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MASTER AGREEMENT

Between the

BEXLEY EDUCATION ASSOCIATION

and the

**BEXLEY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

MARCH 18, 2011 through June 30, 2015

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**ARTICLE I
RECOGNITION AND DEFINITION OF BARGAINING UNIT**

A. Recognition

The Bexley City Board of Education, hereinafter referred to as the "Board," recognizes the Bexley Education Association, OEA/NEA/Central, hereinafter referred to as the "Association," as the sole and exclusive representative for the purposes of and as defined in Ohio Revised Code 4117.

B. Definition of Bargaining Unit

The bargaining unit shall consist of all full-time and part-time certificated/licensed personnel currently performing any work being performed by bargaining unit members, exclusive of the Superintendent of Schools, Treasurer, Director of Curriculum and Instruction, Director of Operations, Business Manager, principals, assistant principals, summer school director, Athletic Director, other supervisory personnel serving under an administrative contract and certificate, certificated Auxiliary Services personnel performing work at St. Charles Preparatory School and Columbus School for Girls, casual day-to-day substitutes, aides and substitutes that teach sixty (60) or fewer consecutive work days in the same teaching assignment, and any intern placed by a university in the Bexley Schools for a supervised experience.

**ARTICLE II
NEGOTIATIONS PROCEDURE**

A. Negotiating a Succeeding Contract

1. Notice to Bargain

Request for negotiations to bargain a succeeding contract shall be made by either the Association or the Board by notifying the other party in writing of the intent to bargain. This notice shall be no later than April 30, prior to the expiration of this Agreement, and no earlier than March 1 prior to the expiration of this Agreement.

2. Inability to Reach Agreement

Either party may call for mediation when it feels that negotiations have reached an impasse by notifying the other party and by requesting the services of the Federal Mediation and Conciliation Services (FMCS). The other party shall join in the request.

The mediator shall have the authority to call negotiation meetings. The function of the mediator shall be the offering of suggestions, ideas, concepts, impressions, etc. that will move both parties toward agreement. The mediator will not engage in fact-finding or interest arbitration without the written consent of each party.

Any cost and expenses which may be incurred in securing and using the services of the mediator or arbitrator as described above shall be shared equally by the parties.

3. Failure of Mediation

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement, the Association then reserves the right to strike, with at least ten (10) days written notice.

B. General Provisions

1. Representation

The Association and the Board shall select their respective negotiation representatives.

2. Matters Subject to Negotiations

Matters subject to negotiations shall be wages, hours, and terms and conditions of employment, together with the continuation, modification or deletion of any provisions of the existing Agreement.

3. Information

Upon reasonable written request, each party shall provide the other with information and data within a reasonable time that is already available in the format requested and is directly related to the negotiations between the Board and the Association.

4. Initial Session

The parties shall exchange their detailed written proposals three (3) days prior to the initial meeting date. No new items shall be submitted thereafter except upon mutual agreement of the teams.

5. Release Time

When negotiations are conducted during regular school hours, release time shall be provided for the Association's negotiating team.

6. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Once a tentative agreement is reached, no further discussion shall take place on that issue except by mutual agreement. The Board and Association each reserve the right to reject a tentative agreement.

7. Final Agreement

There shall be three (3) signed copies of the final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) shall be submitted to the State Employment Relations Board.

8. Alternative Procedure

The parties mutually may agree to modify the procedure in this Article for a particular round of negotiations.

ARTICLE III GRIEVANCE PROCEDURE

A. Definition and Rights

1. The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing of their grievances.
2. Definition - a grievance is a complaint filed by an individual bargaining unit member, the Association, or a group involving the alleged violation, misinterpretation or misapplication of the Master Agreement.
3. Rights of the Grievant and the Association
 - a. A grievant shall have the right to be accompanied at all steps of the grievance procedure by a representative of the Association. The Association designates who its representative will be and who will represent the Association when the grievance is filed by the Association.
 - b. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as appropriate and processed as expeditiously as possible.
 - c. Notwithstanding (a) above, the Association shall have the opportunity to be present at all grievance meetings between the grievant and the administration during which grievance adjustments are discussed.

B. Time Limits

1. In order that grievances may be processed as rapidly as possible, the number of days indicated at each level are maximum. Every effort will be made to expedite the procedures; however, the time limits may be extended in writing by mutual agreement of both parties. Absence of a party-in-interest will automatically provide a five (5) day extension.
2. If the grievant does not file a grievance in writing within thirty (30) days of the occurrence of the act or condition on which the grievance is based, or the time from which the act or occurrence could reasonably be known, then the grievance shall be considered waived.
3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand-delivered or sent by certified mail, return receipt requested. The bargaining agent shall receive copies of all notices.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. A day shall be considered: (a) contractual day during the school calendar excluding days when schools may be closed for calamity; and (b) week days during the summer vacation period excluding legal holidays.

C. Grievance Procedure

1. Informal Procedure

A grievance may first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

2. Formal Procedure

a. Step I

If the grievance is not resolved by the informal procedure, or if the grievant elects not to use the informal procedure, it may be pursued further by submitting a completed Grievance Report Form. See Appendix B. A copy of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association and the Superintendent/ designee.

b. Step II

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant shall complete Grievance Report Form, and submit same to the Superintendent/designee within ten (10) days of the receipt of its disposition at Step 1. Within ten (10) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant. Within five (5) days of the meeting, the Superintendent/designee shall write his/her disposition of the grievance by completing his/her portion of Step II, and forwarding a copy to the grievant, the Association and the immediate supervisor.

c. Step III

If the grievant is not satisfied with the disposition of the grievance at Step II, the grievant (through the Association) may, within ten (10) days from the receipt of the Step II answer, request a hearing before an arbitrator by completing Grievance Report Form.

The grievant's request for arbitration shall be in writing and hand-delivered or sent by certified mail, return receipt requested to the Office of the Superintendent. The grievant or his/her designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names. The parties shall select the arbitrator by the alternate strike method, with either party having the right to request a second list. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement nor add to, detract from, or modify the language therein, nor substitute his/her opinion for that of the evaluator. The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Association.

- d. A grievance may be withdrawn at any level without prejudice or record.

ARTICLE IV RIGHTS

A. Management Rights

The Board reserves all rights and responsibilities conferred upon it by the laws of the State of Ohio and of the United States limited only by the terms of this Agreement.

The Board in its sole discretion may enter into agreements with other boards of education, educational institutions or other educational providers for joint cooperative, dual credit or other instructional programs in order to offer programming beyond the current curriculum. However, no bargaining unit member will be suspended under Article VI (D) (reduction in force) as a result of this provision.

B. Association Rights

The Association shall have the exclusive organizational rights listed in this Article.

- 1. Board Meetings
 - a. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda, including any public material provided to Board members; (2) the minutes of the prior regular meeting and of any special meeting; (3) any final budget or appropriation resolution; and (4) complete monthly Treasurer's Report. Annually the Board shall provide a copy of (1) Training & Experience Grid; and (2) Amended Certificate.

b. Notice of Board Meeting

The Board shall give the Association two (2) days advance notice of all regular and special Board meetings. In the event of an emergency meeting, the Board shall notify the Association as much in advance as is reasonably possible.

c. Board Meeting Participation

The Board shall allow an Association representative to speak during the time reserved for public discussion at regular Board meetings.

2. Directory Information

Within one week of completion, the Board shall provide the Association with a list of the names, addresses, telephone numbers and building assignments for all bargaining unit members. In addition, the contractual status of all bargaining unit members and the date of expiration of limited contracts shall be provided.

3. School Mail and Bulletin Boards

The Association and Board agree to abide by the past practice relative to the school mail and electronic mail delivery system and use of bulletin boards.

4. General Teachers' Meetings

The Board shall allow the Association President or designee to address teachers during the general teachers' meetings at the beginning of the school year.

5. Use of School Building

- a. The Association shall have the right to use the school buildings for Association meetings before or after the teacher workday.
- b. The Association will use the building permit form procedure to request use of a particular building for a meeting.
- c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

6. Use of School Equipment

The Association may use school telephones, typewriters, copiers, audio-visual equipment, computer equipment including Internet service provider(s), and facsimile equipment, provided they are not being used or are not required for any school business or activity. The Association will reimburse the Board for any and all costs directly attributable to Association use.

7. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after or during the regular school day, provided that no such business shall be transacted on any class time, nor shall such Association business, in any way, interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities. All visitors, including Association representatives, must report to the building office during teaching hours and sign in before transacting such business.

8. Professional Association Leave

Upon written application to the Superintendent/designee, each school year a total of fifteen (15) days of Professional Association Leave shall be granted by the Superintendent/designee if the need arises for use by the BEA officers and its representatives. The President of BEA or his/her designee must complete an application for Professional Association Leave as far as possible in advance of the date(s) the leave is being requested and forward the application to the Superintendent/designee. The application must include the name(s) of the BEA officer(s) and representative(s) who will be using the leave, and the date(s) when such leave will be used. The number of people who may request such leave, at any given time, cannot exceed five percent (5%) of the Association membership of any building, plus the officers, building representatives and negotiating team members.

9. Payroll Deductions

Payroll deductions for the payment of United Teaching Professional membership dues (BEA, Central OEA/NEA, OEA, and NEA) and UTP affiliated professional organization(s) dues shall be provided by the Board in keeping with the following:

- a. Bargaining unit members must submit a written authorization for payroll deductions, on a form provided by BEA, to the Board's Treasurer on or before October 1 of any year the individual bargaining unit member begins payroll deductions under this Agreement. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. By October 1, the Association will notify the Board's Treasurer of the names of those bargaining unit members who have revoked payroll deduction authorization.
- b. Provided the authorization cards are properly submitted to and/or are on file with the Board's Treasurer on or prior to October 1 of any given year, deduction will be made in equal installments and will begin with the first November pay and continue each pay of each following month through July in accordance with Article VIII (B) Authorization cards submitted to the Board's Treasurer after October 1, may require an alteration to provisions of this paragraph and shall be made as determined by the Board's Treasurer.
- c. Within five (5) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the BEA Treasurer in check

form made payable to "The Bexley Education Association." By October 15 of each year, the BEA will notify the Board's Treasurer as to the total amount of dues to be deducted per bargaining unit member. Such notification shall be in the form of a letter signed by the BEA President or Treasurer.

- d. The Board, Treasurer, and Superintendent shall not be held legally responsible for incorrect data supplied by the Bexley Education Association.
- e. A bargaining unit member who wishes to revoke or modify his/her payroll deduction may do so only between August 15 and September 15 of any year. The Association shall process all revocations or modifications and submit them to the Board's Treasurer by October 1 each year. If a bargaining unit member ends his/her employment or goes on unpaid leave of absence before all installments have been deducted, the unpaid balance will be deducted from his/her final payroll check and remitted to the Association Treasurer as provided above.

C. Individual Rights

The provisions of this Agreement shall be applied uniformly to all bargaining unit members and neither the Board nor the Association shall discriminate against bargaining unit members on the basis of race, color, creed, sexual identity/orientation, national origin, gender, religion, disability or for the exercise of rights protected by the Constitution of the United States and the laws of the State of Ohio.

D. Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the BEA/OEA/NEA, a fair share fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin at the first payroll period in February except that no fair share fee deductions shall be made for bargaining unit members employed after February 20 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members. The Treasurer of the Board shall, upon notification from the Association that a bargaining unit member has terminated membership, commence the deduction of the fair share fee with respect to the former bargaining unit member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each. The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- 1. The Board shall give a twenty-one (21) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer.
3. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

The Association shall administer its fair share and rebate procedure consistent with all applicable federal and state law.

ARTICLE V LEAVES OF ABSENCE

General Provisions

Bargaining unit members while on any unpaid leave have the following rights and responsibilities:

1. Bargaining unit members may continue in the group insurance programs providing they pay the full cost of the monthly premium to the Treasurer fifteen (15) days prior to the due date.
2. Bargaining unit members on an unpaid leave of absence shall provide written notice to the Board on or before March 1 of each year of their intention of returning to work. After the Board has made a reasonable attempt to contact the bargaining unit member by certified mail (return receipt requested) and if the bargaining unit member does not provide written notice within ten (10) calendar days of intention to return, a second contact will be made with the bargaining unit member by certified mail (return receipt requested). Failure of the bargaining unit member to contact the Superintendent/designee by written notice of intention to return within ten (10) calendar days of the date of the second mailing, will result in the separation of the bargaining unit member from employment status and ORC 3319.16 will not apply.
3. Upon returning from the leave, the bargaining unit member will resume respective contract status and will be assigned to the same or similar position held at the time the leave commenced.

A. Sick Leave

All full-time bargaining unit members shall accumulate sick leave credit at the rate of one and one-quarter (1-1/4) days per month under contract (including the summer months). Sick leave credit may not be accumulated during an unpaid leave of absence. Sick leave accumulated prior to an unpaid leave of absence shall be credited upon return from said leave.

Each new bargaining unit member or any bargaining unit member who has exhausted his/her accumulated sick leave shall be advanced ten (10) days of sick leave. If any of these ten (10)

days of sick leave are used, they shall be deducted from the sick leave accumulated during that year of employment, or if necessary, from the following employment year. If a bargaining unit member's employment ends using advanced sick leave and not earning the same, he/she will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.

