or activities which are money raising projects for students. In the case of student money raising projects, only the activity sponsors are to be admitted free.

ARTICLE 23 -- SEVERANCE PAY

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

A. Eligibility

An employee's eligibility for severance pay shall be determined as of the final date of employment. The criteria are:

1. The individual retires from the school system.
2. Service retirement is retirement under any state or municipal retirement system in this state.
3. The individual must within one hundred twenty (120) days of last day of employment prove acceptance into the retirement system by having received and cashed his/her first retirement check.
4. Must sign for severance check certifying all eligibility criteria have been met.

B. Benefit Calculation

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

1. Multiplying the employee's accrued but unused sick leave by one-third (1/3).
2. Multiplying the product times the per diem rate of pay appropriate for that individual's placement on the base salary schedule.
3. The amount of the benefit calculated in steps one and two shall not exceed the value of seventy-two (72) days.

Receipt of payment for accrued but unused sick leave shall eliminate all sick leave credit accrued by the employee.

- C. A bargaining unit member who dies and who has five (5) or more years service in the district shall be eligible for the severance pay. The amount of severance pay shall be paid in a lump sum to the estate within thirty (30) days of death.
- D. An additional sum of One Thousand Five Hundred Dollars (\$1,500.00) will be paid to any employee who retires after a total of fifteen (15) years service to Alexander Local School District, and who has accumulated a minimum of two hundred (200) days of unused sick leave.

ARTICLE 24 -- LEAVE PROVISIONS

A. Association Leave

1. The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days each for two (2) delegates.
2. Any Association member who is elected or appointed to the governing body of OEA shall be granted leave with pay to attend meetings of such body. Such leave shall not exceed ten (10) days per year and shall not be counted as part of the Association leave as outlined in part 1 of this policy.
3. The Association will be granted a total of two (2) additional days for other activities related to Association business.

4. If a statewide lobbying day is called, the Board will release at least two members per building, or a total of eight (8). This provision applies to a maximum of one day per year.

B. Jury Duty and Compulsory Court Leave

When it becomes necessary for a teacher to accept jury duty, or the teacher has been subpoenaed to court, the teacher shall notify their building principal as soon as possible of such duty. Such leave shall not be deducted from any other type of leave.

When granted such leave, the teacher shall be replaced by a qualified substitute according to Board-adopted policy.

C. Military Leave

Military leave will be granted to teachers pursuant to Ohio Revised Code. Benefits will be granted as maximum allowable by law.

D. Personal Leave

Three (3) personal days per school year will be granted to all full-time certified professional personnel. Personal leave will not need justification or explanation by the member, but the member will notify the principal of his/her intent to take such leave at least three (3) work days in advance, except in the event of an emergency. Personal leave will not be used during the last two (2) weeks of school, except in the event of an emergency. Such leave may be used for any purpose of conducting business or personal matters which are not able to be accomplished at any other time.

Personal leave shall not be granted on a single day to more than the indicated number of teachers in any building listed below:

High School	4
Elementary (K-3)	4
Jr. High (7-8)	2
Middle School (4-6)	3

For the year 2004, personal leave shall not be granted on a single day to more than the indicated number of teachers in any building listed below:

High School	4
Middle School	3
Elementary	6

1. Teachers taking personal days adjoining a holiday must notify the principal two weeks in advance in order that a substitute may be hired.

2. In the event of an emergency, the administration may grant personal leave to teachers exceeding the above limits per building.
3. Each member who has three (3) or less days of chargeable absences against sick leave and/or personal leave shall be reimbursed on the following schedule. For purposes of calculation, dock days will be counted as absences. An employee who has:
 - a. No days of sick leave and/or personal leave used during the school year shall receive Three Hundred Dollars (\$300.00).
 - b. One (1) or two (2) days of sick leave and/or personal leave used during the school year shall receive Two Hundred Fifty Dollars (\$250.00).
 - c. Three (3) days of sick leave and/or personal leave used during the school year shall receive Two Hundred Dollars (\$200.00).
4. To be eligible, a member must have been employed for the full school year. Half-time members shall receive one-half (1/2) of the above amounts.
5. Jury duty or compulsory court leave or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.
6. Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.
7. This incentive pay shall be paid in a separate check no later than August 15 following the close of each school year that this plan is in effect.
8. Members who do not qualify for the incentives in Section D(1) above and who have unused personal leave at the end of the year will have that unused personal leave converted to sick leave on a one-to-one basis.

E. Pregnancy Disability Leave

1. Leave Rights

Teachers may use sick leave for absence due to pregnancy. Teachers for whom sufficient sick leave is not available to cover the period of disability due to pregnancy as hereafter defined, shall be entitled to unpaid leave of absence for that portion of the period of disability not covered by sick leave. Pregnancy disability leave shall be granted upon receipt of a statement by the employee's attending physician. The leave shall terminate upon receipt of a release from the employee's attending physician.

2. Application for Leave

Application for leave of absence due to disability caused or contributed to by pregnancy shall be in writing. This application should be filed as soon as possible.

3. Employer-Initiated Leave

Any employer-initiated leave shall be in accordance with the Ohio Revised Code.

4. Rights While on Leave

Teachers on leave due to pregnancy disability shall be entitled to full fringe benefits and shall be entitled to reinstatement at the expiration of the period of disability to the same or similar class assignment, teaching assignment, building assignment, or supplemental duty assignment, if any, as held immediately prior to the disability leave.

5. Contract Rights

Use of pregnancy disability leave shall not be grounds for termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or supplemental duties.

6. Paternity Leave

Paternity leave will begin the day of childbirth and continue as long as recommended by the woman's attending physician. If sufficient sick leave is not available to cover the recommended period of time, he would be eligible for unpaid leave of absence for that portion of time.

F. Maternity Leave

1. Leave Rights

A teacher who is pregnant or adopting a child shall be entitled to a leave of absence without pay for maternity reasons to begin at any time between (a) the commencement of pregnancy, or in the case of adoption, the receipt of custody; and (b) one (1) year after the child is born or adopted. Such leave shall be for a one (1) year period and may be extended for an additional school year upon application for extension.

2. Application for Leave

Application for maternity leave shall be in writing.

3. Reinstatement Rights

Upon return from approved maternity leave, the teacher shall be entitled to reinstatement to the same position which she held prior to the leave or to the substantially equivalent position for which the teacher holds valid unexpired certification.

4. Contract Rights

Use of maternity leave shall not be grounds for termination, nonrenewal, or failure to issue any limited or continuing contract, whether for regular teaching duties or supplemental duties.

G. Professional Leave

A teacher may be granted leave with pay for attendance at meetings or conferences of an instructional nature, or visitation that can benefit in improving said teacher's instructional abilities. The granting of such leave shall be at the discretion of the Superintendent or designee. Such discretion shall not be unreasonably withheld. Release time for such meetings shall be at the discretion of the immediate supervisor. Requests should be made to the building principal as far in advance as possible, but in no event less than three (3) days prior to the meeting or conference unless it is due to circumstances beyond the applicant's control.

