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AGREEMENT

BETWEEN

**THE IRONTON CITY SCHOOLS
BOARD OF EDUCATION**

AND

**THE IRONTON
EDUCATION ASSOCIATION**

July 1, 2016 thru June 30, 2019

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ARTICLE 1: RECOGNITION

- A. The Ironton City Board of Education, hereinafter referred to as the “Board”, recognizes the Ironton Education Association, hereinafter referred to as the “Association”, as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B.
- B. The Association shall be recognized as the exclusive representative of all full-time and part-time certificated personnel including teachers, Title I teachers, school nurses, guidance counselors, speech therapists, and librarians.

Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

- C. Excluded from the bargaining unit shall be all other employees of the Ironton City Schools, including supervisory, management, confidential, seasonal and casual employees as defined in Section 4117.01 of the Ohio Revised Code, secretaries and teacher aides.
- D. Full-Time and Part-Time Certificated Personnel.
 - 1. “Full-Time” certificated personnel shall be those who work the full schedule of hours as defined in Article 22 for a minimum of one hundred and twenty (120) work days or more in a work year. This shall not include any hours worked as substitute teachers.
 - 2. “Part-Time” certificated personnel shall be those who work less than the full schedule of hours as defined in Article 22 and/or less than the minimal standard of one hundred and twenty (120) work days.

ARTICLE 2: ASSOCIATION RIGHTS

- A. Recognition of the Association as the sole and exclusive representative shall confer upon the Association certain exclusive rights during the term of this Agreement or any written extension thereof.
- B. The Agenda, and non-confidential attachments to said agenda relative to pending Board Actions and approved minutes of the Board shall be made available to the Association President at the close of the work day on the day of their distribution to Board members. The Association President shall, if time allows, be informed of any agenda changes or additions made on the day of the Board meeting. If changes or additions are made on the day of the Board meeting, those materials shall be made available to the Association President or his/her designee upon arrival at the Board meeting.

- C. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of each of the following documents approved or received by the Board and/or Treasurer. Documents shall include:
1. Amended Certificates of Estimated Resources;
 2. Each year's Temporary and Permanent Appropriations Resolutions;
 3. The names and assignment of staff members;
 4. Yearly SM-1 and Quarterly SM-2's;
 5. Monthly Financial Statement of Receipts and Expenditures;
 6. Each month's Cash Position Report.
- D. The Association shall be permitted to use one (1) specifically designated bulletin board in each school for communicating with bargaining unit members. The bulletin board shall be designated by the Principal of each school, but shall be in an area frequented by bargaining unit members. The Association agrees not to post any derogatory material on the bulletin board provided for its exclusive use.
- E. To facilitate communication between the bargaining unit members, the Association shall have the opportunity to use the teacher mailboxes to disseminate routine information to its members. It shall be the responsibility of the Association to distribute its materials to the members, and this shall not interfere with teaching time or other assigned duties of any bargaining unit members. The use of the district's email system by the Association shall be governed by the Acceptable Use Policy as contained in Appendix E of this contract.
- F. Visitation by IEA Representatives.
1. Whenever possible all visits to the school by a representative(s) of the IEA shall be arranged in advance.
 2. Visits by the IEA President or representative(s) shall not interfere with a bargaining unit member or bargaining unit member's teaching duties and such visits normally will be scheduled after normal school hours.
 2. The IEA President and/or representative(s) shall report to the front office of the school upon arrival
 3. Visits by the IEA President and/or representative(s) with bargaining unit members shall only be held in an area to be designated by the building Principal. The Principal shall provide a private area ordinarily free of interruptions.
- G. The Association may be granted use of school facilities at no cost for regular business meetings, not to include strike organizational meetings. Association meetings may not interfere with regular scheduled activities.

- H. The Association President or his/her designee may be recognized by the Superintendent to address the Board for a specified period of time relative to any agenda item. The Association may be placed on the agenda for any Board meeting upon the request of the Association to the Superintendent. The request must be at least four (4) days prior to the scheduled meeting, to enable the Superintendent to comply with Board policy on distribution of agendas.
- I. The Association may be permitted reasonable use of school telephones, copier machines, and audio-visual equipment provided they are not being used or are not required for any school business or activity. Supplies or fees for such use shall be provided or paid by the Association.
- J. Maintenance of Association Membership.