Substitute teachers who become part of the bargaining unit through greater than sixty (60) consecutive days of service in the same teaching assignment shall be granted sick leave for the first full calendar month after they become part of the bargaining unit.

Along with each payroll check, each bargaining unit member will be issued a statement of his/her number of days accumulated sick leave from the Board's Treasurer.

Unused sick leave shall have an unlimited accumulation.

Sick leave may be used for any absence of the bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family. For purposes of this Agreement, immediate family includes parent, grandparent, son, daughter, minor child of foster parent or minor ward of guardian, brother, sister, aunts, uncles or in-laws bearing any of these relationships, spouse or any individual who is a member of the bargaining unit member's immediate household.

In the event of extended illness or disability, application for a non-paid leave of absence may be made by the affected bargaining unit member to the Board in keeping with Article V, Section F below.

A bargaining unit member who has accumulated unused days of sick leave in another school district in Ohio or while in service of state, county, or municipal government, shall present a proper certified record of those days upon employment in this School District and the number of unused days of sick leave on such record shall be credited to the bargaining unit member's accumulated record.

In keeping with applicable law, a "Certificate of Absence" must be filed by the bargaining unit member upon his/her return to duty or at the end of each month.

The Superintendent/designee may require a report from a Board-designated and Board-paid physician to justify the use or continued use of sick leave by a bargaining unit member or to establish the bargaining unit member's ability to return to work.

Absence of a portion of a day up to one-half (1/2) shall be counted as one-half (1/2) day of sick leave. Absence beyond one-half (1/2) day, but less than a full day shall be counted as a full day use of sick leave.

B. Sick Leave Bank

Use of Donated Days

In the event of catastrophic, prolonged, or chronic illness of a bargaining unit member or

member of his/her immediate family, a bargaining unit member who has exhausted his/her sick leave may request, through the Association, that the Superintendent authorize voluntary transfer of unused sick leave days from other bargaining unit members to the affected bargaining unit member to be used as sick leave. Guidelines for administering this provision will be mutually developed by the Superintendent and Association President, within five (5) school days of the request.

1. Any bargaining unit member may donate up to three (3) days of unused sick leave which will then be deducted from the donating bargaining unit member's accumulated sick leave and will not be transferred back.
2. A doctor's statement will be required with the request for catastrophic sick leave in order for it to be considered.
3. Catastrophic sick leave days will be paid at 100% of the requesting bargaining unit member's daily rate of pay.
4. The receiving bargaining unit member will not earn sick leave or personal leave while using donated leave days.
5. The receiving bargaining unit member cannot use donated days to extend the date on which his/her disability retirement takes effect, if applicable.
6. The receiving bargaining unit member cannot use a total of more than sixty (60) donated leave days.

C. Personal Leave

Subject to the second paragraph of this Section C, each bargaining unit member shall be entitled to not more than three (3) days of absence, with pay, per contract year (July 1 through June 30) due to personal business or obligations which cannot be conducted other than on school time. Such days shall not be deducted from sick leave. Except in emergencies, a bargaining unit member will give written notice to his/her principal or his/her principal designee at least forty-eight (48) hours in advance of his/her intention to take such leave. In an emergency, the bargaining unit member will notify his/her principal as soon as possible prior to said leave, and a report of such absence, signed by the bargaining unit member, shall be filed within four (4) school days following the last day of absence. (See Appendix A)

A bargaining unit member may rollover up to two (2) unused personal leave days into the next school year, having no more than five (5) total personal leave days available in any school year. Provided, however, that no more than three (3) consecutive contract days may be used unless the bargaining unit member provides the reason for the requested leave and obtains the Superintendent's approval. Denial by the Superintendent cannot be the subject of a grievance.

D. Religious Leave

When the recognized observances fall on school days, they may be taken up to a maximum of three (3) days with pay. The expression "recognized religious observances" refers to those

days which are generally observed, for religious purposes, by the majority of a widely recognized religious group. (See Appendix A)

E. Professional Leave

Part A - Mandatory

1. Two (2) days of paid professional leave shall be granted per school year upon notification to the building principal and Superintendent/designee or their designee by the individual bargaining unit member completing the form entitled "Professional Conference or Visitation Leave Form." (See Appendix A)
2. The following provisions shall govern the use of Professional Leave, Part A - Mandatory:
 - a. To attend professional workshops, seminars and/or conventions.
 - b. To visit other school districts.
 - c. Use will not be authorized on an in-service day unless approved by the building principal.
 - d. Notification must be submitted in writing to the building principal at least three (3) contractual days or ten (10) calendar days prior to the use of the professional leave.
 - e. Limitation on the number of attendees per meeting may be necessary due to the impact upon the educational requirement of the District but, in no case, shall leave be denied to less than ten percent (10%) of bargaining unit members in the building.
3. The following provisions will govern reimbursement of expenses of Professional Leave, Part A - Mandatory:
 - a. A yearly payment of \$20,000 will be given to the Association by September of each school year. For audit purposes, the BEA shall provide at the end of each school year a list of bargaining unit members and what each bargaining unit member was paid or reimbursed. Any unused funds from the yearly appropriation shall be credited to the next school year's total.
 - b. All reimbursement requests shall be reviewed, approved and paid by the Association.

Part B - Permissive

1. Professional leave with pay for purposes not set forth in Part A - Mandatory may be granted or assigned by the administration upon application by the individual bargaining unit member. The bargaining unit member must complete a "Professional Conference or Visitation Leave Form" and submit the form to the principal or administration ten (10)

contractual days or fourteen (14) calendar days prior to the leave. (See Appendix A)

2. Reimbursement of expenses, upon approval of the principal, will be as follows:
 - a. Travel expenses are limited to the IRS rate in effect on July 1 of each school year, per mile, for use of the bargaining unit member's personal automobile or the cost of commercial carrier, whichever is lower. A receipt for the commercial carrier is required.
 - b. Reimbursement for taxis, telephone calls and other trip-related expenses shall be allowed at levels approved by the principals. Receipts for lodging and all meals over ten dollars (\$10) are required. Lodging and meals shall not exceed two hundred dollars (\$200) per day.
 - c. Registration fees shall be reimbursed. Receipts are required. Organization dues are not reimbursed.
 - d. Reimbursement for expenses other than those indicated above shall be left to the judgment of the Treasurer in accordance with his/her interpretation of state laws, statutes or other limitations.
3. No denial of professional leave or funding for professional leave shall be arbitrary or capricious.

F. Disability Leave

A full-time or regular part-time bargaining unit member who becomes disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request and shall be granted a disability leave without pay. The leave shall not exceed two (2) consecutive school years.

The Board shall pay fifty percent (50%) of the cost of single coverage hospitalization and major medical insurance for a bargaining unit member who has exhausted sick leave for the first three (3) months of such leave, or until STRS disability retirement is in effect, whichever comes first. If the FMLA requires a greater benefit than the previous sentences, the FMLA will be followed.

The Superintendent/designee may require a report from a Board-designated and Board-paid physician to justify a bargaining unit member taking of disability leave or continuation of disability leave or to establish the bargaining unit member's ability to return to work.

G. Military Leave

The parties agree to abide by the provisions of the Ohio Revised Code as it pertains to military leave.

H. Child Care Leave

1. An unpaid child care leave is limited to the remainder of the semester or contractual

year (July 1 to June 30) of the birth or adoption. At the bargaining unit member's option, the bargaining unit member may also take the next one (1) or two (2) semesters as unpaid child care leave. The bargaining unit member must notify the Superintendent in writing by March 1 (or July 10 in case of childbirth or adoption on or after March 1) of his/her desire to extend the leave into the next school year.

2. No later than ten (10) days after the childbirth or the placement of an adopted child, the bargaining unit member must give the Superintendent/designee written notice whether he/she will be taking unpaid child care leave.
3. Any request for alteration in the effective date or cancellation of the leave request may be made only once. This request must be submitted to the Superintendent/ designee.
4. MATERNITY/PATERNITY/ADOPTION LEAVE
 - a. A pregnant or adoptive bargaining unit member shall be granted up to 6 weeks of maternity leave (using sick leave days) following the birth or adoption of a child.
 - b. The use of sick leave for paternity purposes shall be up to six (6) weeks after the birth or adoption of a child.

I. Family Leave

1. The purpose of the law is to provide eligible bargaining unit members with the right to take up to a combined total of twelve (12) weeks of unpaid leave each year (July 1 through June 30) in connection with: (1) the birth and first-year of a child; (2) the adoption or foster placement of a child; (3) the serious illness of an bargaining unit member's spouse, child, or parent; and (4) the bargaining unit member's own serious illness. A bargaining unit member becomes eligible after working twelve (12) months for the District and must work more than twelve hundred fifty (1,250) hours per year. All qualifying definitions, eligibility requirements, and conditions for use of family or medical leave under this Section shall be construed to be consistent with the Family and Medical Leave Act (FMLA) of 1993.
2. If a bargaining unit member has taken sick leave for the above reasons, that time counts towards the twelve (12) week time period.
3. A bargaining unit member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the bargaining unit member learns of the need for the leave. The bargaining unit member's notice to the Superintendent that he/she will use family leave must specify that "family leave" will be the type of leave taken.
4. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a bargaining unit member on the active payroll to continue participation in life, dental, and health insurance. The bargaining unit member must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the bargaining unit member desires to have the insurance

coverage continued. If the bargaining unit member does not pay his/her contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

J. Assault Leave

Any bargaining unit member who sustains a physical assault by a person not employed by the Board of Education during the course of duties, and is disabled, unable to perform regular duties due to the nature of the disabilities, as certified by an M.D., shall be granted assault leave.

If requested by the Superintendent, the bargaining unit member shall be required to recertify the disabling condition monthly. If requested, the bargaining unit member shall submit to an exam by an M.D. designated by the Board. The cost of the exam will be paid by the Board. No sick leave days will be deducted from the time the disability is certified by an M.D. to be directly related to a physical assault by a non-employee of the Board.

Paid assault leave shall be limited to thirty (30) work days, after which the bargaining unit member, if necessary, may use accumulated sick leave, request an unpaid disability leave, or apply for disability retirement from STRS.

K. Court Leave

A bargaining unit member shall be granted upon written request, paid court leave for the purpose of: (1) jury duty; (2) to appear as a party in a school-related civil lawsuit or civil administrative proceeding; or (3) to appear as a subpoenaed witness.

Court leave may not include conflicts between the employer and bargaining unit member, or the employer and the Association, except as provided in SERB rules. Any bargaining unit member called for jury duty or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. The bargaining unit member shall retain the fee and expense reimbursement for jury duty or appearing as a witness from the court or tribunal. He/she will receive his/her regular pay for the time spent on such leave.

L. Sabbatical Leave

A bargaining unit member, upon written request to the Board, may be granted a leave of absence with partial pay and full fringe benefits for one (1) semester on the Bexley Schools' calendar or up to two (2) school years. Further, the Board may grant a part-time sabbatical leave for a semester or an entire school year.

Such leave shall be according to the following provisions:

1. A bargaining unit member shall be on a continuing contract and have five (5) years continuous service within the Bexley City Schools.
2. A plan of professional improvement shall be furnished to the Superintendent/ designee prior to Board approval. Upon return from sabbatical leave, a report shall be filed with the Superintendent/designee by the bargaining unit member as proof that said plan was

followed.

3. The partial salary shall be the difference between the bargaining unit member's regular salary for the next school year and the cost of the replacement (cost includes salary and the fourteen percent (14%) retirement of replacement) for the period of time the sabbatical leave shall be in effect. The fourteen percent (14%) retirement deduction will be reimbursed to the bargaining unit member taking a sabbatical upon three (3) years after returning if they do not purchase sabbatical time for STRS purposes. If, after reimbursement is made, the bargaining unit member chooses to purchase the years of service, the bargaining unit member is liable for both the individual and the Board of Education's share of the cost.
4. No more than three (3) bargaining unit members may be on sabbatical leave at one time.
5. The Board shall attempt to secure a replacement with three (3) years or less experience for bargaining unit members on a sabbatical leave.
6. A bargaining unit member may take a sabbatical leave only once every five (5) years.
7. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule, and for seniority purposes.
8. A bargaining unit member not returning to duty after a sabbatical or after additional leave shall be required to pay back all remuneration received from the Board as set forth in paragraph (3.). Such payback must be made within a four (4) month period of time beginning with the first full month said bargaining unit member was to have returned to duty. Arrangements for making the payback during this period of time shall be made between the Board's Treasurer and the affected bargaining unit member.

M. Unpaid Leaves of Absence

1. Short-Term

Bargaining unit members may request one or more short-term unpaid leave(s) of absence for up to a total of five (5) workdays within a three (3)-year period provided that the bargaining unit member is on limited or continuing contract status and has completed five (5) years of service with the school district. Bargaining unit members shall apply to their Principals at least two (2) workdays in advance (if possible).

2. Long-Term

The Board of Education may grant an unpaid leave of absence for a full school year for the purpose of professional study or other requested reasons. Such leave shall not be granted for consecutive school years.

All leave shall be in increments of one (1) school year or the balance thereof. The Board may grant an extension of the leave for one (1) additional year upon request. Any early return from an unpaid leave of absence must have the approval of the

Superintendent/designee.