H. Sick Leave

Sick leave credit shall accumulate at the rate of one and one-quarter (1 1/4) days per month and at the maximum of fifteen (15) days per year.

Each beginning teacher shall be granted a minimum of five (5) days sick leave upon employment by the Board.

Any teacher transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency. Unused accumulation shall be reported to each teacher by the Treasurer of the Board at the beginning of each year. A statement explaining illness or reason for absences of five (5) or more consecutive days require a doctor's statement and shall be turned in to the principal on the regular sick leave statement. A teacher may at his/her discretion use sick leave absence due to personal illness, injury, exposure or contagious disease which could be communicated to other employees or children, and absence due to illness or deaths in the immediate family. Such leave shall be limited to the maximum sick leave accumulated by the teacher. After five (5) consecutive days of personal illness, a doctor's statement must be turned in to the principal. For purposes of this policy, immediate family shall include father, father-in-law, mother, mother-in-law, grandparents, brother, sister, husband, wife, child, aunt,

uncle, niece, nephew, grandchildren, cousins, children-in-law, siblings-in-law, anyone living in the immediate household, or other unusual family or personal responsibility with respect to illness or death, with the Superintendent's approval.

I. Assault Leave

An employee shall be granted assault leave in the event that said employee is absent due to physical disability resulting from an assault which occurs in the course of Board employment. In no event shall assault leave extend beyond twenty (20) working days.

An application for assault leave shall be on prescribed forms supplied by the administration and shall be signed by the employee and the licensed physician of the employee.

Assault leave granted under this policy by the Superintendent shall not be charged against sick leave earned, or leave granted under other leave policies adopted by the Board of Education.

To qualify for assault leave, in addition to the items set forth above, the employee must file a claim with the Bureau of Workers Compensation. All medical payments shall be applied for through the Bureau of Workers Compensation. If Workers Compensation benefits are granted, the amount of these benefits shall be subtracted away from the assault leave benefits (per diem rate of pay) paid by the Board of Education.

If an employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, assault leave benefits shall end on the effective date of his/her retirement.

The employee agrees to discuss the advisability of filing charges against the person who assaults him/her with the administration, local police authorities, and/or prosecutor.

J. Sabbatical Leave

The Board hereby provides sabbatical leave to the provisions stated and in keeping with the provisions of Ohio Revised Code Section 3319.131.

A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and prorated fringe benefits for up to one (1) school year. The only grounds for refusal of a sabbatical shall be the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board. Denial or request will be accompanied by written reasons. Such leave shall be according to the following provisions:

1. A member of the instructional staff shall have had five (5) years of educational experience in the system.

2. A plan of professional improvement during the period the sabbatical leave is requested shall be required.
3. The part salary shall be the difference between the employee's regular salary and the cost of the teacher hired to replace the employee.
4. No more than five percent (5%) of the instructional staff shall be granted sabbatical leave at one time.
5. The Board shall arrange a replacement teacher (for instructional staff members on sabbatical) according to Board policy.
6. Additional sabbaticals may be made available to members of the instructional staff after completion of five (5) years additional teaching experience, and no other eligible teacher having filed a request for such leave
7. Members of the instructional staff returning from sabbatical shall be returned to the same assignment or equivalent position in area of certification held prior to such leave.
8. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.
9. Any teacher having less than twenty-five (25) years teaching experience in Ohio shall agree to return to the Alexander School District for a period of no less than one (1) year upon the completion of the leave granted herein.
10. Sabbatical leave will not represent any additional cost to the Board of Education.

K. Duration of Long-Term Leave

All long-term leave, including pregnancy disability leave and sabbatical leave, shall end at the end of the school year unless the Superintendent is notified in writing, prior to April 1 of the school year during which the leave occurred, of the teacher's intent to continue the leave into the next school year if authorized by other provisions of this agreement.

L. Unpaid Leaves of Absence

Requests for unpaid leaves of absence that are not addressed by the provisions of this Article are governed by the Ohio Revised Code. A teacher who is on an approved unpaid leave of absence solely due to illness or other disability of said teacher or immediate family member shall retain the right to be reinstated, upon return from such leave, to the same position held prior to the leave. A teacher who is on an unpaid leave of absence for any other reason, including leave to be with a child, is not entitled to automatic reinstatement to the same position held prior to the leave, and is subject to assignment to another position for which the

teacher holds valid certification.

Teachers whose unpaid leave expires at the end of a school year must notify the Superintendent in writing no later than April 1 of that year whether they intend to return from unpaid leave at the beginning of the next school year. Failure to timely notify the Superintendent of their intent pursuant to this section will be considered to be the teacher's resignation of his/her employment with the Board.

M. Catastrophic Leave

A bargaining unit member who, for catastrophic reasons, has a genuine need to receive additional paid leave not otherwise available to him or her under the Negotiated Agreement may, upon the approval of both the Superintendent and president of the Association, be provided additional sick leave days, either by way of advancement or, if approved, by way of transfer from one or more other bargaining unit members. Additional sick leave days awarded by advancement shall be deducted from the member's future accrued sick leave. Sick leave days awarded by transfer from another member will include written authorization from the transferring member directing the District Treasurer to deduct the number of days transferred from the transferring member's accrued sick leave balance. No employee will be permitted to donate more than two (2) days *per request*.

The decision to grant or to deny any request for catastrophic leave will be made on a case-by-case basis and shall not be subject to the grievance procedure. Neither the granting nor denial of any request for such leave shall be considered precedent for any future catastrophic leave request.

This leave is not intended to substitute for a members application for Disability Retirement. Members contributing days will not be penalized under Article 24, Item 3 Personal/Sick Leave Bonus.

ARTICLE 25 -- PROFESSIONAL MEETING FUND

An amount of money, not less than Fifteen Thousand Five Hundred Dollars (\$15,500.00) for school year 2002-2003, Sixteen Thousand Five Hundred Dollars (\$16,500.00) for school year 2003-2004, and Seventeen Thousand Five Hundred Dollars (\$17,500.00) for school year 2004-2005; shall be allocated for use in the Professional Meeting Fund account for activities which are aligned with the Continuous Improvement Plan (CIP) and/or the Local Professional Development Committee (LPDC). This money shall be used for the purpose of certificated teachers within the bargaining unit to attend professional meetings, workshops or school visitations. An amount of money shall be allocated for each year during the term of this agreement. The term "professional leave" shall not include trips when the applicant accompanies students to activities such as meetings and competitions.