Although it is agreed that union membership is not a mandatory condition of employment, for any employee covered by this Agreement, any employee covered by this agreement prior to signing of this agreement who is currently a member of the bargaining unit, shall continue to pay to the Association dues or fees regularly charged members of the Union in good standing for the life of this Agreement (except as otherwise provided herein).

An employee hired after the signing of this contract and covered by this Agreement (as provided in Article 1: Recognition) who, after completing thirty (30) calendar days of employment shall be subject to the continued membership language above.

- K. Grandfathering-in Provision.

Any employee that was not a member of the Association prior to July 1, 2000 shall be exempted from the membership provisions as identified above. If an employee, who is not currently a dues-paying member of the bargaining unit, decides to join the Association, that employee shall then be required to follow the provisions of this Article as it relates to payment of dues/fair share fee.

- L. The Association shall comply with all federal laws, state laws, and court decisions as they relate to notification of fair share fee determinations, procedures to protest, and notification requirements.
- M. Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the State Employment Relations Board, it shall declare the employee exempt from becoming a member of or financially supporting the Association. The employee shall be required,

in lieu of such fair share fee, to pay an amount of money equal to such fair share fee to a nonreligious charitable fund mutually agreed upon by the employee and the Association.

- N. The Employer shall be relieved from making such deductions upon an employee's:
 - 1. Termination of employment;
 - 2. Transfer to a job other than one covered by the bargaining unit;
 - 3. Layoff from work; and
 - 4. An unpaid leave of absence or when the employee's paycheck amount is one in which a deduction could not be made.

- O. The Association shall indemnify and save Management harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason by any action taken by Management to comply with this Article and the Association's Maintenance of Membership/Fair Share Fee provisions, calculations and notification procedures.

ARTICLE 3: MANAGEMENT PREROGATIVES OF THE BOARD

- A. Except as specifically limited by the terms and provisions of this Agreement, the Board, the Superintendent and the Principals shall retain all rights, powers and authorities vested in them prior to the date of this Agreement.

- B. The rights, powers, authorities mentioned in the above shall include but shall not be confined to the following;
 - 1. The right to manage and control the schools, to determine matters of inherent managerial policy, to determine all locations for school facilities and equipment, the equipment to be used, the processes, techniques, methods, and means to be used in servicing the school system, the right to determine all schedules of events, schedules of working hours, assignments of employees, and the right to establish and maintain and amend occupational classifications, to establish work rules and regulations, to lay off and recall employees whenever necessary.

 - 2. The power to establish rules and regulations governing all employees and pupils, the administration of the school district, use of school district property, attendance at meetings, the compensation and reimbursement of expenses incurred, and to approve the overall budget.

 - 3. The authority to direct, supervise, evaluate, hire, rehire, promote, retain, suspend, discipline, demote, or discharge for just cause, assign and reassign employees, to effectively manage the work force, to maintain discipline and efficiency, non-renew and discharge employees, to determine employee schedules, to determine the adequacy of the work force, to determine the overall

mission and standards of the Board as the employer and in furtherance of its responsibility to the students and community of the school district.

4. All rights, powers and authorities granted at any time to Boards of Education, School Superintendents and Principals by the laws of the State of Ohio, including Section 4117.08 of the Ohio Revised Code as well as such rights powers and authorities which can reasonably be inferred there from.
- C. Where the rights, powers and authorities itemized above are modified or limited by the terms and provisions of this Agreement, they shall only be modified or limited to the extent specifically provided therein.

ARTICLE 4: NEGOTIATIONS PROCEDURES

- A. Negotiations for a successor Agreement shall proceed in accordance with the Ohio Revised Code Chapter 4117.14.
- B. Alternative Impasse Procedure.

The impasse procedure herein shall supersede and replace the impasse procedures set forth under ORC 4117.14.

The parties pledge themselves to negotiate in good faith and in the event of failure to reach an agreement, to utilize in good faith such mediatory facilities as are or may be provided.