N. Military – Related Leave of Absence

1. If the spouse, parent or child of a bargaining unit member has been ordered to duty in a combat zone, the bargaining unit member is entitled to three paid leave days which can be used in conjunction with any available personal leave of the bargaining unit member, to spend time with the spouse, parent or child immediately prior to them leaving for such duty.
2. The bargaining unit member must exhaust any paid personal leave available to him or her under this Master Agreement.
3. The bargaining unit member must apply for this leave as soon as possible to his/her building principal and provide written verification of the military order to a combat zone prior to taking the leave.

ARTICLE VI JOB SECURITY

A. Non-renewal of Limited Teaching Contract (Fair Dismissal)

1. Procedures applicable to all limited regular contract bargaining unit members, regardless of the length of service in the Bexley City Schools:
 - a. If the Superintendent/designee intends to recommend the non-renewal of a limited teaching contract, the bargaining unit member in question shall be given the reason(s) (see paragraph (2) below) for such a recommendation in writing. The bargaining unit member may be accompanied by a representative of his/her choice at the time the Superintendent/designee submits the reason(s) to the bargaining unit member.
 - b. Bargaining unit members whose limited contracts have been recommended by the Superintendent/designee for non-renewal shall be notified prior to official Board action, of the date when the Board intends to act on the Superintendent/designee's recommendation.
 - c. If the Board acts not to renew a limited teaching contract which has been recommended for renewal by the Superintendent/designee, the Board shall give the bargaining unit member the written reasons for such action in executive session and the bargaining unit member may be accompanied by a representative of his/her choice in such session.
 - d. If the bargaining unit member referred to in paragraph (c.) is not present at the Board meeting when official action is taken to non-renew the limited teaching contract, the bargaining unit member will, upon request, be given the reason(s) for the Board's action in executive session no later than the next regular Board meeting. If the bargaining unit member does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).

- e. This Article shall not apply to supplemental, extended service or summer school contracts. A bargaining unit member who is hired to replace a bargaining unit member on a leave of absence of one (1) year or less shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement bargaining unit member. A replacement bargaining unit member may be terminated during the term of the appointment pursuant to ORC 3319.16.
- f. A bargaining unit member who is hired to replace a bargaining unit member who resigns or whose position is otherwise vacated on or after July 10 shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement teacher. A replacement teacher may be terminated during the term of the appointment pursuant to ORC 3319.16.
- g. Paragraph (A)(1)(f) does not prohibit the Board of Education from issuing a limited regular contract to bargaining unit members hired for a position which becomes available on or after July 10, and paragraph (A)(1)(f) shall not apply to such bargaining unit members.

2. Reasons for Non-renewal

The reasons for non-renewal shall not be arbitrary or capricious, nor wholly unrelated to job performance.

3. Grievances for Non-renewal of Limited Teaching Contracts

- a. All grievances for the first three (3) consecutive school years of service under regular teaching contract shall be limited solely to procedural violations as set forth in paragraph (1) above.
- b. All grievances in the fourth year of service under a regular teaching contract and thereafter shall be limited solely to:
 - c. procedural violations as set forth in paragraph (1) above;
 - i. a claim that the reasons for the non-renewal are arbitrary or capricious;
 - ii. a claim that there existed no good cause for the non-renewal.
 - iii. Grievance is the exclusive remedy for any claimed violation of this Article VI.

4. Post-Non-renewal Procedure

A bargaining unit member who is non-renewed has the right to file a grievance concerning compliance with the evaluation procedures as well as compliance with this

Section A. The grievance must be filed in writing with the Superintendent within ten (10) calendar days of the bargaining unit member's receipt of the written notice of non-renewal. The written grievance shall be considered a request for arbitration at Step III of the Grievance Procedure.

5. This Article supersedes and replaces ORC 3319.11(G)(1-7) for teachers in the bargaining unit.

B. Discipline

The purpose of discipline will be to promote a positive working environment. All discipline will be conducted privately. The bargaining unit member shall be afforded the right to a representative at any meeting that he/she presumes the outcome to be disciplinary in nature. All discipline will be for good cause.

C. Complaints

When a complaint is made by the parent of a student or any other member of the public concerning a bargaining unit member's conduct, service, character, personality, or other reason, to a Board member, central office administrator, building principal, or other supervisor, the following procedure shall be followed:

1. The person receiving the complaint will determine the validity and/or seriousness of the complaint. Depending upon this decision, the complaint may be disregarded or brought to the appropriate person in charge of the stated staff member.
2. If the complaint is referred to the building principal or supervisor, he/she will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the bargaining unit member at that time.
3. If the complaint is referred to the bargaining unit member, he/she will be given the identity of the complainant and the opportunity to discuss the details of the situation with his/her principal or supervisor. Together they will cooperatively decide on an appropriate response to the complainant and/or solution to the situation causing the complaint.
4. If the complaint is not referred to the bargaining unit member, then such complaint shall be disregarded/not to be placed in the personnel file of the bargaining unit member, and may not be used in any subsequent conference, evaluation, or other assessment of the bargaining unit member involved.
5. Nothing in this procedure limits or restricts the authority of the administration or Board to investigate professional misconduct and to make determinations or take actions based on the administration's investigation.

D. Reduction in Force

When by reason of declining student enrollment in a program, building, grade level(s), or

District-wide, for other reasons set forth in ORC 3319.17, or for lack of funds, the Board of Education determines that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction. A "lack of funds" means the School District has a current or projected deficiency of funding in the amount of at least \$250,000 as certified by the State Auditor for the ensuing year to maintain current, or to sustain projected levels of staffing and operations. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent/designee who shall, within each teaching field affected, give first preference to bargaining unit members on continuing contract and then to bargaining unit members who have greater seniority. The following provisions shall also apply:

1. No teaching contract will be terminated or non-renewed for reasons set forth in this Article VI, Section D, except that replacements for bargaining unit members on leave shall have only the appointment provided in Article VI, Section A.
2. Seniority and areas of certification will be the sole criteria used in the suspension of a contract.
3. Notification of suspension of a contract must be made in writing to the affected bargaining unit member on or before June 30 preceding the school year when the suspension takes effect.
4. A bargaining unit member whose contract is suspended will be guaranteed the following rights:
 - a. The right to remain a member of all employee group insurance policies at the bargaining unit member's own expense after the contract is suspended.
 - b. The Board will accept, without reservation, the resignation of an affected bargaining unit member after July 10.
 - c. The right to immediate reinstatement to regular contract status if a vacancy occurs for which the affected bargaining unit member is certificated and has the most seniority over any other affected bargaining unit member similarly certificated.
 - i. The recall rights of continuing contract bargaining unit members shall continue until one of the events occurs in sub-paragraph (iii) below.
 - ii. The recall rights of limited contract bargaining unit members shall be whichever of the following events that comes first: (a) the occurrence of one of the events in sub-paragraph (iii) below; or (b) three (3) years from the first school day of the next school year.
 - iii. The rights herein granted to a bargaining unit member shall be forfeited by the bargaining unit member should he/she (a) waive his/her recall rights in writing; (b) resign; (c) fail to accept recall as provided for herein; (d) fail to report to work in a position that he/she had accepted within one (1) school day after acceptance or a time mutually agreeable to Superintendent/

designee and bargaining unit member; or (e) retire.

- iv. Bargaining unit members on recall status shall keep the Superintendent/designee informed of their current address, name, and telephone number. Notification of recall shall be by certified mail at the bargaining unit member's last address on District records. Failure of the bargaining unit member to contact the Superintendent/designee to file acceptance in writing within ten (10) calendar days of the date of such mailing shall remove the bargaining unit member from recall status.
- v. A seniority list of all bargaining unit members whose contracts are suspended will be sent to the President of the BEA.

E. Seniority

1. As used herein, the term seniority shall mean the longest period of continuing employment (including approved leaves of absence and time spent on RIF status) beginning with the date the Board initially approved the issuance of a regular contract to a bargaining unit member, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position. The senior bargaining unit member is:
 - a. The one who has a valid continuing contract.
 - b. The one who has the longer period of continuing employment (including approved leaves of absence and time spent on a RIF status) under that valid contract, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position.
 - c. The one who has a valid limited contract.
 - d. The one who has the longer period of continuing employment (including approved leaves of absence and time spent on a RIF status) under that valid limited contract, except for bargaining unit members who have had an assignment in any Auxiliary Services position, whose seniority shall be determined without reference to or consideration of time spent in any Auxiliary Services position.

F. Staff Appraisal Instrument

1. The staff appraisal instrument (but not the procedures for its use) will be mutually agreed to by the Board and the BEA.
2. The annual review committee comprised of three (3) appointees of the Superintendent/designee and three (3) appointees of the BEA President shall be formed for the purpose of reviewing the current appraisal instrument. The chair of said committee shall rotate between the Board and the Association every year and he/she shall forward the committee's recommendations for changes in the appraisal instrument by May 1 of each school year. Recommended changes of the appraisal instrument which are supported by a

majority vote of the committee shall be incorporated in the appraisal instrument for use during the following school year.

3. The staff appraisal instrument to evaluate bargaining unit members shall be used uniformly* in the School District and shall be the only staff appraisal instrument used in the District. The Bexley staff evaluation and staff appraisal instrument of teachers, librarians, speech pathologists, counselors and school psychologists can be found on the "V" drive of the Bexley Network under the "appraisal folders."
4. *The word "uniformly" as used above shall mean the same staff appraisal instrument shall be used by all administrators in the evaluation of the bargaining unit member.

G. Evaluation Procedures

1. For bargaining unit members on a continuing contract
 - a. Each bargaining unit member shall be evaluated at least once every five (5) years, based on the job performance of the bargaining unit member. No fewer than one (1) classroom observation of each bargaining unit member will be conducted for the evaluation. The observation will be at least thirty (30) minutes in length. Each observation shall be followed by a conference between the bargaining unit member and the evaluator, if requested by either of them, within five (5) workdays after the observation.
 - b. In the event a bargaining unit member is in disagreement over an observation report or evaluation report, the bargaining unit member may request and shall be granted an additional classroom observation report or evaluation report by a different evaluator selected by the Superintendent/ designee.
 - c. A bargaining unit member who disagrees with an observation report or evaluation report shall be allowed to attach a written statement to the report. When the overall performance of the bargaining unit member is rated unsatisfactory in the evaluation report, he/she will be afforded the opportunity to meet with the evaluator to work on a plan to improve performance. The bargaining unit member will be provided sufficient opportunity to improve prior to a subsequent observation or evaluation report.
2. For teachers on a limited contract
 - a. The evaluation process shall be based on the job performance of the bargaining unit member.
 - b. Bargaining unit members shall be evaluated during the school year that their limited contract is to be renewed or non-renewed. A bargaining unit member may be evaluated during the first year of a two-year contract only if the bargaining unit member is granted a two-year limited contract with a plan to improve performance included with the contract.
 - c. Evaluation reports must be based on at least two (2) classroom observations of at least thirty (30) minutes each.

- d. In the event that a bargaining unit member is at risk of having his/her contract non-renewed, the first evaluation report shall be completed by December 31. If the bargaining unit member is not at risk of having his/her contract non-renewed the first evaluation report shall be completed by January 31.
 - e. On the basis of the first evaluation, if the administration may recommend non-renewal, another evaluation report shall be done by March 15.
 - f. Each classroom observation shall be followed by a conference with the evaluator, if requested by the bargaining unit member or evaluator, within five (5) work days. A copy of each observation report will be provided to the bargaining unit member within five (5) work days after the observation.
 - g. By December 31, in the case of the first evaluation report, and by April 1, in the case of the second evaluation report, the evaluator shall meet with the bargaining unit member to review the evaluation report and provide the bargaining unit member with a copy of it.
 - h. In the event a bargaining unit member is in disagreement over an observation conducted by December 31 or the evaluation done by December 31, the bargaining unit member may request and shall be granted an additional observation or evaluation by a different evaluator selected by the Superintendent/designee.
 - i. A bargaining unit member who disagrees with an observation report or evaluation report shall be allowed to attach a written statement to the report. When the overall performance of the bargaining unit member is rated unsatisfactory in the first evaluation report, he/she will be afforded an opportunity to meet with the evaluator to work on a plan to improve performance. The bargaining unit member will be provided sufficient opportunity to improve prior to the next observation.
 - j. The evaluator shall reasonably modify the time frames of this Section because of the bargaining unit member's or evaluator's absence, or because the bargaining unit member only works a partial year.
3. Miscellaneous
- a. The provisions of divisions (G) and (H) of this Article completely replace and supersede the provisions and requirements of ORC 3319.111.
 - b. The evaluator may provide the bargaining unit member with a preliminary draft of an observation report prior to the post-observation conference and shall provide a preliminary draft of the written evaluation report at least twenty-four (24) hours prior to the evaluation conference.
4. Collaborative Planning
- a. Collaborative planning, visitations to classrooms, collaborative instructional rounds, and mentoring among teachers are types of professional development. The Administrator shall be kept aware that these collaborative events/activities have taken place and

when they occurred through email confirmation by the teachers. However, such collaborative events/activities must be aligned with the “District Initiatives” and/or “Building Best Practices”. The purpose of collaborative planning is to provide non-evaluative feedback. Administrators will not seek, nor will opinions be shared, that are in a personnel evaluative nature. If a teacher has a conflict with an assigned collaborative colleague related to a particular collaborative event/activity then s/he may seek an alternative collaborative colleague with whom to participate with approval of the building principal.