For the 2002-2003 school year the Professional Meeting Fund shall be allocated to each building (Elementary, High School, Middle School, Junior High) on a 34%, 28%, 23% and 15% ratio, respectively, at the beginning of each year. Starting 2003-2004 and 2004-2005 school year, funds shall be allocated to Elementary, High School and Middle School on a 49%, 28% and 23% ratio. Money for each school that is unencumbered at the end of the first semester shall revert to one general fund and be allocated on a first-come, first-serve basis district wide.

The applicant shall be reimbursed for his/her actual and necessary expenses as follows:

Registration fee: one hundred percent (100%).

Lodging: not to exceed Sixty-five Dollars (\$65.00) per day, except as indicated below.

Meals: not to exceed Twenty-five Dollars (\$25.00) per day.

Travel: at thirty-two cents (\$.32) per mile.

Itemized statements must be submitted for reimbursement with all receipts attached.

For purposes of the Venture Capital, Pacesetter and Raising the Bar grants, a unit member is eligible for reimbursement for the actual cost, at the conference rate, of a standard room at the hotel the conference is being held at, not to exceed \$125. If the room rate exceeds \$125, the unit member may request approval for the excess amount from the Superintendent. Rooms must be shared if more than one unit member of the same gender is attending the same conference.

Any unused funds left at the end of the school year will roll over to the following school year.

ARTICLE 26 -- REPRIMAND OF PROFESSIONAL STAFF

The Board of Education agrees and understands that each professional staff person shall have the opportunity to be accompanied and/or represented by a representative of his/her choice at any meeting in which disciplinary action against the employee is being discussed. For the purpose of this article, disciplinary action shall be deemed to mean written reprimand, suspension of assigned duties or contract termination.

The meeting may be with the principal, immediate supervisor, Superintendent or Board of Education.

Except in cases of urgent necessity, the Board further agrees that no employee will be reprimanded verbally or otherwise in the presence of any other employee, students, parents of students or any non-certificated employee.

If the employee is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the employee is given sufficient time to secure representation, provided that such meeting shall not be delayed longer than three (3) working days, unless mutually agreed to by the principal, immediate supervisor, Superintendent or Board of Education.

A teacher will be issued a verbal warning prior to receiving a written reprimand for a similar offense; however, it is recognized that certain offenses are serious enough to warrant the issuance of a written reprimand without having first issued a verbal warning. It is understood that verbal warnings will also be documented and placed in the teacher's personnel file, and shall include a brief description of the offense. Any discipline issued under this Article shall not be arbitrary or capricious and the teacher shall have the right to grieve warnings or reprimands based on fairness, accuracy, and timeliness.

ARTICLE 27 -- EVALUATION POLICY

The Alexander Board of Education hereby establishes provisions for appraising members of the instructional staff. All staff members present by the end of the first orientation day shall be informed of the evaluation procedure. It will be mandatory that teachers up for contract renewal shall receive at least two (2) evaluations using Methods A, B, or C listed under Methods, with at least one (1) formal evaluation conducted during the first semester. All teachers hired starting school year 2002-2003 will be evaluated using the evaluation form labeled Praxis in the Appendix of this Agreement. All teachers will be subject to an annual evaluation.

METHODS:

Methods for appraisal of the instructional staff shall include the following:

- A. Informal Conference(s)
- B. Unannounced Observations
- C. Formal Evaluation

INFORMAL CONFERENCES(S):

The principal will observe the staff member periodically, confer with the employee regarding aspects of his/her professional service, and make note of specific problem areas as determined by the above. Observations may cover all aspects of a staff member's professional service including attitude and working relationship with other employees.

UNANNOUNCED OBSERVATIONS:

The principal as an evaluator must have the freedom to enter any classroom he/she chooses as long as this does not unreasonably interrupt the classroom situation. The teacher must be assured of the cooperation that will most effectively get the job done. Teachers will be shown those observation reports that will be placed in their file. The teacher will sign and date each report, with the teacher having the right to attach a rebuttal.

FORMAL EVALUATION:

At least one (1) formal evaluation will be granted in the course of a school year if requested by either the teacher or principal. The characteristics of formal evaluation will be as follows:

- A. Advance understanding of at least twenty-four (24) hours as to time and place;
- B. A written assessment of observations with following attached forms;
- C. A general statement by both the teacher and principal (or evaluator); and
- D. Time to incorporate recommended changes prior to any future formal evaluations.

SUPERSEDES LAW

The parties intend, to the fullest extent permitted by law, for the evaluation procedures and requirements contained in this Article to supersede and take the place of any and all evaluation procedures and requirements contained in the Ohio Revised Code.

PROFESSIONAL STAFF EVALUATION
(THIS INSTRUMENT TO BE USED FOR EVALUATION METHODS A, B OR C)

Staff Member _____ Teaching Assignment (Grade) _____

Date of Observation _____ Date of Conference _____

1. Specific areas showing greatest growth or sustained high performance during the period since the last evaluation include:

2. Specific areas which require additional attention:

3. Evaluator's suggestions for improvement in areas requiring additional attention:

Additional comments by reviewer:

Additional comments by staff member:

Teacher's Signature

Evaluator's Signature

Date

Date

PRAXIS EVALUATION FORM

Teacher: _____

Observer: _____

Evaluator signature: _____

Classes:

Pre-observation conference date:

Observation date(s)/time(s):

Symbols: U-unsatisfactory
B-basic
P-proficient
D-distinguished
NO-not observed, need more information/documentation
*-comment made in a previous observation report

Please note: Components which cannot be observed or need further documentation will be assessed when the information is made available or at the post-conference. Notations will be dated or written in different ink. Observations may be noted regarding specific elements within the component. Most of the information needed for domain 1 and domain 4 must be observed or gathered independent of a classroom evaluation.

Domain 1: Planning and Preparation

Demonstrating knowledge of content and pedagogy	U	B	P	D	NO
Content					
Prerequisite relationships					
Content-related pedagogy					
Demonstrating knowledge of students	U	B	P	D	NO
Knowledge of characteristics of age group					
Knowledge of students' approaches to learning					
Knowledge of students' skills and knowledge					
Knowledge of students' interests/cultural heritage					
Selecting instructional goals	U	B	P	D	NO
Value					
Clarity					
Suitability for diverse students					
Instructional groups					
Lesson and unit structure					

Assessing student learning	U	B	P	D	NO
Congruence with instructional goals					
Criteria and standards					
Use for planning					

Comments:

Recommendations:

Domain 2: The Classroom Environment

Creating an environment of respect and rapport	U	B	P	D	NO
Teacher Interaction with students					
Student interaction					
Establishing a culture for learning	U	B	P	D	NO
Importance of the content					
Student pride in work					
Expectations for learning and achievement					
Managing classroom procedures	U	B	P	D	NO
Management of transitions					
Management of instructional groups					
Management of materials and supplies					
Management of non-instructional duties					
Supervision of paraprofessionals/volunteers					
Managing student behavior	U	B	P	D	NO
Expectations					
Monitoring student behavior					
Response to student behavior					
Organizing physical space	U	B	P	D	NO
Safety and arrangement of furniture					
Accessibility/use of physical resources					