The parties agree to negotiate in good faith, exchanging proposals and ideas in an effort to obtain a successor agreement. When either party declares impasse, the parties shall jointly contact FMCS for an assignment of a Mediator to attempt to mediate the issues at impasse.

- C. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All extension shall be for a specified period of time.
- D. Impasse may be declared by either party. If after mediation the parties are still at impasse, the Union may exercise their right to strike under ORC Chapter 4117.14 procedures, with proper notification to the Board of Education.

ARTICLE 5: GRIEVANCE PROCEDURE

- A. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time equitable solutions to grievances which may arise from time to time.
- B. Any individual unit member or the Association itself may file a grievance, which is an alleged violation of any matter negotiated and determined under the provisions of this Agreement.
- C. The following procedures shall be followed with regard to any and all grievances:
 - 1. An alleged violation shall first be discussed informally between the unit member and his/her Principal.

If the problem remains unsolved, after five (5) days a formal grievance shall be filed with the Principal and copied to the Superintendent.
 - 2. If the problem is still unresolved, the unit member shall provide the Superintendent with a formal written grievance, which shall set forth the Article allegedly violated, the facts constituting the alleged violation, the relief sought, the date of the incident of the alleged violation and the signature of the grievant.
 - a. After the receipt of a formal written grievance, the Superintendent and the grievant shall have a meeting, within five (5) working days of the Superintendent's receipt of the formal written grievance.
 - b. If the matter is not resolved at this meeting of the Superintendent and the grievant, the Superintendent and the grievant shall have a formal meeting, together with the business representative of the Association, within five (5) working days of the last meeting. The Superintendent reserves the right to have counsel present at this meeting.
 - c. The Superintendent shall respond in writing to the grievance within five (5) working days of this formal meeting.
 - 3. The Association may itself, through its business agent, initiate a grievance at the third step of the procedure, by supplying the Superintendent with a formal written grievance, when such grievance does not involve a particular unit member or principal, but instead involves an application of the Agreement that affects all bargaining unit members. An individual may only initiate a grievance at the third step of the grievance procedure with the agreement of the Superintendent.
 - 4. A grievant or the Association may appeal the decision of the Superintendent to the Board through the following procedures:

- a. The grievant shall provide the Superintendent with a written notice of his/her intention to appeal within ten (10) days of the Superintendent's decision, to allow adequate time for the Superintendent to arrange for consideration of the appeal at the Board meeting within thirty (30) days of the notice of appeal. This written notice of appeal shall set forth the detailed grievance, the complaints regarding the Superintendent's decision, a request for scheduling of the appeal before the Board, the identity of the grievant or grievants, and the number of individual grievances.
 - b. The Superintendent will have ten (10) days after receipt of the written notice of appeal to notify the grievant(s) when the matter will be taken up before the Board.
- 5. The appeal before the Board shall be for the Board's consideration of the issue or issues raised by the grievance and the Superintendent's decision.
- 6. The Board shall make a disposition of the appeal in a timely matter, and shall promptly notify the grievant or the Association, as the case may be, of the decision of the Board or if the Board is unable to agree on a decision. The grievant or the Association, as the case may be, may, if dissatisfied with the Board's decision, pursue legal remedies and may also resort to legal remedies if a prompt decision is not received from the Board.
- D. The time limits set forth herein may be extended by mutual agreement of the parties, and time shall not be considered of the essence, with the exception of cases involving the termination of a teacher with a continuing contract.
- E. Failure of either party to proceed without giving notice of a need for an extension of time shall result in the dropping of the grievance (when the grievant or Association fails to proceed) or the relief sought shall be given (if the Superintendent or Board fails to proceed).
- F. The procedures of this Agreement shall not affect the right of the grievant or the Association to exercise the right to file an unfair labor practice charge within the time prescribed by law.

ARTICLE 6: SEVERABILITY PROVISIONS

- A. In the event there is a conflict between a provision of this Agreement and ORC 4117.10(A) or a federal law, or valid rule or regulation adopted by a federal agency as determined by a court of competent jurisdiction, ORC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with ORC 4117.10(A) or federal

law or valid rule or regulation adopted by a federal agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

- B. If during the term of this Agreement there is a change in ORC 4117.10(A) or federal law or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.
- C. If during the term of this Agreement there is a change in any applicable state or federal law or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.
- D. The negotiations procedures in Article 4 of this Agreement shall be followed for any of the above mentioned negotiations.