H. Sequence of Contracts

The Board, when issuing limited teaching contracts, shall act in accordance with the following sequence:

- | | | |
|----|--|-------------------------------|
| a. | First contract | one (1) year limited contract |
| b. | Second contract | one (1) year limited contract |
| c. | Third contract | one (1) year limited contract |
| d. | Fourth contract and subsequent years unless eligible for a continuing contract | two (2) year limited contract |

The Board may hire a bargaining unit member who holds a continuing contract (or tenure) in another public school district on a two-year limited contract.

I. Notification of Job Openings

1. Notification of all vacancies requiring bargaining unit members for all teaching, administrative, and supplemental contract vacancies shall be posted in the staff newsletter CHECKPOINTS as they occur throughout the year.
2. CHECKPOINTS shall be distributed to all bargaining unit members during the period school is in session, and notice of vacancies shall be posted on the District’s website or otherwise distributed electronically at other times.

In addition, these CHECKPOINTS shall be displayed in the Superintendent/ designee's office. Bargaining unit members may come to or telephone the Superintendent/designee's office to be informed of these vacancies.

Bargaining unit member who desire further information regarding position vacancies must contact the Superintendent/designee's office. A formal transfer application to a vacant position must be made in keeping with Division K of this Article.

3. When a vacancy occurs within the bargaining unit the administration shall not recommend to fill permanently such vacancy until ten (10) calendar days after the position is posted as set forth above. The Board need not wait for the ten (10) day posting period where the vacancy is filled at a Board meeting after July 10.

J. Voluntary Transfer

Each bargaining unit member who so notifies the Superintendent/designee within these ten

(10) calendar days will have his/her request for transfer considered. The three (3) most senior bargaining unit members who apply will be considered and interviewed. One (1) of three (3) most senior applicants shall be transferred provided it is in the best interest of the District.

The Superintendent/designee will consult with each bargaining unit member whose request for transfer was not granted.

If the affected bargaining unit member so requests, he/she will be given written reason(s) why he/she was not voluntarily transferred. Such reason(s) shall neither be used to the detriment of that bargaining unit member nor be placed in his/her personnel file.

Supplemental vacancies shall follow the same procedure except five (5) days shall apply instead of ten (10).

K. Involuntary Transfer

1. Notification of Assignment

If a bargaining unit member is to be involuntarily transferred to another assignment the Superintendent/designee will personally contact the affected bargaining unit member by July 15 prior to school opening. If personal contact is not possible a letter will be sent to the affected bargaining unit member, postmarked no later than July 15. Bargaining unit members are responsible for giving written notification to the Superintendent/designee's office of the address and/or telephone number where they can be contacted during the summer when school is not in session if that address and/or telephone number is different from what is already on file. If an involuntary transfer becomes necessary after July 15, the Superintendent/ designee will personally contact the affected bargaining unit member at the earliest possible date. If an involuntary transfer becomes necessary after July 31, the Superintendent/designee will take this factor into account during the bargaining unit member's evaluation the next school year.

2. Involuntary transfers shall not be made for arbitrary or capricious reasons. When the voluntary provision of this Article has not succeeded in filling a vacancy, an involuntary transfer may be made by the Superintendent/ designee. The bargaining unit member certificated for the vacant position, and who has the least seniority will be transferred provided the transfer is in the best interest of the District. If the affected bargaining unit member so requests, he/she will be given written reasons(s) why he/she was involuntarily transferred. Such reason(s) shall neither be used to the detriment of that bargaining unit member nor be placed in his/her personnel file, unless it is for disciplinary reasons.

L. Continuing Contract Eligibility

To be considered for a continuing contract, bargaining unit members must provide written notice to the Superintendent of Schools by October 1 of their intent to meet the statutory requirements in order to be considered for a continuing contract at the April meeting of the Board of Education.

The professional, permanent, or life certificate or equivalent professional education license must be on file with the Superintendent of Schools by March 31 for the bargaining unit member to be

considered for continuing contract status in April.

Statutory requirements for continuing contract eligibility are set forth in Sections 3319.08 and 3319.11 of the Ohio Revised Code.

Bargaining unit members who do not provide written notice by October 1 and/or do not have transcripts of their thirty (30) graduate hours, or their professional, permanent, or life certificate or professional educator license/certificate on file by March 31, will not be eligible for continuing contract consideration until April of the following school year.

M. Service to Students

A bargaining unit member shall give the Superintendent written notice before providing educational services, including tutoring, to a school-age student residing in Bexley City School District. The notice shall include the student's name, address, general description of the services, and anticipated duration.

N. Required Training per O.R.C. 3319.073

The Board shall develop a program of in-service training per O.R.C. 3319.073. Thereafter, the Board shall inform members of the procedure and availability of its program. The program will be free to all bargaining unit members. Bargaining unit members must complete the required in-service training at the intervals specified in the law.

ARTICLE VII TERMS AND CONDITIONS

A. Academic Freedom

The Bexley Board of Education believes that academic and professional freedom are essential to the teaching profession. The presentation and discussion of controversial issues in the classroom should be on an informative basis and relevant to classroom goals and objectives. Bargaining unit members should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject, to interpret the data without prejudice; and to reconsider assumptions and claims and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the teacher is encouraging the students to search after truth and to think for themselves. The development of the ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions, is among the most valuable outcomes of a free educational system.

The policy can best be described by listing three (3) basic rights of the students:

1. The right to study controversial issues which have political, economic or social significance on which, at his level, he should begin to have an opinion.
2. The right to study under competent instruction in an atmosphere free from bias and

prejudice.

3. The right of access to all relevant information freely available in the school or public libraries.

Emotional criticism and the promotion of a cause within the classroom are inappropriate and unscholarly. The bargaining unit member's attitude should be that of the scholar which is truth-seeking, open-minded, and tolerant.

B. Closed School Days

When the Superintendent/designee deems it necessary to close some or all Bexley City Schools due to inclement weather conditions or situations which are potentially hazardous to the health or welfare of students or staff, the bargaining unit members shall not be required to report to duty and shall be so informed through a system of telephone trees. Said system shall be developed at the local building level and shall require each bargaining unit member to assume responsibility for his/her notification assignment.

When emergency situations or energy-related conditions necessitate the temporary closing of one or more buildings, bargaining unit members may be required to report to duty at an alternate location. If an employee is absent his/her county of residence other than Franklin in a Level III emergency but Bexley is open for school, the absence is excused and the employee may use available personal leave or sick leave or be docked for the day.

C. Facilities for Bargaining Unit Members

1. The following facilities will be provided for each bargaining unit member:
 - a. A separate desk with lockable drawer space, or
 - b. A file cabinet with lockable drawer space.
 - c. A reserved off-street parking space will be provided for the use of those who are handicapped or otherwise infirmed, and for itinerant bargaining unit members who must travel between buildings during the contractual day.
2. In addition to those facilities, the following building facilities will be provided in each building for bargaining unit members:
 - a. lunchroom facilities not available to students,
 - b. separate (men and women) restroom and lavatory facilities not available to students where possible within existing facilities,
 - c. a faculty lounge,
 - d. a telephone for bargaining unit members' use in an area as private as possible,
 - e. bargaining unit members may use the school's telephone for long distance calls in the

case of an emergency or for school purposes.

3. Room Temperature

Uncomfortable working areas limit the effectiveness of teaching and learning. Neither students nor bargaining unit members should be required to work prolonged periods of time in an environment that is physically, unreasonably uncomfortable. When such conditions exist, the bargaining unit member shall report the temperature of the room or area to the building principal. Adjustments or changes will be made to remedy or modify the temperature by the building custodial staff or district maintenance personnel within a reasonable length of time. If the condition cannot be corrected within a reasonable length of time, the bargaining unit member may request that the building principal attempt to relocate the class in a more favorable environment.

D. Length of Contractual Year

Beginning in the 2011-12 school year the length of the regular contractual year shall be no more than one hundred eighty-six (186) days, including the following six (6) days during which students are not in attendance:

1. One (1) day before the opening of school.
2. Central OEA/NEA Day is a non-instructional on-duty day in the district to be used for professional development.
3. One (1) day at the end of the first and second semesters to be used by bargaining unit members for planning and preparation.
4. One (1) day to be recommended by the school calendar committee.
5. One (1) day to be used for professional development.

A bargaining unit member new to the District during his/her initial employment year shall have a contractual year of one hundred eighty-seven (187) days. The additional day shall occur before the regular school year begins.

E. Length of Staff Day

1. Contract Time

The contractual day of any bargaining unit member shall be seven and one-half (7-1/2) hours. The contractual day shall encompass a thirty-minute, duty-free lunch period.

2. Planning Time

Each elementary (grades K-6) bargaining unit member shall be provided during the student week at least two hundred ten (210) minutes of time for day-to-day preparation/grading each week during which no other duties shall be assigned. The two hundred ten (210) minutes shall be divided into periods of at least thirty (30) minutes of

uninterrupted time and, if possible, shall be distributed with an attempt toward an equal distribution throughout the week.

Each secondary (Middle and senior high) bargaining unit member shall be provided during the student day at least one (1) uninterrupted period of time for day-to-day preparation/grading during which no other duties shall be assigned each contractual day except in unusual circumstances. If an unusual circumstance exists, the affected bargaining unit member will be provided at least five (5) periods each week. The length of this period shall not be less than the length of a regular instructional period in that respective building.

3. Monthly Staff Meetings and Staffing Conferences

The contractual day may be extended for a total of thirty (30) hours per school year for monthly staff meetings and/or staff conferences. However, no bargaining unit member shall be required to attend a monthly staff meeting or staff conference for longer than two hours after their regular work day and no earlier than 20 minutes prior to their regular work day. There shall be no more than a total of six hours of staff conferences or staff meetings in any month. Additionally, no bargaining unit member shall be required to attend staffing conferences or staff meetings during their duty-free lunch time.

4. Meeting Times

No teacher meetings or staff conferences will be held or required on Friday afternoon after the regular teacher workday (except for parent emergencies and supplemental duties).

5. Annual Harassment Policy Workshop

A training session will be provided at each building at least once every three (3) years by presenters mutually agreed upon by the Association and principal at each building on the subject of sexual and/or peer harassment. The duration of this training shall be adequate to cover the subject matter and shall not exceed one (1) hour. Attendance by bargaining unit members shall be mandatory and shall not count as part of the other required meeting or in-service time in the District. Additionally, all bargaining unit members new to the District shall receive training in this area prior to the first student school day of the year. Such training shall be adequate to cover the subject matter and shall not exceed one (1) hour in duration.

F. School Calendar

Beginning in the 2011-12 school year the school calendar shall be no more than one hundred eighty-six (186) days which shall include six (6) paid days during which students are not in attendance as set forth in Article VII, Section D.

In January of each year a six (6) member calendar committee shall be appointed. The Superintendent/designee shall appoint three (3) members and the Association President shall appoint three (3) members. In keeping with the provisions of this Agreement, the committee shall

study and make recommendations regarding the school calendar for the following two (2) years. All information and recommendations shall be submitted to the Superintendent/designee and to the Association President on or prior to February 28. No calendar may be adopted which is not in compliance with the provisions of this Agreement.

The requirement of one hundred eighty (180) instructional days shall be waived for a shorter period of time if school(s) are closed for weather, calamity, energy conservation or for other reasons in keeping with applicable law.

The Board retains the final decision-making authority over selection of the school calendar, provided it is in compliance with the above procedures.

G. Scheduled Conference Days

The Board may provide up to four (4) half-day conference periods if needed during the regular school day. These conference periods are to be used exclusively for the use of bargaining unit members and the parents of students.

If the bargaining unit member has the conference(s) outside the normal school day, he/she will not be required to be on duty during the regularly scheduled conference periods.

H. Fee Authorization

1. The following procedure will be used for application and distribution of the fee authorization hours and funds:
 - a. The fee authorization hours and funds will be divided into four (4) equal units for distribution by quarters. Those hours and funds not used will be carried over to the next quarter. No more than the allocated number of hours and funds will be issued during any one school year.
 - b. Each bargaining unit member must complete a written application form. This form must be received by the Central Office no later than the stated deadline.
 - c. If the demand for hours and funds is greater than the number allocated for a particular quarter, the preference orders listed below will be utilized.

PREFERENCE ORDER

- (1) **First Preference**
That bargaining unit member shall be given preference who is taking a course as part of a degree-granting program and/or who by agreement of the Superintendent/designee is taking course work necessary for provisional licensing in a new area of teaching. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.
- (2) **Second Preference**
That bargaining unit member shall be given preference who is taking a course

that is not part of a degree-granting program and has not used a fee waiver in the last four (4) quarters.

- (3) Third Preference
That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last three (3) quarters.
- (4) Fourth Preference
That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last two (2) quarters.
- (5) Fifth Preference
That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last quarter.

Within any preference category, priority will be determined by seniority as defined in Article VI, Section F.

2. Fee waivers and paid hours shall be used in one of the following:
 - a. in the bargaining unit member's area of certification, or
 - b. in another area of certification being pursued by the bargaining unit member within the field of education, or hours approved by the Superintendent/ designee.
3. The Board shall allocate forty thousand dollars (\$40,000) for tuition reimbursement under this Section (H). A year is defined as autumn quarter through summer quarter. Monies not spent in a year shall be carried into the next school year and added to the new appropriation.