Comments:

Recommendations:

Domain 3: Instruction

Quality of questions	U	B	P	D	NO
Discussion techniques					
Student participation					
Engaging students in learning	U	B	P	D	NO
Representation of content					
Activities and assignments					
Grouping of students					
Instructional materials and resources					
Structure and pacing					
Providing feedback to students	U	B	P	D	NO
Quality: accurate, substantive, constructive, specific					
Timelines					
Demonstrating flexibility and responsiveness	U	B	P	D	NO
Lesson adjustment					
Response to students					
Persistence					

Comments:

Recommendations:

Domain 4: Professional responsibilities

Reflecting on teaching	U	B	P	D	NO
Accuracy					
Use in future teaching					
Maintaining accurate records	U	B	P	D	NO
Student completion of assignments					
Student progress in learning					
Non-instructional records					
Communicating with families	U	B	P	D	NO
Information about the instructional program					
Information about individual students					
Engagement of families in instructional program					

Contributing to the school/district
Relationships with colleagues
Service to the school
Participation in school/district projects
Advocacy
Decision-making

U B P D NO

Comments:

Recommendations:

Teaching improvement goals for 2001-02 (set at or before pre-conference). Please choose at least one goal that is directly related to improved student achievement. Determine how you will measure progress on that goal.

Other goals identified by teacher or administrator:

Evidence of progress on previous or current goals: (to be presented at post conference)

Other comments/recommendations:

Written evaluation delivery date: (Please schedule a conference with me within 5 days and provide documentation as requested.)

Follow-up conference date: _____

I have received a copy of and have had an opportunity to review the above. My signature does not necessarily indicate agreement with the observations or comments.

Teacher signature

Date

ARTICLE 28 -- INDIVIDUAL RIGHTS

The Board agrees that all members of the instructional staff are entitled to full rights of citizenship regardless of race, color, creed, or place of origin.

The Board further agrees that members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest.

The Board further agrees that members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form.

The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment so long as it does not interfere with his/her teaching duties.

The Board further agrees that members of the instructional staff may wear insignia, pins, or other identification of membership in the Association or other organizations, civic or professional, on school premises.

The Board further agrees that members of the instructional staff shall abide by Board policies in effect at the time of employment, and as provided in individual instructional staff member's contract, to the extent that his personal safety or well-being will not be threatened or professionally demeaned, nor will that of the students.

ARTICLE 29 -- TRANSFERS, VACANCIES AND PROMOTIONS

A. Voluntary Transfer, Assignment, and/or Promotions

1. A vacancy shall be defined for the purpose of this contract as a position previously held by an employee that the Board intends to fill, or when a new position is created by the Board of Education.
2. Each month wherein vacancies occur, the Superintendent shall cause to be posted on the ALEA and office bulletin boards in each building, a list of all current and anticipated vacancies. Such vacancies must be posted ten (10) school days prior to the filling of the positions. A copy of all vacancies, if any exist, will accompany each pay check in June, July and August, and these vacancies shall not be filled until after ten (10) days from the postmark of the letter.

Any bargaining-unit member whose check is directly deposited, shall receive a separate mailing of the vacancy posting. The vacancy notice shall contain the following information: location of the vacancy, grade level(s), subject(s) and certification required by the State Department of Education.

3. A transfer shall be defined as any change in a member of the bargaining unit's assigned responsibilities with regard to (a) grade level; (b) subject; or (c) assignment to a particular building.
4. Bargaining unit members who desire a change in grade and/or subject assignment, or transfer to another building may submit a written statement of such desire to the Superintendent not later than ten (10) working days after April 30.
5. Bargaining unit members who desire change in grade and/or subject assignment or transfer to another building, for which a vacancy exists, may file a written statement of such desire with the Superintendent not later than ten (10) working days after the posting.
6. A bargaining unit member who has applied for a change in assignment for which a vacancy exists will be granted an interview.
7. When requesting transfer and/or reassignment, the following criteria apply:
 - a. Individual qualifications;
 - b. Staff availability and experience;
 - c. Where foregoing qualifications are determined to be equal by the Superintendent, the preference in assignment or transfer shall be given to the bargaining unit member with the greatest number of continuous years of service as a bargaining unit member.

B. Involuntary Transfer and/or Reassignment

1. A bargaining unit member shall be given notice by certified mail fifteen (15) days after a vacancy is known or July 10, whichever is later, of an involuntary transfer and/or reassignment to be effective during the following school year. The written notification of transfer and/or reassignment shall include reasons for transfer and/or reassignment. The bargaining unit member, at his/her option, may request a meeting with the Superintendent concerning this transfer and/or reassignment and may have a representative of his/her choice present at such meeting.
2. A bargaining unit member being involuntarily transferred and/or reassigned will be placed only in a position for which such member is certified.
3. All bargaining unit members involuntarily transferred after June 15, for the ensuing school year, shall be granted three (3) days per diem rate to prepare for the change in assignment.

C. Promotion

1. Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory level including, but not limited to, positions such as department heads, coordinator, project director, specialist, and/or special project teacher, and positions in programs funded by the Federal Government. The positions of superintendent, assistant superintendent, principal, assistant principal, and other administrative line positions are excluded from this definition.
2. The Superintendent shall post a notice for ten (10) days in each building of any promotional vacancy. Such notice shall include the duties, compensation, and qualifications for the position. A copy of said notice will be given to the Association at the time of posting.
3. Bargaining unit members who desire to apply for any such position shall submit their application, in writing, to the Superintendent within the ten (10) day time limit.
4. Bargaining unit members who desire to apply for any such position in the event that a promotional vacancy occurs shall submit their names to the Superintendent, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period. The Superintendent shall notify said teachers of any vacancy by written communication.
5. No promotional position shall be filled within ten (10) days of posting. The Board shall give full consideration to all applicants.
6. The Board may fill a vacancy in a promotional position on a temporary basis (i.e., for up to sixty (60) days when it is necessary to do so in the best interests of the school and the educational process. However, at the end of sixty (60) days, the position will be posted for ten (10) days.)

ARTICLE 30 -- REDUCTION IN FORCE

To ensure the fair and equitable treatment of teachers employed by the Board of Education, when it becomes necessary to reduce staff, the following shall be the procedure:

- A. The teachers to be reduced shall be determined by seniority and certification and placed upon a Reduction in Force list.
- B. Seniority shall be determined by the number of continuous years as a bargaining unit member.
- C. A teacher shall not lose seniority when he or she changes assignment to a different position, department, grade level or building.