ARTICLE 7: NON-DISCRIMINATION

- A. A member of the bargaining unit shall not be discriminated against or harassed by either the Board or the Association on the basis of race, sex, religion, national origin, handicap, veteran status, gender, ancestry, sexual orientation or age.

ARTICLE 8: PERSONNEL FILES

- A. A personnel file of each member of the bargaining unit may be maintained by the Principal of the location in which that member teaches. This file shall include but not be limited to copies of complaints against that bargaining unit member, all material kept by the principal for use in preparing evaluations of that member and related supervisory materials. The Principal shall forward copies of all official evaluations, complaints and disciplinary records and any other materials used in employment decisions for inclusion in the permanent personnel file maintained in the Board's administrative offices, not later than thirty (30) working days after the event or action giving rise to the document. This file shall contain but not be limited to payroll records, official transcripts, copies of evaluations, certification information, job applications, copies of conference reports, record of employment, and other necessary administrative materials, and also material forwarded from the Principal's personnel file on that member. Copies of the contracts of employment shall be available upon request.

- B. Any personnel action including discipline of a bargaining unit member shall be based only upon material contained or reflected in the permanent personnel file in the Board office.
 - 1. These files shall be considered confidential files. A copy of all materials placed in the permanent personnel file shall be sent to the member upon placement. Bargaining unit members may duplicate any item in their files at the rate of ten cents (10 cents) per sheet.
 - 2. The date and name of the person placing material in the permanent personnel shall be included on the document.
- C. Individual bargaining unit members shall have access to their personnel files upon request to the Principal or to the Superintendent at a time that is mutually convenient, but not less than three (3) working days and does not interfere with the bargaining unit member's regularly assigned duties. The bargaining unit member may be accompanied by another individual of his/her choice. The administration may also, if it so elects, exercise its equal right to representation at this time.
- D. Those authorized to use files of members shall be limited to the Superintendent, Administrative Assistant, members of the Board of Education, Treasurer of the Board, Principals or Supervisors directly responsible in directing the bargaining unit member, or the secretaries or assistants of the above authorized individuals. The Board will comply with 149.43 of the Ohio Revised Code.
 - 1. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file so long as the member exercises his/her right within forty-eight (48) hours of notification being sent to the member, except in response to process of law. The Board of Education will comply with 149.43 of the Ohio Revised Code.
- E. Bargaining unit members may challenge the timeliness, relevancy, accuracy, or completeness of an item in their personnel file in accordance with the provisions of ORC Section 1347.09.
- F. No anonymous materials may be placed in a member's personnel file. The name of the person making the entry and author of the complaint shall be included.

ARTICLE 9: PAY PERIODS

- A. Bargaining unit members shall receive payment in twenty-six (26) equal installments over a twelve (12) month period. Pay day shall be every other Friday, except in cases of

emergency. If there are twenty-seven (27) pay periods, the bargaining unit members will have their pay divided by 27, and paid in 27 equal installments.

- B. Bargaining unit members on extra-curricular contracts shall be paid in twenty-six (26) equal installments over a twelve (12) month period, unless the contract amount is \$1,000 or less, in which case it will be paid in one (1) lump sum at the completion of the contract.
- C. All Bargaining unit members shall have their paychecks directly deposited to their accounts in the financial institution of their choice.

ARTICLE 10: TRAVEL REIMBURSEMENT

- A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles and if approved by the appropriate administrator or Supervisor, be reimbursed at the IRS rate per mile. To be reimbursed, members shall submit the approved form to the Superintendent monthly, to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.
- B. Mileage for traveling teachers shall be calculated from the first school of assignment for the day to the final school of assignment for the day.
- C. Bargaining unit members shall maintain adequate comprehensive liability insurance in compliance with State Law on their automobiles, and a valid Driver's License, therefore signing the expense voucher request for reimbursement shall indicate the same.