Six percent (6%) of the total allocation in paragraph a. above shall be reserved for the use by the Board for non-bargaining unit employees of the district.

4. For each bargaining unit member there shall be a limit of one (1) course per quarter or the course rate as determined by OSU, whichever is applicable. Evidence of the completed course work shall be provided to the Board. If a bargaining unit member does not successfully complete the course he/she shall reimburse the Fee Authorization Fund.
5. The parties agree to interpret this Section of the Master Contract in the following manner:
 - a. A bargaining unit member who has been granted a fee waiver or tuition reimbursement must submit evidence of completion of the course at the end of the quarter in which the course is completed rather than when requesting the next fee waiver.

- b. The amount of one (1) course per quarter shall not apply where, pursuant to the formula set by OSU, fee waiver hours would go unused in the summer. To qualify for one (1) additional course, a bargaining unit member must submit a request for waiver before the normal deadline. This exception shall only apply to fee waivers at OSU and only if there would be unused hours. A bargaining unit member will be limited to a maximum of two (2) courses in a quarter even with this exception.

I. Bargaining Unit Member Participation in the Selection of Chairpersons and Coordinators

Elementary instructional level chairpersons and area coordinators will be elected by those bargaining unit members in the grade level or area of specialty in a manner that endeavors to include both primary grade and intermediate grade representation from each building. The selection of team leaders, secondary department chairpersons, and curriculum development staff members is an administrative function; however, the opinions and recommendations of bargaining unit members within that department will be obtained relative to the selection of chairpersons. Appointments are for one-year terms, and a bargaining unit member may not serve more than four (4) consecutive terms. The election of elementary instructional level chairpersons shall be held every other year (elections at the end of 2008-09 for 2009-10 to be considered year 1) at the end of the school year.

J. Personnel Files

1. To the extent allowed by law, the official personnel file of each bargaining unit member shall be confidential and shall be maintained in the office of the Board.
2. A bargaining unit member shall have access to his/her personnel file upon request when a Central Office administrator or designee is present in the Central Office. A representative of a bargaining unit member shall have access to said bargaining unit member's personnel file when said bargaining unit member requests such access in writing to the Superintendent/designee or his/her designee.
3. A bargaining unit member shall be notified as soon as possible when there is a request to review his/her personnel file by a member of the public and what, if anything, was provided to the requesting person.
4. A bargaining unit member shall be entitled to a copy of any specific material(s) in his/her file upon written request.
5. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the bargaining unit member shall not be placed in a bargaining unit member's personnel file.
6. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or by the bargaining unit member and the Superintendent/designee.

7. All material in the file shall be accurate, relevant, timely and appropriate.
8. Each bargaining unit member shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to his/her personal or professional interest, and the response will be attached to the specific material.

K. Qualifications for Employment

The relationship of a prospective employee to an individual already employed in the District shall have no bearing upon consideration for employment. The Board will not require either through resolution, policy or in contracts, any residence requirement as a condition of employment, reemployment, advancement, promotion or transfer.

L. Mentor

Mentors for staff members new to Bexley City Schools shall receive a stipend of five hundred dollars (\$500.00).

M. Hepatitis B

All bargaining unit members will be given the opportunity to be immunized for Hepatitis B at Board expense. New bargaining unit members shall be given the opportunity to be immunized in their first year of employment at Board expense.

N. Teacher Leader

Where possible the teacher leader assignment will be for two (2) years. Continuation of the assignment may be reviewed at any time upon request of the teacher leader or the principal, and such review shall occur at least every two (2) years. A teacher leader returning to a classroom will be given an assignment under Article VI (J, K, and L).

**ARTICLE VIII
COMPENSATION**

A. Salary and Index

1. The base salary shall be increased per the following schedule in accordance with the index inclusive of the 186 day set forth in (A)(3) below:

7/1/11	\$36,025
7/1/12	\$36,025
7/1/13	\$36,565
7/1/14	\$36,931

The salary schedules are attached as Appendix C.

2. Notwithstanding other terms of this Agreement or its teacher salary schedules, placement on the teacher salary schedules shall be at the Bachelor's Degree, two years

experience step, unless and until such time as the training and experience places the teacher at a higher salary on the schedule.

3. Beginning in the 2011-12 school year, one (1) professional day shall be at per diem which will be paid over the annual pay cycle with the annual salary.

B. Payroll Practices

1. All bargaining unit members employed after July 1, 2009 or any current employee on Pay Plan One must enroll only in Pay Plan One.
 - a. Pay Plan One - Twenty-four (24) equal installments, September through August. Payment will be made on the fifth (5th) and twentieth (20th) of each month.
 - b. Pay Plan Two – (Only allowed for those bargaining unit members who are on Pay Plan Two as of July 1, 2009.) Nineteen (19) equal installments, September fifth (5th) through June fifth (5th) and five small installments June twentieth (20th) to August twentieth (20th). Payments will be made on the fifth (5th) and the twentieth (20th) of each month. (See below for the explanation of five (5) smaller installments.)
2. Direct Deposit

Bargaining unit members are required to have their payroll checks directly deposited in a checking or savings account that is a member of the Federal Banking System. Funds will be available on the appropriate pay date. Members may have up to two (2) direct deposits.

A payroll stub with a payroll voucher will be provided to all bargaining unit members.

3. Procedures
 - a. For those members on Pay Plan Two a calculation will be made before the first pay each year. An amount will be calculated to cover the employee share of all insurance premiums and 125 plan withholdings for the pays from June 20 to August 20 (5 pays). The amount of the calculation, plus a small amount to cover taxes, will be withheld from the total paid over 19 pays. The member will receive 5 small pays from June 20 to August 20 each year. A copy of the calculation will be provided to the member by the Treasurer. Annuity payments must be calculated and deducted in 19 equal installments.
 - b. During the school term, salary pay stubs shall be issued no later than 10:00 a.m. on the appropriate dates applicable each month. When a pay date falls on a Saturday, Sunday, holiday, or school or bank holiday, the salary checks shall be issued the last work day preceding the regular pay date. Salary paystubs shall be enclosed in an envelope and shall not be shown to others by those responsible for their distribution.
 - c. During the summer months, salary paystubs shall be sent by first class mail so that normal delivery will provide that the bargaining unit member will receive his/her paystub on the appropriate date each applicable month.

- d. Bargaining unit members already on a pay plan of their choice and who do not wish to change pay plans are not required to submit an application to maintain their current pay plan as a result of this Agreement.
- e. Pay for tutors, substitute teachers, overtime, summer school teachers, workshops, and other miscellaneous pay will be paid each pay date based on the cutoff date for submitting the information.
- f. Bargaining unit members will have all sick leave, and personal leave accruals posted on the first pay of the month. Days used will be posted to each pay as days are submitted.
- g. All payroll deductions shall be transmitted to the receiving agency or institution within one (1) day of pay day.

C. Column Placement

- 1. Master's Degree Plus - all hours refer to semester hours and must be earned beyond the point of awarding the Master's Degree.
- 2. Bachelor's Degree Plus 15 - all hours must receive prior approval of the Superintendent/designee to count toward this column.
- 3. A teacher who receives national board certification will be paid an additional \$500 annually in addition to his or her current placement on the salary schedule beginning with the school year after the teacher receives the certification so long as the teacher remains so certified.

D. Hourly Home Tutoring

The home tutoring rate shall be increased at the same percentage as the BA-0 is increased throughout the life of this Contract. That rate shall be \$25.11 effective September 1, 2010, and \$25.49 effective September 1, 2013, and \$25.74 effective September 1, 2014.

E. Summer School Salary and Workshop Attendance

The salary paid to bargaining unit members, and only to bargaining unit members who are employed for summer school, shall be at the hourly rate of: (a) Effective June 1, 2011 the rate shall be \$38.20 for courses within the District's course of study and for other courses designated by the Superintendent and effective June 1, 2014 the rates shall be \$38.77 and effective June 1, 2015 the rate shall be \$39.16. Whereas for other courses, the rate shall be \$24.22 effective June 1, 2011 and effective June 1, 2014 the rate shall be \$24.58 and effective June 1, 2015 the rate shall be \$24.83.

The hourly rate of compensation for bargaining unit members attending approved workshops beyond the regular school day or contractual year shall be \$22.05 per hour effective June 1, 2010 and \$22.46 per hour effective June 1, 2011 and \$22.79 per hour effective June 1, 2014 and \$23.02 per hour effective June 1, 2015.

The hourly rates in this Section (E) shall be increased on June 1 in each subsequent year by

the same percentage that the base salary increased at the beginning of that school year.

F. Class Coverage

If an administrator assigns a bargaining unit member to cover another bargaining unit member's class, the covering bargaining unit member shall be paid at a rate per hour or class period. That rate shall be \$22.29 effective July 1, 2010, and \$22.62 effective July 1, 2013 and \$22.85 effective July 1, 2014. The principal will keep a record of times when each bargaining unit member has accepted such teaching responsibilities. Payment shall be made once a year, at the July 5th pay. Any bargaining unit member may have the right to refuse such request without recrimination.

G. Extended Time

Any Board-approved extended time assignment shall be paid at the individual bargaining unit member's regular per diem rate of pay.

H. Mileage Reimbursement

All bargaining unit members required to use a personal vehicle to perform assigned professional duties shall be reimbursed at the per mile IRS rate in effect on July 1 of a school year. This includes, but is not limited to, itinerant bargaining unit members who travel between buildings during the school day, coaches who use their personal vehicles to transport students to or from athletic events and bargaining unit members who use their personal vehicles to transport students on field trips.

I. Severance Pay

1. Incentive for Non-Use of Sick Leave/Retirement Severance Pay

Upon moving into the retirement system, bargaining unit members shall be paid remuneration for their unused sick leave according to the following provisions:

- a. The amount to be paid to the bargaining unit member retiring shall be determined by multiplying the number of days credit by the daily rate of pay.
- b. The daily rate of pay shall be the bargaining unit member 's salary at the time of retirement termination divided by the number of days in the contract year.
- c. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of fifty-five (55) days and one (1) day for every ten (10) days over 250 accumulated days. The mutual intent of this language is to include ten percent (10%) of the accumulated days over 250. Thus, if a retiring teacher has 268 accumulated days, the teacher would be entitled to 55 days of severance plus 1.8 days of severance for the days over 250.

2. Termination Severance Pay

- a. Upon leaving the Bexley School system after ten (10) years of service in the Bexley

School system, bargaining unit members shall be paid remuneration for their unused sick leave according to the following provisions:

- b. The amount to be paid to the bargaining unit member terminating shall be determined by multiplying the number of days credit by the daily rate of pay.
- c. The daily rate of pay shall be the bargaining unit member's salary at the time of termination divided by the number of days in the contract year.
- d. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of twenty-six and one-quarter (26.25) days.

3. General Provisions

Severance pay will be paid to those bargaining unit members who are terminating their employment under these provisions with the Bexley City Schools, on January 10 following the calendar year in which the retirement became effective.

Receipt of payment of accrued but unused sick leave shall eliminate all sick leave credit accrued by the bargaining unit member.

4. IRS 403 Accumulated Leave Plan

All teachers who turn 55 or older in the calendar year in which they retire, will take part in an Accumulated Leave Plan that is offered by an approved annuity company.

1. If a retiring member is a participant in an accumulated leave plan, an employer contribution shall be made on his/her behalf under the accumulated leave plan within sixty (60) calendar days of the participant's last workday in an amount equal to the lesser of:
 - a. The total amount of the Participant's Severance Pay; or
 - b. The maximum contribution amount allowable under the terms of the accumulated leave plan.
2. To the extent that an accumulated leave plan participant's severance pay exceeds the maximum amount allowable under the accumulated leave plan for a calendar year, the excess amount shall be payable to the accumulated leave plan in the following January, up to the maximum accumulated leave plan limits for that calendar year. If there is any remaining excess, it shall likewise be paid in subsequent calendar years; provided, however, that if any excess remains at the end of the fifth calendar year following the calendar year of retirement, the remainder shall be paid in cash to the retired employee.
3. If the member is entitled to have a contribution paid to an accumulated leave plan and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the estate of the deceased member.

J. Pickup of Retirement Contribution

1. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the Board shall pick up each bargaining unit member's mandatory contributions to the State Teachers' Retirement System on Ohio (STRS), provided that no bargaining unit member's total salary is increased by such pickup nor is the Board's total contribution to STRS increased by so doing.
2. The dollar amount to be designated as "picked up" by the Board:
 - a. shall equal the then-current percentage amount of the bargaining unit member's mandatory STRS contribution;
 - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - c. shall be included in computing final average salary;
 - d. shall not be reported by the Board as subject to current federal and state income taxes;
 - e. shall be reported by the Board as subject to city income taxes.
3. Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.
4. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service rulings, this provision of the Agreement shall be declared null and void.

K. Supplemental Salaries (SEE APPENDIX D)

L. Benefits

1. Qualification for Participating in Health and Dental Insurance
 - a. Bargaining unit members who are contracted at less than twenty (20) hours per week may participate in group insurance (dental and health) at their expense. Bargaining unit members who are contracted for at least twenty (20) hours per week but for less than full-time shall have Board contribution to insurance benefits on a basis prorata to full-time. Bargaining unit members receiving full-time insurance benefits in January, 1991 shall continue to be treated as full-time for the duration of this Agreement for insurance fringe benefit purposes.
 - b. Beginning upon the effective date of the next open enrollment, "domestic partners" of teachers and the children of such domestic partners are eligible for benefits under this Section (L) in the same manner and subject to the same conditions, limitations and qualifications as other members of the bargaining unit. "Domestic partners" are two individuals of the same sex who share a regular and permanent residence, who have a committed personal relationship (for at least six months), who can demonstrate financial interdependence, and who are not related by blood, legally married, nor in a domestic partnership with anyone else.