- D. The teacher or teachers with the least seniority will be determined on a system-wide basis in the elementary schools and by departments in the secondary schools.
- E. A teacher whose name appears on the Reduction in Force list will be rehired when a position becomes available for which he/she is certified provided such position is available within twelve (12) months of effective date of the layoff and the Board is able, after reasonable effort, to locate the teacher.
- F. A teacher who is no longer employed in the Alexander Local School District due to reduction in force shall keep the Board informed as to his/her address for purpose of recall.
- G. By November 1 of each school year, the Superintendent will provide the Association with a list showing the seniority of teachers employed by the Board of Education. The Superintendent will have available in his/her office a current seniority list which will be available for review during regular working hours by any teacher and/or the Association.
- H. If two (2) or more teacher members have the same length of continuous service, seniority shall be determined by:
 - 1. The date of the Board meeting at which the bargaining unit member was hired, and then by
 - 2. The date the teacher signed his/her initial contract in the Alexander Local Schools, and then by
 - 3. The date on which the bargaining unit member submitted the latest complete job application completed prior to the effective date of the teacher's first contract with the Alexander Local Board of Education, if the date is available.
- I. The parties intend, to the fullest extent permitted by law, for the reduction in force procedures and requirements contained in this Article to supersede and take the place of any and all reduction in force procedures and requirements contained in the Ohio Revised Code.

ARTICLE 31 -- TERMINATION AND NON-RENEWAL

A. Termination

Contract termination shall be in accordance with the provisions of Section 3319.16 of the Ohio Revised Code. If a teacher receives notice that he/she is going to be terminated, the teacher may choose to use the binding arbitration provisions of this contract instead of the statutory termination procedures. The standard for a termination using binding arbitration will be just cause. A teacher choosing to use the binding arbitration process must inform the Board of that choice, in writing, within three (3) working days of receipt of the termination notice.

B. Nonrenewal

1. The provisions of this section shall not apply to any actions of nonrenewal of supplemental contracts.
2. If a building principal or the Superintendent intends to recommend the nonrenewal of a limited teaching contract, the teacher in question shall be given written reason(s) for such a recommendation. The reason(s) shall be written and the teacher shall have the ability to be accompanied by a representative of his/her choice.
3. Prior to official Board action, teachers whose limited teaching contracts are subject to renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.
4. If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the teacher the written reason(s) for such action in executive session and the teacher shall have the ability to be accompanied by a representative of his/her choice.
5. If the teacher referred to in paragraph 4 is not present at the Board meeting when official action is taken to nonrenew the limited teaching contract, the teacher will be invited to the next regular Board meeting to receive the reason(s) for the Board's action in executive session and if the teacher does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).
6. For the first three (3) years of employment in the district, the Board can nonrenew in accordance with the provisions of Sections 2 through 5 above. After the third year of employment any decision for non-renewal shall be based on just cause.
7. The parties intend, to the fullest extent permitted by law, for the nonrenewal procedures and requirements contained in this Article to supersede and take the place of any and all nonrenewal procedures and requirements contained in the Ohio Revised Code.

ARTICLE 32 -- TUITION REIMBURSEMENT

- A. Sixteen Thousand Dollars (\$16,000.00) for the 2002-2003 school year; Sixteen Thousand Five Hundred Dollars (\$16,500.00) for the 2003-2004 school year; and Seventeen Thousand Dollars (\$17,000.00) for the 2004-2005 school year will be appropriated for educational growth payments. During each year of the contract the total amount paid all teachers will not exceed the sum stated. However, if the entire amount allocated each year is not used, the remainder will carry over and be added to the total available for the following year.

- B. In order to qualify for this educational growth payment, a teacher must teach in the Alexander Schools the year following completion of the work. To clarify, if a teacher completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year if he/she is still teaching in the Alexander Schools.
- C. The payment shall apply only toward work beyond the B.A. Level. Satisfactory evidence of completion of the course work (certified transcripts) will be presented to the Superintendent upon completion of the course work. Receipts verifying expenditures must be presented to the Treasurer prior to reimbursement.
- D. The amount payable to any teacher will be One hundred eighty dollars (\$180.00) per quarter hour up to a total of twelve (12) hours per fiscal (July 1 - June 30) year. Semester hours will be converted to quarter hours for the purpose of reimbursement.
- E. All reimbursement requests from the previous year (including the summer) that are turned in accordance with this Article by October 15 will be paid by November 15. Requests turned in after October 15 will not be reimbursed until the following November.
- F. The Superintendent will notify applicants when the annual maximum for the district has been expended.

ARTICLE 33 -- TEACHER GRIEVANCE PROCEDURE

A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of a specific article or section of this agreement.

A grievance procedure is a specific method by which a teacher or group of teachers may obtain a hearing on their alleged grievance at progressively higher levels.

A "grievant" is a person or the union having a grievance.

A "day" in this section shall mean a calendar day. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure.

The term "teacher" when used in this document shall refer to an individual or group of individuals who are members of the bargaining unit covered by the policy on professional negotiations. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which arise from time to time.

Both parties agree that grievances proceedings should be handled in a confidential manner.

Nothing contained herein shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of the existing personnel policies in effect.

A grievant shall initiate action within thirty (30) days of the alleged violation, misinterpretation, or misapplication upon which the grievance is based.

Time limits stipulated should be adhered to strictly as maximums to ensure rapid resolution to problems and issues concerned. Lack of adherence to the time limits by the aggrieved can result in the declaration that resolution has been obtained by the last level of hearing. Time limits may be extended only by mutual agreement of all parties concerned.

If the immediate supervisor does not have authority to resolve the grievance, the grievance shall begin at Level Three.

LEVEL ONE -- INFORMAL:

Within thirty (30) days of the alleged violation upon which the grievance is based, the grievant shall discuss the problem with his immediate supervisor. He may do this alone or with his official Association representative. The date of this informal meeting will be recorded and signed by both the grievant and the supervisor.

LEVEL TWO -- FORMAL:

In the event the grievant is not satisfied with the disposition at Level One, or no decision has been rendered within two (2) days after the informal hearing, he may inaugurate the formal proceedings. Formal proceedings shall be initiated within seven (7) days of the informal hearing by filing a written grievance with the grievant's immediate supervisor.

In all levels of the formal proceeding, official Grievance Report Forms shall be made in triplicate: one (1) for the grievant, one (1) for the administration, and one (1) for the Association.

Within five (5) days of the filing, the immediate supervisor will provide a written response to the grievance.

LEVEL THREE:

If the grievant is not satisfied by the disposition of the immediate supervisor, he may seek a hearing with the Superintendent or his designated representative within seven (7) days after the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting it to the Superintendent. Within the next five (5) days a hearing shall be arranged among the grievant, the Superintendent or his designated representative (who must be someone other than the grievant's

immediate supervisor), and a representative of the Association, and other parties that may be needed to give information to the claim.

The disposition of the Superintendent or his designee shall be completed within five (5) days of the hearing.

LEVEL FOUR:

If the grievant is not satisfied with the disposition in Level Three, he may request that the issue be submitted to arbitration within seven (7) days after the Level Three hearing. The arbitrator shall be appointed by mutual agreement of the parties. If they are unable to agree on the arbitrator through the utilization of the voluntary rules and regulations of the American Arbitration Association after the receipt of two (2) lists, he/she shall be selected by the alternate strike method with seven (7) names submitted by the American Arbitration Association. Either party shall be entitled to request a second list prior to the alternate strike method. Information submitted to the arbitrators shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned. The arbitrator will have only the authority to determine whether there was a violation, misinterpretation, or misapplication of the master agreement. The arbitrator shall make his report and recommendations in triplicate to the grievant, the Superintendent and the President of the Association. The arbitrator's decision shall be final and binding on the Association, its members, the employee or employees involved, and the Board of Education. Cost of the arbitration will be shared equally.

MISCELLANEOUS:

Nothing in this procedure shall be construed so as to deny the Board or the Association or its representative the right to redress before an appropriate administrative agency or through the course if such a course seems to them at their sole discretion more appropriate. Nothing in this procedure shall be construed to deny the Board, the individual, the Association, or its representatives the right to seek redress by law.

No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.

A grievance may be withdrawn at any level without prejudice or record. Copies of all written decisions of grievance shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.

No records, documents, or communications concerning a grievance shall be placed in the personnel files of any of the participants in procedures described in this agreement. These records shall be kept in a separate file maintained by the Treasurer of the Board.

Forms for processing grievances shall be made available through the Association.

ARTICLE 34 -- NEW INSTRUCTIONAL UNIT FUNDING

In the event that it is necessary to establish a new instructional unit, the teacher hired to instruct that class will be allotted, at the onset of employment, Three Hundred Dollars (\$300.00) for the purchase of hard or soft instructional aids for that teacher's choosing. This money shall not be spent for basic instructional materials.

ARTICLE 35 -- ACCESS TO PERSONNEL FILE

Members of the bargaining unit will have the right, upon request, to review the contents of their personnel files and to receive a copy of any documents contained therein at a cost of ten cents (\$.10) per page. A member of the bargaining unit will be entitled to have a representative of the Association accompany him/her during such review. A member of the bargaining unit will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents shall be removed after three (3) years from the date of entry if no reoccurrence of the same incident has occurred.

No material derogatory to an individual's conduct, service, character or personality will be placed in his/her personnel file unless the member of the bargaining unit has had an opportunity to review the material. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The member of the bargaining unit will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

Persons other than the requesting bargaining unit member(s) and/or school district administrator(s) who wish to examine a bargaining unit member's personnel file shall utilize the following procedure.

The requesting person(s) must make a written request for each occasion. The request must specify the document(s) requested. The bargaining unit member(s) will receive a copy of each request. The request shall be sent first class U.S. mail to the bargaining unit member. The requesting party shall be provided the document(s) two (2) working days following the sending of the request to the bargaining unit member. Work days shall be Monday through Friday exclusive of holiday.

ARTICLE 36 -- PERSONNEL FILE CONTENT

The teacher's personnel files may contain the following types of documents:

- A. Personnel data form
- B. Formal evaluations
- C. Benefit forms
- D. Job description
- E. References
- F. Job application upon which hiring was based
- G. Application for voluntary transfer
- H. Applications to fill vacancies
- I. Other significant documents related to teacher conduct and performance

Personnel file information will be kept in the District office.

ARTICLE 37 -- CONTRARY TO LAW

If any provision of this document or any application of the document to any certified person or persons shall be found contrary to law by a court of competent jurisdiction, then this provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in force.

The parties will meet to negotiate any necessary change in the agreement relative to the affected provision within thirty (30) days by demand of either party.

ARTICLE 38 -- DISTRIBUTION

Within thirty (30) days after this contract is ratified, 125 pocket sized copies of this contract shall be reproduced, with the costs to be shared equally by the parties. The Board shall distribute copies to the Board members and school administrators, and the ALEA shall distribute one (1) copy to each teacher.

ARTICLE 39 -- STRS PICK-UP

- A. The Treasurer of the Alexander Local School District Board of Education shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and, (2) cash salary. An employee's deferred salary shall be equal to that percentage paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amount it would have paid for those items had this provisions not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of the "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after the first pay of the 1985-86 school year.
- H. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 40 -- TEACHING ENVIRONMENT

- A. The Board and members of the administrative staff will make a reasonable effort to provide a clean, safe, comfortable working environment.

- B. Teachers may turn in to the building principal by May 15, a list which includes work they believe should be done over the summer; including equipment to be purchased, repaired or replaced; and cleaning, painting repairs and other maintenance.

ARTICLE 41 -- LESSON PLANS

Teachers will prepare weekly lesson plans, which, in some form, reflect the objectives set forth in the Course of Study. These plans will be turned into the Building Principal upon request.

ARTICLE 42 -- SIGNATURES

THIS AGREEMENT IS HEREBY ATTESTED TO BY THE SIGNATURES AFFIXED BELOW.

FOR THE ASSOCIATION

FOR THE BOARD

BY:

BY:

President

Board President

Date _____

Date _____

Team Member

Superintendent

Date _____

Date _____

Team Member

Treasurer

Date _____

Date _____

Bargaining Team Chairperson

Bargaining Team Chairperson

Date _____

Date _____

**APPENDIX A
ALEXANDER LOCAL
SALARY SCHEDULE
2002-2003**

<u>STEP</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>
0	25,220 1.0000	26,317 1.0435	27,739 1.0999	28,625 1.1350
1	26,178 1.0380	27,414 1.0870	28,948 1.1478	29,833 1.1829
2	27,137 1.0760	28,511 1.1305	30,156 1.1957	31,041 1.2308
3	28,095 1.1140	29,608 1.1740	31,364 1.2436	32,249 1.2787
4	29,053 1.1520	30,705 1.2175	32,572 1.2915	33,457 1.3266
5	30,012 1.1900	31,802 1.2610	33,780 1.3394	34,665 1.3745
6	30,970 1.2280	32,899 1.3045	34,988 1.3873	35,873 1.4224
7	31,929 1.2660	33,997 1.3480	36,196 1.4352	37,081 1.4703
8	32,887 1.3040	35,094 1.3915	37,404 1.4831	38,289 1.5182
9	33,845 1.3420	36,191 1.4350	38,612 1.5310	39,497 1.5661
10	34,804 1.3800	37,288 1.4785	39,820 1.5789	40,705 1.6140
11	35,762 1.4180	38,385 1.5220	41,028 1.6268	41,913 1.6619
12	36,720 1.4560	39,482 1.5655	42,236 1.6747	43,121 1.7098
15	37,679 1.4940	40,579 1.6090	43,444 1.7226	44,329 1.7577
18	38,637 1.5320	41,676 1.6525	44,652 1.7705	45,537 1.8056
23	39,595 1.5700	42,773 1.6960	45,860 1.8184	46,745 1.8535
27	40,587 1.6093	43,870 1.7395	47,068 1.8663	47,953 1.9014