The following benefits are available to the domestic partner and his or her children, whether they are the employee's children, or not, on the same basis as the benefits would be available to the employee's spouse or children:

- a). Medical b). Dental c). Vision and d). COBRA

Policies and Procedures

In order for the domestic partner or children of domestic partners to qualify for coverage, the following forms need to be completed and filed with the Treasurer. These forms will be available electronically on the District Network.

- **Affidavit of Same Sex Domestic Partnership, along with proof required of shared financial obligations.**
- **Domestic Partner Enrollment Form**
- **Tax Information Sheet**

To remove the domestic partner or children of domestic partners from benefits, complete the following form and return it to Human Resources within thirty (30) days of termination of the domestic partnership:

- **Statement of Termination of Domestic Partnership**

2. Dental Insurance

Upon proper application, the Board shall pay one hundred percent (100%) of the cost for single and family coverage of a dental health care insurance program. The benefits of any such program shall not be less than those in the Delta dental program proposed by the Board in the 2003 negotiations.

3. Group Life Insurance

Upon proper application, the Board shall pay one hundred percent (100%) of the monthly premium of a group life insurance policy for each bargaining unit member. Such policy shall provide for an equal amount of accidental death and dismemberment coverage. The face value of the policy will be equal to the regular salary a bargaining unit member earns rounded to the nearest thousand. No bargaining unit member will have less than a \$10,000 face value insurance policy. The policy will also provide a conversion clause to allow the individual at the time his/her employment ends with the Board to convert his/her coverage to an individual policy without requiring a physical examination.

4. Health Insurance

a. 2006-07

- i. The Board will make the following design changes in current Plan 1, effective as soon as possible (August 1, 2006).

Deductible \$250 single/\$500 family

RX copays to \$10/20/30 (mail order = 2x)

Emergency room copay at \$100

Home delivery incentive

- b. For the 2006-07 school year, the Board will pay 90% of the premium of Plan 1: \$393.35 for single coverage monthly and \$1,011.60 for family coverage monthly.

- 5. For each of the following years, the Board will also contribute, in addition to the amount in A2, the following amount monthly to the premiums of Plan 1.

If the premium increases 0-9% in a year, the Board will pay 90% of the increase.

If the premium increases more than 9% in a year, the Board will pay 90% of the first 9% increase and 65% of any increase above 9%.

- 6. Plan 2. Grandfathered employees on the health plan on 5/27/04 will continue receiving the grandfather effect of the 2004-06 Agreement: The Board shall contribute up to the amounts monthly stated in this subsection (L)(4) to the cost of health insurance, except that an employee who is not enrolled in a District health plan on May 27, 2004, and who enrolls in MMO-P Plan 2 shall pay no less than 10% of the premium cost for MMO-Plan 2.

- 7. July, 2006 health insurance cost. The Board will pay 90% of the first 12% increase, and the employee will pay the remainder. The nineteen (19) pay teachers will be made even with the twenty-four (24) pay teachers for summer insurance by August 10.

- 8. IRS 125 Plan

- a. The Board shall apply that part of the bargaining unit member's salary which is the bargaining unit member's participation in the monthly health benefits premium so as to tax-shelter that participation. The Board shall comply with IRS and federal law requirements in doing so.
- b. The Board and Association will investigate establishing an expanded IRS 125 Plan.

- 9. Liability Insurance

The Board shall provide liability insurance for those bargaining unit members who must either convey students in a vehicle or must drive a vehicle in the course of performing their contractual duties. The insurance shall be in effect while bargaining unit members perform duties related to their assignments. This shall not include travel either to or from the bargaining unit member's residence and his/her work site, but does include travel between work sites during the contractual day. The limits of liability for this coverage shall not be less than \$100,000 each person, \$300,000 each accident bodily injury, and \$50,000 each accident property damage. The liability insurance shall be understood to be an additional protection, not a substitute for personal vehicle insurance, and would only be involved when personal insurance is exhausted on

specific claims. Vehicles owned or leased by the Board are fully covered by insurance.

10. Insurance Committee

A standing committee shall be established consisting of one (1) teacher from each building selected by the Association President, one (1) administrators selected by the Superintendent, and one (1) classified employee. The committee shall select its chair from within its membership no later than September 15. The committee shall set meetings as necessary. The duties of the committee shall be to review insurance plans, interview and recommend hiring of a consultant/broker and recommend changes in insurance coverage to the Board and Association who shall vote on implementation of the recommendations. The Board attorney and OEA Labor Relations Consultant shall be ex-officio non-voting members of the committee. The insurance committee will study medical insurance plans and get quotes from other companies. In addition, High Deductible Plans with a Health Savings Account will be thoroughly examined prior to June 2007.

M. Retirement Incentive Plan

1. Qualifications

To be eligible to participate in the Plan, a bargaining unit member:

- a. Shall be at the 18 years experience step on the salary schedule; and
- b. Shall have been employed in the District for eight (8) continuous years prior to the application; and
- c. Shall have by the end of the bargaining unit member's contracted year eligibility for STRS service retirement in 2011-12 or and 2012-13 or 2013-14 or 2014-15.
- d. Shall provide certification of service credit by STRS at the time of application; and
- e. Shall resign effective at the end of the bargaining unit member's contractual year and submit the resignation irrevocably to be approved by the Board by February 28, 2012 for the 2011-12 school year and February 28, 2013 for the 2012-13 school year. February 28, 2014 for the 2013-14 school year and February 28, 2015 for the 2014-15 school year.

2. Application

Bargaining unit members shall submit applications on or before before February 1, 2012 for the 2011-12 school year, and on or before February 1, 2013 for the 2012-13 school year and on or before February 1, 2014 for the 2013-14 school year and on or before February 1, 2015 for the 2014-15 school year. Included with the application will be a copy of the most recent notice to the bargaining unit member from STRS specifying total service credit and a resignation to be accepted by the Board by March 31 contingent upon acceptance of the applying bargaining unit member by the Board into this retirement plan.

3. Payment

Payment shall be in the amount of \$30,000. Payment will be made in two (2) equal installments, September 10 and January 10 following retirement, and payment may be made into an annuity in keeping with applicable IRS regulations.

4. Restrictions

- a. A bargaining unit member may receive this benefit only once and may not receive the benefit while on an STRS disability retirement leave of absence. Applications will be processed in the order of District seniority until a limit of ten (10) has been reached, provided that any bargaining unit member who would lose eligibility under paragraph (1)(c) above shall be given first preference. The Board may elect to fund more than ten (10) bargaining unit members in any year.
- b. Bargaining unit members who are eligible to retire after July 1, 2000 may take this option at the end of the first year in which they reach thirty (30) years of service credit as determined by STRS. Bargaining unit members who meet the other eligibility requirements of STRS may submit resignations by the dates indicated above during any year, however, they must resign no later than the end of the thirtieth (30th) year of service to be eligible for the retirement benefit herein.

N. Payment for Educational Option Instructional Plans or Independent Study

No teacher shall be required to provide educational option instruction or independent study.

O. LPDC Stipends

The LPDC members shall be paid as follows:

Chair \$300 per meeting for an annual Maximum Amount of \$4,500.

Other Members \$250 per meeting for an annual Maximum Amount of \$3,750.

P. High School Stipend

A high school teacher who is assigned to teach a sixth (6th) period of students for one semester or more shall be paid an additional \$2,400 per semester.

Q. Nonresident Student Tuition

Bargaining unit members living outside the District may elect to have their children attend Bexley Schools by filing written notice with the Superintendent at a cost per student equal to the state formula tuition rate, minus \$2,000. Currently, Kindergarten students pay 1/2 of the tuition rate, minus \$1,000. The students shall be accepted and assigned by the Superintendent on a space available basis.

**ARTICLE IX
EMPLOYMENT OF PREVIOUSLY RETIRED TEACHERS**

- A. The Board may fill any certified vacancy with a previously retired certificated/licensed applicant (PRT) subject to the conditions provided below.
- B. PRTs shall be awarded one to three-year contracts of employment that shall automatically expire at the end of the school year indicated on the contract without requirement for any performance evaluation and without any notice of non-renewal.
- C. PRTs may be re-employed from year to year or for multiple years with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year(s), the PRT shall move to the next longevity step on the salary schedule column, subject to (G) below.
- D. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall. The Board will not employ a PRT for a position for which a teacher with recall rights has proper licensure.
- E. PRTs are eligible for sick leave accumulation. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- F. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, but will be eligible for severance pay upon separation from employment for unused sick leave at the rate of ten percent (10%).
- G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H. For purposes of salary schedule placement, a previously retired teacher may be granted up to ten (10) years' service credit upon initial reemployment, but the Board may elect to place a PRT on a higher years' service credit if it is to the advantage of the Board to attract such individual to the District. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.
- I. Rehired retirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehired retirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- J. Tuition reimbursement will not be provided to PRTs.
- K. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.
- L. All PRTs currently employed by the District as of June 1, 2006 will continue with the contract agreement that was established with them by the Board. Their current contract will not be

limited by any items in this Article.

ARTICLE X EFFECTS OF AGREEMENT

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.
- B. The Bexley Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice(s) then the terms of this Agreement shall prevail.
- C. The printing and distribution of the Master Contract shall be done by the Bexley Education Association. The Board shall equally share the cost of such printing. The President of the BEA shall be provided with twenty-five (25) copies of the booklet. A copy of the Master Contract shall also be furnished to all new bargaining unit members upon employment by the Board of Education at the Board's expense.
- D. Except as otherwise specifically provided, this contract shall be effective from March 18, 2011 through June 30, 2015.
- E. The parties acknowledge that during the negotiations, which resulted in this contract, each had the opportunity to make proposals, and the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this contract. Therefore, for the life of this contract, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter covered in this contract.
- F. The Board may make decisions within the scope of its management rights without prior negotiations with, or agreement of, the Association. However, the Board is required to give notice and the opportunity to bargain about the impact of management decisions on the wages, hours, terms and conditions of employment of employees in the unit.

IN WITNESS WHEREOF, we affix our signatures on this 10th day of May, 2011.

BEXLEY EDUCATION ASSOCIATION

[Signature] 5-10-11

President Date

[Signature] 5-10-11

Negotiating Team Member Date

[Signature] 5-25-11

Negotiating Team Member Date

Negotiating Team Member Date

[Signature] 5/17/2011

OEA Labor Relations Consultant Date

**BEXLEY CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

[Signature] 5-10-11

President Date

[Signature] 5-10-11

Superintendent/designee Date

[Signature] 5-10-11

Treasurer Date

*Ratified by the Bexley Education Association on March 18, 2011 and approved by the Board of Education on March 28, 2011.

GRIEVANCE REPORT FORM

Grievance # _____

Name of Grievant: _____

Building: _____

A. Date of Occurrence: _____

B. Statement of Grievance: _____

C. Article and Section alleged to be violated: _____

D. Relief Sought: _____

Signature of Grievant

Date

Signature of Association President

Date

STEP ONE
(Immediate Supervisor)

Principal _____

Date Filed _____

Disposition of Supervisor: _____

Signature of Supervisor

Title

Date

STEP TWO
(Superintendent)

Superintendent _____

Date Filed _____

Disposition of Superintendent: _____

Signature of Superintendent

Date

STEP THREE
(Request for Arbitration)

The Bexley Education Association requests arbitration of this grievance.

Association Representative

Date

Association request for arbitration received by the Superintendent's office on _____
_____, 20____.