**ALEXANDER LOCAL
SALARY SCHEDULE
2003-2004**

<u>STEP</u>	<u>BA</u>	<u>BA+150</u>	<u>MA</u>	<u>MA+15</u>
0	26,166 1.0000	27,304 1.0435	28,780 1.0999	29,698 1.1350
1	27,160 1.0380	28,442 1.0870	30,033 1.1478	30,952 1.1829
2	28,155 1.0760	29,581 1.1305	31,287 1.1957	32,205 1.2308
3	29,149 1.1140	30,719 1.1740	32,540 1.2436	33,458 1.2787
4	30,143 1.1520	31,857 1.2175	33,793 1.2915	34,712 1.3266
5	31,138 1.1900	32,995 1.2610	35,047 1.3394	35,965 1.3745
6	32,132 1.2280	34,134 1.3045	36,300 1.3873	37,219 1.4224
7	33,126 1.2660	35,272 1.3480	37,553 1.4352	38,472 1.4703
8	34,120 1.3040	36,410 1.3915	38,807 1.4831	39,725 1.5182
9	35,115 1.3420	37,548 1.4350	40,060 1.5310	40,979 1.5661
10	36,109 1.3800	38,686 1.4785	41,314 1.5789	42,232 1.6140
11	37,103 1.4180	39,825 1.5220	42,567 1.6268	43,485 1.6619
12	38,098 1.4560	40,963 1.5655	43,820 1.6747	44,739 1.7098
15	39,092 1.4940	42,101 1.6090	45,074 1.7226	45,992 1.7577
18	40,086 1.5320	43,239 1.6525	46,327 1.7705	47,245 1.8056
23	41,081 1.5700	44,378 1.6960	47,580 1.8184	48,499 1.8535
27	42,109 1.6093	45,516 1.7395	48,834 1.8663	49,752 1.9014

**ALEXANDER LOCAL
SALARY SCHEDULE
2004-2005**

STEP	BA	BA+150	MA	MA+15
0	27,082 1.0000	28,260 1.0435	29,787 1.0999	30,738 1.1350
1	28,111 1.0380	29,438 1.0870	31,085 1.1478	32,035 1.1829
2	29,140 1.0760	30,616 1.1305	32,382 1.1957	33,333 1.2308
3	30,169 1.1140	31,794 1.1740	33,679 1.2436	34,630 1.2787
4	31,198 1.1520	32,972 1.2175	34,976 1.2915	35,927 1.3266
5	32,228 1.1900	34,150 1.2610	36,274 1.3394	37,224 1.3745
6	33,257 1.2280	35,328 1.3045	37,571 1.3873	38,521 1.4224
7	34,286 1.2660	36,507 1.3480	38,868 1.4352	39,819 1.4703
8	35,315 1.3040	37,685 1.3915	40,165 1.4831	41,116 1.5182
9	36,344 1.3420	38,863 1.4350	41,463 1.5310	42,413 1.5661
10	37,373 1.3800	40,041 1.4785	42,760 1.5789	43,710 1.6140
11	38,402 1.4180	41,219 1.5220	44,057 1.6268	45,008 1.6619
12	39,431 1.4560	42,397 1.5655	45,354 1.6747	46,305 1.7098
15	40,461 1.4940	43,575 1.6090	46,651 1.7226	47,602 1.7577
18	41,490 1.5320	44,753 1.6525	47,949 1.7705	48,899 1.8056
23	42,519 1.5700	45,931 1.6960	49,246 1.8184	50,196 1.8535
27	43,583 1.6093	47,109 1.7395	50,543 1.8663	51,494 1.9014

APPENDIX B: SCHEDULE OF BENEFITS

ELIGIBILITY

Dependent Age	age 19; or to end of calendar year of age 23 if allowed as a federal tax exemption
Maternity	all Covered Persons
Pre-existing Period	None

BASIC BENEFITS

Inpatient Hospital

Services	full payment
Days of Care	120 days per confinement (except as limited below) Physical Medicine & Rehabilitation is limited to 45 days of care per calendar year

Outpatient Hospital

Services	PRC
Surgical Services	PRC

Inpatient Medical

Services	PRC
Maximum visits	120 visits per Confinement

Outpatient Medical

Services	PRC
Diagnostic Services	PRC
Therapy Services	PRC
Outpatient Psychiatric Services	PRC up to a maximum of \$550 per calendar year
Outpatient Alcoholism Services	PRC up to a maximum of \$550 per calendar year

MAJOR MEDICAL BENEFITS

Deductible

Individual	\$100
Family	\$300

Co-payment	20%
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Co-payment Limit	\$400 per person
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Private Room Allowance	average semi-private
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Payment Maximums Lifetime	\$1,000,000 for all covered services
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Prescription Drug Card	\$3 Deductible
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Note: Hospital Pre-Certification and Second Surgical Opinion requirements apply (see the Plan Document)

**ALEXANDER LOCAL SCHOOLS
ANTHEM BLUE CROSS & BLUE SHIELD PPO PLAN**

Insurance Carrier

Anthem Blue Cross & Blue Shield

Claims/Customer Service

Anthem, P.O. Box 37180
Louisville, KY 40233-7180. **1-800-542-2623**
If, after contacting Anthem you need further assistance, you may call Chris Robison at Snider,
Fuller & Associates, 39 South Court Street, Athens, OH 457021. **740-594-8385 or 800-451-6125**

Dependent Age

End of the calendar year of age 19; or to end of the calendar year in which the child attains age 23
if allowed as a federal tax exemption.

	Network	Non-Network
Deductible <i>Per benefit period</i>	\$0 (except for Durable Medical Equipment of \$200)	\$400 ind/\$800 family
Out of Pocket Maximum*	\$1000 individual/\$2000 family	\$2000 ind/\$4000 family
Preventative Care Services	\$10 copayment	Not covered
Physician Office Service	\$10 copayment	20% Copayment
Outpatient Facility Services <i>Except physical medicine therapies</i>	Covered in Full	20% Copayment
Physical Medicine Therapies	\$10 Copayment	20% Copayment
Home Care Services	Covered in Full	20% Copayment
Inpatient Services	Covered in Full	20% Copayment
Maternity Services	Covered in Full	20% Copayment
Medical supplies, Equipment and Appliances	20% Copayment	20% Copayment
Ambulance Services	Covered in Full	Covered in Full
Mental Health/Substance Abuse Inpatient Services Inpatient Mental Health Inpatient Substance Abuse Outpatient Services	Covered in Full Covered in Full \$10 Copayment	Not Covered 20% Copayment 20% Copayment after ded./\$550 max per benefit period