Superintendent/Designee

**BEXLEY CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2011/12 - 0% base**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary index	0	36,025 1.0000	37,826 1.0500	39,628 1.1000	41,429 1.1500	43,230 1.2000	45,031 1.2500	46,833 1.3000	48,634 1.3500
salary index	1	38,810 1.0773	40,611 1.1273	42,412 1.1773	44,213 1.2273	46,015 1.2773	47,816 1.3273	49,617 1.3773	51,418 1.4273
salary index	2	41,591 1.1545	43,392 1.2045	45,193 1.2545	46,995 1.3045	48,796 1.3545	50,597 1.4045	52,398 1.4545	54,200 1.5045
salary index	3	44,376 1.2318	46,177 1.2818	47,978 1.3318	49,779 1.3818	51,581 1.4318	53,382 1.4818	55,183 1.5318	56,984 1.5818
salary index	4	46,800 1.2991	48,601 1.3491	50,403 1.3991	52,204 1.4491	54,005 1.4991	55,806 1.5491	57,608 1.5991	59,409 1.6491
salary index	5	49,441 1.3724	51,242 1.4224	53,043 1.4724	54,844 1.5224	56,646 1.5724	58,447 1.6224	60,248 1.6724	62,049 1.7224
salary index	6	51,876 1.44	53,677 1.49	55,479 1.54	57,280 1.59	59,081 1.64	60,882 1.69	62,684 1.74	64,485 1.79
salary index	7	54,434 1.511	56,235 1.561	58,036 1.611	59,838 1.661	61,639 1.711	63,440 1.761	65,241 1.811	67,043 1.861
salary index	8	56,920 1.5800	58,721 1.6300	60,522 1.6800	62,323 1.7300	64,125 1.7800	65,926 1.8300	67,727 1.8800	69,528 1.9300
salary index	9	59,441 1.6500	61,243 1.7000	63,044 1.7500	64,845 1.8000	66,646 1.8500	68,448 1.9000	70,249 1.9500	72,050 2.0000
salary index	10	62,323 1.7300	64,125 1.7800	65,926 1.8300	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800
salary index	11	65,926 1.8300	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800	76,733 2.1300	78,535 2.1800
salary index	12	66,646 1.8500	68,448 1.9000	70,249 1.9500	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,454 2.1500	79,255 2.2000
salary index	13	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800	76,733 2.1300	78,535 2.1800	80,336 2.2300
salary index	14	68,448 1.9000	70,249 1.9500	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,454 2.1500	79,255 2.2000	81,056 2.2500
salary index	15	71,330 1.9800	73,131 2.0300	74,932 2.0800	77,094 2.1400	78,895 2.1900	80,696 2.2400	82,497 2.2900	84,299 2.3400
salary index	16	71,690 1.9900	73,491 2.0400	75,292 2.0900	77,454 2.1500	79,255 2.2000	81,056 2.2500	82,858 2.3000	84,659 2.3500
salary index	17	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,814 2.1600	79,615 2.2100	81,417 2.2600	83,218 2.3100	85,019 2.3600
salary index	18	73,491 2.0400	75,292 2.0900	77,094 2.1400	81,417 2.2600	83,218 2.3100	85,019 2.3600	86,820 2.4100	88,622 2.4600
salary index	20	74,212 2.0600	76,013 2.1100	77,814 2.1600	82,958 2.3028	84,778 2.3533	86,597 2.4038	88,416 2.4543	90,235 2.5048
salary index	21	75,292 2.0900	77,094 2.1400	78,895 2.1900	84,050 2.3331	85,869 2.3836	87,688 2.4341	89,508 2.4846	91,327 2.5351
salary index	24	76,373 2.1200	78,174 2.1700	79,976 2.2200	85,141 2.3634	86,961 2.4139	88,780 2.4644	90,599 2.5149	92,419 2.5654
salary index	27	77,814 2.1600	79,976 2.2200	81,777 2.2700	87,325 2.4240	89,144 2.4745	90,963 2.5250	92,782 2.5755	94,602 2.6260

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150 -0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2012/13 - 0% base**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary index	0	36,025 1.0000	37,826 1.0500	39,628 1.1000	41,429 1.1500	43,230 1.2000	45,031 1.2500	46,833 1.3000	48,634 1.3500
salary index	1	38,810 1.0773	40,611 1.1273	42,412 1.1773	44,213 1.2273	46,015 1.2773	47,816 1.3273	49,617 1.3773	51,418 1.4273
salary index	2	41,591 1.1545	43,392 1.2045	45,193 1.2545	46,995 1.3045	48,796 1.3545	50,597 1.4045	52,398 1.4545	54,200 1.5045
salary index	3	44,376 1.2318	46,177 1.2818	47,978 1.3318	49,779 1.3818	51,581 1.4318	53,382 1.4818	55,183 1.5318	56,984 1.5818
salary index	4	46,800 1.2991	48,601 1.3491	50,403 1.3991	52,204 1.4491	54,005 1.4991	55,806 1.5491	57,608 1.5991	59,409 1.6491
salary index	5	49,441 1.3724	51,242 1.4224	53,043 1.4724	54,844 1.5224	56,646 1.5724	58,447 1.6224	60,248 1.6724	62,049 1.7224
salary index	6	51,876 1.44	53,677 1.49	55,479 1.54	57,280 1.59	59,081 1.64	60,882 1.69	62,684 1.74	64,485 1.79
salary index	7	54,434 1.511	56,235 1.561	58,036 1.611	59,838 1.661	61,639 1.711	63,440 1.761	65,241 1.811	67,043 1.861
salary index	8	56,920 1.5800	58,721 1.6300	60,522 1.6800	62,323 1.7300	64,125 1.7800	65,926 1.8300	67,727 1.8800	69,528 1.9300
salary index	9	59,441 1.6500	61,243 1.7000	63,044 1.7500	64,845 1.8000	66,646 1.8500	68,448 1.9000	70,249 1.9500	72,050 2.0000
salary index	10	62,323 1.7300	64,125 1.7800	65,926 1.8300	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800
salary index	11	65,926 1.8300	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800	76,733 2.1300	78,535 2.1800
salary index	12	66,646 1.8500	68,448 1.9000	70,249 1.9500	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,454 2.1500	79,255 2.2000
salary index	13	67,727 1.8800	69,528 1.9300	71,330 1.9800	73,131 2.0300	74,932 2.0800	76,733 2.1300	78,535 2.1800	80,336 2.2300
salary index	14	68,448 1.9000	70,249 1.9500	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,454 2.1500	79,255 2.2000	81,056 2.2500
salary index	15	71,330 1.9800	73,131 2.0300	74,932 2.0800	77,094 2.1400	78,895 2.1900	80,696 2.2400	82,497 2.2900	84,299 2.3400
salary index	16	71,690 1.9900	73,491 2.0400	75,292 2.0900	77,454 2.1500	79,255 2.2000	81,056 2.2500	82,858 2.3000	84,659 2.3500
salary index	17	72,050 2.0000	73,851 2.0500	75,653 2.1000	77,814 2.1600	79,615 2.2100	81,417 2.2600	83,218 2.3100	85,019 2.3600
salary index	18	73,491 2.0400	75,292 2.0900	77,094 2.1400	81,417 2.2600	83,218 2.3100	85,019 2.3600	86,820 2.4100	88,622 2.4600
salary index	20	74,212 2.0600	76,013 2.1100	77,814 2.1600	82,958 2.3028	84,778 2.3533	86,597 2.4038	88,416 2.4543	90,235 2.5048
salary index	21	75,292 2.0900	77,094 2.1400	78,895 2.1900	84,050 2.3331	85,869 2.3836	87,688 2.4341	89,508 2.4846	91,327 2.5351
salary index	24	76,373 2.1200	78,174 2.1700	79,976 2.2200	85,141 2.3634	86,961 2.4139	88,780 2.4644	90,599 2.5149	92,419 2.5654
salary index	27	77,814 2.1600	79,976 2.2200	81,777 2.2700	87,325 2.4240	89,144 2.4745	90,963 2.5250	92,782 2.5755	94,602 2.6260

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150 -0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2013/14 - 1.50% base**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary index	0	36,565 1.0000	38,393 1.0500	40,222 1.1000	42,050 1.1500	43,878 1.2000	45,706 1.2500	47,535 1.3000	49,363 1.3500
salary index	1	39,391 1.0773	41,220 1.1273	43,048 1.1773	44,876 1.2273	46,704 1.2773	48,533 1.3273	50,361 1.3773	52,189 1.4273
salary index	2	42,214 1.1545	44,043 1.2045	45,871 1.2545	47,699 1.3045	49,527 1.3545	51,356 1.4045	53,184 1.4545	55,012 1.5045
salary index	3	45,041 1.2318	46,869 1.2818	48,697 1.3318	50,526 1.3818	52,354 1.4318	54,182 1.4818	56,010 1.5318	57,839 1.5818
salary index	4	47,502 1.2991	49,330 1.3491	51,158 1.3991	52,986 1.4491	54,815 1.4991	56,643 1.5491	58,471 1.5991	60,299 1.6491
salary index	5	50,182 1.3724	52,010 1.4224	53,838 1.4724	55,667 1.5224	57,495 1.5724	59,323 1.6224	61,151 1.6724	62,980 1.7224
salary index	6	52,654 1.44	54,482 1.49	56,310 1.54	58,138 1.59	59,967 1.64	61,795 1.69	63,623 1.74	65,451 1.79
salary index	7	55,250 1.511	57,078 1.561	58,906 1.611	60,734 1.661	62,563 1.711	64,391 1.761	66,219 1.811	68,047 1.861
salary index	8	57,773 1.5800	59,601 1.6300	61,429 1.6800	63,257 1.7300	65,086 1.7800	66,914 1.8300	68,742 1.8800	70,570 1.9300
salary index	9	60,332 1.6500	62,161 1.7000	63,989 1.7500	65,817 1.8000	67,645 1.8500	69,474 1.9000	71,302 1.9500	73,130 2.0000
salary index	10	63,257 1.7300	65,086 1.7800	66,914 1.8300	68,742 1.8800	70,570 1.9300	72,399 1.9800	74,227 2.0300	76,055 2.0800
salary index	11	66,914 1.8300	68,742 1.8800	70,570 1.9300	72,399 1.9800	74,227 2.0300	76,055 2.0800	77,883 2.1300	79,712 2.1800
salary index	12	67,645 1.8500	69,474 1.9000	71,302 1.9500	73,130 2.0000	74,958 2.0500	76,787 2.1000	78,615 2.1500	80,443 2.2000
salary index	13	68,742 1.8800	70,570 1.9300	72,399 1.9800	74,227 2.0300	76,055 2.0800	77,883 2.1300	79,712 2.1800	81,540 2.2300
salary index	14	69,474 1.9000	71,302 1.9500	73,130 2.0000	74,958 2.0500	76,787 2.1000	78,615 2.1500	80,443 2.2000	82,271 2.2500
salary index	15	72,399 1.9800	74,227 2.0300	76,055 2.0800	78,249 2.1400	80,077 2.1900	81,906 2.2400	83,734 2.2900	85,562 2.3400
salary index	16	72,764 1.9900	74,593 2.0400	76,421 2.0900	78,615 2.1500	80,443 2.2000	82,271 2.2500	84,100 2.3000	85,928 2.3500
salary index	17	73,130 2.0000	74,958 2.0500	76,787 2.1000	78,980 2.1600	80,809 2.2100	82,637 2.2600	84,465 2.3100	86,293 2.3600
salary index	18	74,593 2.0400	76,421 2.0900	78,249 2.1400	82,637 2.2600	84,465 2.3100	86,293 2.3600	88,122 2.4100	89,950 2.4600
salary index	20	75,324 2.0600	77,152 2.1100	78,980 2.1600	84,202 2.3028	86,048 2.3533	87,895 2.4038	89,741 2.4543	91,588 2.5048
salary index	21	76,421 2.0900	78,249 2.1400	80,077 2.1900	85,310 2.3331	87,156 2.3836	89,003 2.4341	90,849 2.4846	92,696 2.5351
salary index	24	77,518 2.1200	79,346 2.1700	81,174 2.2200	86,418 2.3634	88,264 2.4139	90,111 2.4644	91,957 2.5149	93,804 2.5654
salary index	27	78,980 2.1600	81,174 2.2200	83,003 2.2700	88,634 2.4240	90,480 2.4745	92,327 2.5250	94,173 2.5755	96,020 2.6260

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150-0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT
TEACHER SALARY SCHEDULE
2014/15 - 1.00% base**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary index	0	36,931 1.0000	38,778 1.0500	40,624 1.1000	42,471 1.1500	44,317 1.2000	46,164 1.2500	48,010 1.3000	49,857 1.3500
salary index	1	39,786 1.0773	41,632 1.1273	43,479 1.1773	45,325 1.2273	47,172 1.2773	49,019 1.3273	50,865 1.3773	52,712 1.4273
salary index	2	42,637 1.1545	44,483 1.2045	46,330 1.2545	48,176 1.3045	50,023 1.3545	51,870 1.4045	53,716 1.4545	55,563 1.5045
salary index	3	45,492 1.2318	47,338 1.2818	49,185 1.3318	51,031 1.3818	52,878 1.4318	54,724 1.4818	56,571 1.5318	58,417 1.5818
salary index	4	47,977 1.2991	49,824 1.3491	51,670 1.3991	53,517 1.4491	55,363 1.4991	57,210 1.5491	59,056 1.5991	60,903 1.6491
salary index	5	50,684 1.3724	52,531 1.4224	54,377 1.4724	56,224 1.5224	58,070 1.5724	59,917 1.6224	61,763 1.6724	63,610 1.7224
salary index	6	53,181 1.44	55,027 1.49	56,874 1.54	58,720 1.59	60,567 1.64	62,413 1.69	64,260 1.74	66,106 1.79
salary index	7	55,803 1.511	57,649 1.561	59,496 1.611	61,342 1.661	63,189 1.711	65,035 1.761	66,882 1.811	68,729 1.861
salary index	8	58,351 1.5800	60,198 1.6300	62,044 1.6800	63,891 1.7300	65,737 1.7800	67,584 1.8300	69,430 1.8800	71,277 1.9300
salary index	9	60,936 1.6500	62,783 1.7000	64,629 1.7500	66,476 1.8000	68,322 1.8500	70,169 1.9000	72,015 1.9500	73,862 2.0000
salary index	10	63,891 1.7300	65,737 1.7800	67,584 1.8300	69,430 1.8800	71,277 1.9300	73,123 1.9800	74,970 2.0300	76,816 2.0800
salary index	11	67,584 1.8300	69,430 1.8800	71,277 1.9300	73,123 1.9800	74,970 2.0300	76,816 2.0800	78,663 2.1300	80,510 2.1800
salary index	12	68,322 1.8500	70,169 1.9000	72,015 1.9500	73,862 2.0000	75,709 2.0500	77,555 2.1000	79,402 2.1500	81,248 2.2000
salary index	13	69,430 1.8800	71,277 1.9300	73,123 1.9800	74,970 2.0300	76,816 2.0800	78,663 2.1300	80,510 2.1800	82,356 2.2300
salary index	14	70,169 1.9000	72,015 1.9500	73,862 2.0000	75,709 2.0500	77,555 2.1000	79,402 2.1500	81,248 2.2000	83,095 2.2500
salary index	15	73,123 1.9800	74,970 2.0300	76,816 2.0800	79,032 2.1400	80,879 2.1900	82,725 2.2400	84,572 2.2900	86,419 2.3400
salary index	16	73,493 1.9900	75,339 2.0400	77,186 2.0900	79,402 2.1500	81,248 2.2000	83,095 2.2500	84,941 2.3000	86,788 2.3500
salary index	17	73,862 2.0000	75,709 2.0500	77,555 2.1000	79,771 2.1600	81,618 2.2100	83,464 2.2600	85,311 2.3100	87,157 2.3600
salary index	18	75,339 2.0400	77,186 2.0900	79,032 2.1400	83,464 2.2600	85,311 2.3100	87,157 2.3600	89,004 2.4100	90,850 2.4600
salary index	20	76,078 2.0600	77,924 2.1100	79,771 2.1600	85,045 2.3028	86,910 2.3533	88,775 2.4038	90,640 2.4543	92,505 2.5048
salary index	21	77,186 2.0900	79,032 2.1400	80,879 2.1900	86,164 2.3331	88,029 2.3836	89,894 2.4341	91,759 2.4846	93,624 2.5351
salary index	24	78,294 2.1200	80,140 2.1700	81,987 2.2200	87,283 2.3634	89,148 2.4139	91,013 2.4644	92,878 2.5149	94,743 2.5654
salary index	27	79,771 2.1600	81,987 2.2200	83,833 2.2700	89,521 2.4240	91,386 2.4745	93,251 2.5250	95,116 2.5755	96,981 2.6260

All BEA teachers start at BA-2 yrs salary if at BA-0,BA-1,BA15-0,BA15-1,BA150-0 or MA-0

**BEXLEY CITY SCHOOL DISTRICT
SUPPLEMENTAL CONTRACTS
Effective July 1, 2011, July 1, 2012, July 1, 2013 and July 1, 2014**

K. SUPPLEMENTAL SALARIES

(Based on BA 0 level for year listed)

1 Athletic Supplemental Salary Schedule - School Year

		<u>Index</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	
<u>Class I</u>	Start	0.07	2,522	2,522	2,560	2,585	
H.S.	Cheerleader Coach - Fall	4th Yr.	0.09	3,242	3,242	3,291	3,324
H.S.	Cheerleader Coach - Winter	7th Yr.	0.11	3,963	3,963	4,022	4,062
H.S.	Golf / Tennis	10th Yr.	0.13	4,683	4,683	4,753	4,801
H.S.	Weight Training Supervisor						
<u>Class II</u>	Start	0.10	3,603	3,603	3,657	3,693	
H.S.	Baseball / Softball	4th Yr.	0.12	4,323	4,323	4,388	4,432
H.S.	Cross Country / Track	7th Yr.	0.14	5,044	5,044	5,119	5,170
H.S.	Field Hockey / Soccer	10th Yr.	0.16	5,764	5,764	5,850	5,909
H.S.	Swimming / Volleyball						
H.S.	Wrestling						
<u>Class III</u>	Start	0.13	4,683	4,683	4,753	4,801	
H.S.	Basketball	4th Yr.	0.16	5,764	5,764	5,850	5,909
H.S.	Football	7th Yr.	0.19	6,845	6,845	6,947	7,017
H.S.	Athletic Trainer	10th Yr.	0.21	7,565	7,565	7,679	7,756

NOTE:

All High School assistant coaches shall be paid at 75% of total.

V. All head coaches of 7th and 8th grade programs shall be paid at 75% of total.

Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

Grandfather Class - for those staff in position as of 2000-01 school year

H.S.	Weight Training Supervisor	Start	0.09	3,242	3,242	3,291	3,324
		4th Yr.	0.11	3,963	3,963	4,022	4,062
		7th Yr.	0.13	4,683	4,683	4,753	4,801
		10th Yr.	0.15	5,404	5,404	5,485	5,540

**BEXLEY CITY SCHOOL DISTRICT
SUPPLEMENTAL CONTRACTS
Effective July 1, 2011, July 1, 2012, July 1, 2013 and July 1, 2014**

K. SUPPLEMENTAL SALARIES

2 Athletic Supplemental Salary Schedule - Summer

The Summer Supplemental Salary Schedule is for teams approved by the Ohio High School Athletic Association to conduct practice sessions for a minimum of ten (10) days in the summer. The step is based on the immediate past years experience.

			<u>Index</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
<u>Class I</u>		Start	0.01	252	252	256	259
H.S.	Cheerleader Coach - Fall	4th Yr.	0.01	324	324	329	332
H.S.	Cheerleader Coach - Winter	7th Yr.	0.01	396	396	402	406
H.S.	Golf / Tennis	10th Yr.	0.01	468	468	475	480
H.S.	Weight Training Supervisor						
<u>Class II</u>		Start	0.01	360	360	366	369
H.S.	Baseball / Softball	4th Yr.	0.01	432	432	439	443
H.S.	Cross Country / Track	7th Yr.	0.01	504	504	512	517
H.S.	Field Hockey / Soccer	10th Yr.	0.02	576	576	585	591
H.S.	Swimming / Volleyball						
H.S.	Wrestling						
<u>Class III</u>		Start	0.01	468	468	475	480
H.S.	Basketball	4th Yr.	0.02	576	576	585	591
H.S.	Football	7th Yr.	0.02	684	684	695	702
H.S.	Athletic Trainer	10th Yr.	0.02	757	757	768	776

NOTE: All High School assistant coaches shall be paid at 75% of total.
All head coaches of 7th and 8th grade programs shall be paid at 75% of total.
Assistant M.S. Coaches such as football assistant shall be paid 56.25% of total.

**BEXLEY CITY SCHOOL DISTRICT
SUPPLEMENTAL CONTRACTS
Effective July 1, 2011, July 1, 2012, July 1, 2013 and July 1, 2014**

K. Supplemental Salaries -

3 Academic Supplements Schedule

ELEMENTARY

			<u>Index</u>	<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>
<u>Class I</u>	na	Start	0.10	3,603	3,603	3,657	3,693
		4th Yr.	0.12	4,323	4,323	4,388	4,432
		7th Yr.	0.14	5,044	5,044	5,119	5,170
		10th Yr.	0.15	5,404	5,404	5,485	5,540
<u>Class II</u>		Start	0.07	2,522	2,522	2,560	2,585
	Grade Level Chairs	4th Yr.	0.09	3,242	3,242	3,291	3,324
	Building Resource Coordinator	7th Yr.	0.11	3,963	3,963	4,022	4,062
		10th Yr.	0.12	4,323	4,323	4,388	4,432
<u>Class III</u>		Start	0.05	1,801	1,801	1,828	1,847
	Safety Patrol	4th Yr.	0.07	2,522	2,522	2,560	2,585
	Student Council	7th Yr.	0.09	3,242	3,242	3,291	3,324
		10th Yr.	0.10	3,603	3,603	3,657	3,693
<u>Class IV</u>		Start	0.03	1,081	1,081	1,097	1,108
	North Central Internal Chair	4th Yr.	0.05	1,801	1,801	1,828	1,847
	Elementary Spring Drama	7th Yr.	0.08	2,882	2,882	2,925	2,954
		10th Yr.	0.09	3,242	3,242	3,291	3,324
<u>Class V</u>	na	Start	0.01	360	360	366	369
		4th Yr.	0.02	721	721	731	739
		7th Yr.	0.03	1,081	1,081	1,097	1,108
<u>Class VI</u>		Start	0.01	360	360	366	369
	Honors Orchestra	4th Yr.	0.01	432	432	439	443
		7th Yr.	0.01	468	468	475	480

MIDDLE SCHOOL			Index	7/1/2011	7/1/2012	7/1/2013	7/1/2014
<u>Class I</u>	na	Start	0.10	3,603	3,603	3,657	3,693
		4th Yr.	0.12	4,323	4,323	4,388	4,432
		7th Yr.	0.14	5,044	5,044	5,119	5,170
		10th Yr.	0.15	5,404	5,404	5,485	5,540
<u>Class II</u>	Team Leaders	Start	0.07	2,522	2,522	2,560	2,585
	Building Resource Coordinator	4th Yr.	0.09	3,242	3,242	3,291	3,324
		7th Yr.	0.11	3,963	3,963	4,022	4,062
		10th Yr.	0.12	4,323	4,323	4,388	4,432
<u>Class III</u>	Yearbook / Newspaper	Start	0.05	1,801	1,801	1,828	1,847
	Choral / Art and Staging	4th Yr.	0.07	2,522	2,522	2,560	2,585
	Camp Director	7th Yr.	0.09	3,242	3,242	3,291	3,324
	Drama (2 @ 0.5 FTE)	10th Yr.	0.10	3,603	3,603	3,657	3,693
	Student Council						
<u>Class IV</u>	Camp Counselor	Start	0.03	1,081	1,081	1,097	1,108
	Camp Cook	4th Yr.	0.05	1,801	1,801	1,828	1,847
	Power of Pen	7th Yr.	0.08	2,882	2,882	2,925	2,954
	North Central Internal Chair	10th Yr.	0.09	3,242	3,242	3,291	3,324
<u>Class V</u>	Future Cities	Start	0.01	360	360	366	369
		4th Yr.	0.02	721	721	731	739
		7th Yr.	0.03	1,081	1,081	1,097	1,108
<u>Class VI</u>	Math Counts	Start	0.01	360	360	366	369
		4th Yr.	0.01	432	432	439	443
		7th Yr.	0.01	468	468	475	480

HIGH SCHOOL			Index	7/1/2011	7/1/2012	7/1/2013	7/1/2014	
<u>Class I</u>	Newspaper	Start	0.10	3,603	3,603	3,657	3,693	
	Yearbook	4th Yr.	0.12	4,323	4,323	4,388	4,432	
	Band Director	7th Yr.	0.14	5,044	5,044	5,119	5,170	
		10th Yr.	0.15	5,404	5,404	5,485	5,540	
<u>Class II</u>	Department Chair	Start	0.07	2,522	2,522	2,560	2,585	
	In - the - Know	4th Yr.	0.09	3,242	3,242	3,291	3,324	
	Orchestra / Choral	7th Yr.	0.11	3,963	3,963	4,022	4,062	
	Mock Trial	10th Yr.	0.12	4,323	4,323	4,388	4,432	
	Building Resource Coordinator							
	Fall Choral Accompanist							
	Spring Choral Accompanist							
	Leadership Program							
	<u>Class III</u>	Lamplighter Advisor	Start	0.05	1,801	1,801	1,828	1,847
		Stage Manager	4th Yr.	0.07	2,522	2,522	2,560	2,585
Student Council		7th Yr.	0.09	3,242	3,242	3,291	3,324	
Senior Project Coordinator		10th Yr.	0.10	3,603	3,603	3,657	3,693	
Speech / Debate								
Asst. Band Director								
<u>Class IV</u>	Strings Summer	Start	0.03	1,081	1,081	1,097	1,108	
	Summer Band Camp	4th Yr.	0.05	1,801	1,801	1,828	1,847	
	Art Club	7th Yr.	0.08	2,882	2,882	2,925	2,954	
	Cum Laude Society (0.5)	10th Yr.	0.09	3,242	3,242	3,291	3,324	
	National Honor Society (0.5)							
	Environmental Club							
	Class Advisor 12 grade (0.5)							
	Class Advisor 11 grade (0.5)							
	Class Advisor 9 grade (0.5)							
<u>Class V</u>	na	Start	0.01	360	360	366	369	
		4th Yr.	0.02	721	721	731	739	
		7th Yr.	0.03	1,081	1,081	1,097	1,108	
<u>Class VI</u>	Club Advisor with Board approval	Start	0.01	360	360	366	369	
		4th Yr.	0.01	432	432	439	443	
		7th Yr.	0.01	468	468	475	480	

DISTRICT WIDE			Index	7/1/2011	7/1/2012	7/1/2013	7/1/2014
<u>Class I</u>	Chair, Int'l Multicultural	Start	0.10	3,603	3,603	3,657	3,693
	Coordinator	4th Yr.	0.12	4,323	4,323	4,388	4,432
	Chair, Social/Emotional	7th Yr.	0.14	5,044	5,044	5,119	5,170
	Dev. of Youth	10th Yr.	0.15	5,404	5,404	5,485	5,540
<u>Class II</u>	Area Coordinator	Start	0.07	2,522	2,522	2,560	2,585
	Curriculum Development	4th Yr.	0.09	3,242	3,242	3,291	3,324
	Building, Int'l Multicultural	7th Yr.	0.11	3,963	3,963	4,022	4,062
	Coordinator	10th Yr.	0.12	4,323	4,323	4,388	4,432
	Building, Social/Emotional Dev. of Youth						