Prescription Drug: \$5/\$12, 30 day supply includes oral contraceptive \$5/\$12, 60 day supply
Out of Network 50% copayment, oral contraceptives not covered

Non-Member Pharmacy : 75% of the Reasonable Charge (RC), then reduced by any deductible and/or copayment

Payment Maximums

Benefit Period None
Lifetime None

Precertification is required for

Organ and tissue transplant
Mental Health or Substance Abuse Services
Diagnostic Services for MRI on an outpatient basis whether at a physician's office or a facility, except when rendered as emergency care.
Home Care Services
Second and subsequent obstetrical ultrasounds
Surgery performed as an outpatient at a Hospital or an ambulatory surgical facility.
Surgery performed in a physician's office does not require precertification except for the following procedures:
Colonoscopy
Endoscopy (small intestine); and
Esophagogastroduodenoscopy (EGD)
Transplant Services are not covered if you do not obtain Precertification or if you use a provider other than the Provider designated by your approval. See your Schedule of Benefits to determine if Mental Health/Substance Abuse Services rendered by a Non-network Provider are covered.

This is an overview of plan benefits prepared by Snider, Fuller & Associates. Please refer to your Anthem booklet for more complete benefit information. Benefit provisions are subject to change. (11-99)

*The Out-of-Pocket Limit includes all Copayments and deductibles incurred by a Covered Person in the same Benefit Period. The Network and Non-Network Deductibles. Copayments and Out-of-Pocket Limits are separate and do not accumulate toward each other. The Deductible(s) apply only to Covered Services indicated with a percentage Copayment.

APPENDIX C – SUPPLEMENTAL PAY SCHEDULES

Athletic

Category 1 (14%)

Head Football
Head Boys Basketball
Head Girls Basketball

Category 2 (12%)

Head Volleyball
Head Softball
Head Baseball
Head Track (B & G)
Head Soccer

Category 3 (8%)

Reserve Boys Basketball
Reserve Girls basketball
Assistant Football (ea)
Freshman Football
Assistant Track (B & G)
Head Cross Country
Asst. Varsity Basketball (B&G)
Asst. Varsity Baseball Coach
Asst. Varsity Soccer Coach
Asst. Varsity Softball Coach
Asst. Varsity Volleyball Coach

Category 4 (7%)

Freshman Basketball
H.S. Cheerleader Advisor
8th Grade Basketball (ea)
Head Jr. High Football

Category 5 (5.5%)

7th Grade Basketball (ea)
Reserve Softball
Reserve Baseball
Reserve Volleyball
Head Golf
Jr. High Soccer (ea)
Assistant H.S. Soccer

Category 6 (3.5%)

Jr. High Volleyball
Asst. Jr. High Volleyball
Jr. High Cheerleader Coach
Reserve Cheerleader Coach
Jr. High Track
Asst. Jr. High Football
Strength and Conditioning
Coach

Category 7 (2%)

Freshman Cheerleading Adv
ALEA 2002-2005 Contract

Academic

Category 1 (14%)

Chairperson, LPDC
(Official meetings – members requested to attend an official meeting called after school by the chairperson and approved by the Superintendent shall be paid \$18/hr.)

Category 2 (10%)

Chairperson, PDC

Category 3 (8%)

Jr. Class Advisor
Yearbook Advisor

Category 4 (6%)

Sr. Class Advisor
Asst. Yearbook Advisor
8th Grade Advisor
Student Council Advisor
Asst. Jr. Class Advisor
Quiz Bowl Advisor
Chorus
Tech Assistant (1 per bldg.)

Category 5 (4%)

Play Director
FHA
Elem/MS Play/Musical
Director
Mentoring

Category 6 (3.5%)

Asst. Senior Class Advisor
Spartan Time
Industrial Arts Advisor
Mock Trial Advisor
Set Director
Science Olympiad (HS)
Science Olympiad (Jr. High)
Science Olympiad (MS)

Category 7 (2%)

Latin Club Advisor
French Club Advisor
Spanish Club Advisor
National Honor Society
Math Club Advisor
MS Student Council
Art Club Advisor

Academic (Continued)

Category 7 (2%) Continued

Sophomore Class Advisor
Public Broadcasting Advisor
Jr. High Student Council
Jr. High Yearbook Advisor
Power of the Pen Advisor
Model U.N. Advisor
Secretary, LPDC
Secretary, PDC
Chess Club Advisor
Photography Club Advisor

Category 8 (hourly)

Detention Supervisor (\$18/hr.)
Saturday School Supervisor (\$18/hr.)
AM and PM duties (\$18/hr.)
Summer School (\$18/hr.)

Category 9 (per semester)

Additional Semester Class - \$2500
High School Ticket Taker - \$36/night
Jr. High Ticket Taker - \$18/night

MEMORANDUM OF UNDERSTANDING
CONCERNING BUILDING DECISION MAKING COMMITTEES

The Board of Education and the Association agree to continue the pilot project for building decision making until August 31, 2005. If any building decides by a 2/3 majority vote, they may form a building decision making committee (BDMC). The committee will be composed of the principal and three elected teachers.

The BDMC will initiate proposals and react to written proposals from the staff that will implement the district's vision and expectations so that learning and teaching are enhanced.

If the BDMC cannot reach a consensus, a conference committee will be formed. The conference committee will include the BDMC, the Superintendent, and the ALEA president. If no consensus can be reached, the Superintendent will determine the disposition of the issue. Consensus is defined as all committee members in agreement.

A list of topics that may be discussed by the building decision making committee is as follows:

- student testing
- standardized testing
- effective school measures
- program reviews
- portfolios or alternate assessment measures
- student outcomes as graduation rate, SAT and ACT scores
- dropout prevention
- tracking students
- student attendance
- relations with parents
- relations with the community
- expenditure concerns
- quality and care of facilities and grounds

MEMORANDUM OF UNDERSTANDING
LENGTH OF SCHOOL YEAR

The length of each school year shall not exceed one hundred eighty-three (183) days including one and one-half (1 ½) report days, the equivalent of two (2) conference days and ten (10) inservice hours planned by the professional development committee. The last workday for the staff shall be three and one-half (3 ½) hours.

ARTICLE 42 -- SIGNATURES

THIS AGREEMENT IS HEREBY ATTESTED TO BY THE SIGNATURES AFFIXED BELOW.

FOR THE ASSOCIATION

FOR THE BOARD

BY:

BY:

Dan Doseck
President

Red Davis
Board President

Date 6-26-02

Date 6-25-02

Phillip Stedol
Team Member

W.B.
Superintendent

Date 6-26-02

Date 6-25-02

Judy Burke
Team Member

Anna J. Stalder
Treasurer

Date 6-26-02

Date 6-25-02

Maggie McCuskey
Bargaining Team Chairperson

Paul E. Kew
Bargaining Team Chairperson

Date 6/26/02

Date 6-25-02