Any bargaining unit member who travels shall be required to sign-in at the various locations that he/she visits to perform the duties of his/her job. A form, Staff Visitation Log, will be kept by each building principal as prescribed by the Superintendent. The Staff Visitation Log shall have the date, name of staff member, time the staff member arrives at the building (Time In), time the staff member leaves the building (Time Out), and the next destination of the staff member.

ARTICLE 11: SCHOOL PROCEDURES

- A. The School Administration shall provide all bargaining unit members with a copy of all written procedures and policies of student discipline, hours and other policies, including updates, relating to the operation of the building in which they teach.
- B. The Association President shall be given a copy of all Board Policies and Procedures currently in effect and all updates as they occur.

ARTICLE 12: SEVERANCE PAY

- A. Upon retirement, a bargaining unit member who has worked for ten (10) or more years in the Ironton City School District and who has provided written notification of State Teachers' Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit, up to a maximum of eighty (80) days.
- B. Payment will be made at the bargaining unit member's per diem rate in effect at his/her current salary schedule in the District. The bargaining unit member's per diem rate will be computed on the basis of the number of contract days per year for the member, and shall not include amounts received under supplemental contracts.
- C. Payment will be made not later than thirty (30) days after retirement.
- D. Any payment will be made only after the member becomes a retiree of the State Teachers' Retirement System (STRS). Once such severance payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a bargaining unit member.
- E. In case of the death of a bargaining unit member before retirement, any accrued severance pay will be paid to the estate of said member.
- F. Retirement for the purpose of this Agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his/her effective date of retirement from the State Teachers' Retirement System or the State Employees Retirement System.

ARTICLE 13: TEMPORARY DUTY

- A. If it becomes necessary for any bargaining unit member to assume the responsibility for another bargaining unit member's class during his/her planning period that bargaining unit member shall be reimbursed at the rate of twenty dollars (\$20.00) per period at, Ironton High School and Ironton Middle School. Teachers at the elementary school shall be paid the same rate not to exceed forty-five dollars (\$45.00) per day. If it becomes necessary to assign students to another employee's regularly scheduled class, the teacher shall receive the above per period or daily rate. All students from a given classroom shall be placed in one teacher's room at the same grade level if possible. If it becomes necessary to split the class, then the pay shall be split.
 - 1. The immediate supervisor shall, when feasible, first solicit volunteers from the bargaining unit for such assignment, but shall at all times retain the right to assign bargaining unit members, on a rotation basis.

- B. Such reimbursement shall be remitted to the teacher within the next applicable pay period.
- C. Comp Time

Bargaining unit members may elect to receive comp time rather than the dollar amount stipulated in this article. Comp time shall be made available under the following provisions:

1. The Bargaining Unit Member must inform the administration at the beginning of each school year of his/her decision to receive comp time for services rendered under this provision. This shall be submitted to the building principal, in writing, no later than the first day of school each school year.
 2. If a Member so informs the Administration of his/her decision, that decision shall remain in effect for the remainder of the school year.
 3. In order to qualify for one day of comp time, the Member must serve the following times:
 - a. Ironton High School – seven (7) periods
 - b. Ironton Middle School – equivalent of seven (7) periods
 - c. Ironton Elementary School– six (6) hours
 4. Comp time may not be used to extend a school holiday.
 5. Comp time may be used in one-day increments.
 6. No more than three (3) days may be used consecutively. In the event a Member has not accumulated enough service time to constitute a day for comp time, the Member may be paid for the actual time on a per period or per hour basis or it may be rolled over to the next school year provided said time does not exceed three (3) days.
- D. If said teacher performs duties and/or training, approved by the Superintendent, outside of regular work hours, comp time may be issued if a stipend is not provided

ARTICLE 14: STRS PICK-UP

- A. The Board shall pick-up contributions to the State Teachers' Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:
 1. The amount to be “picked-up” on behalf of each employee shall be at the statutorily mandated rate of the employee’s annual compensation and reduced by

an amount equal to the amount “picked-up” by the Board for the purpose of City, State and Federal Tax.

2. The “pick-up” percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
3. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
4. Payment for sick leave, personal leave, severance, supplemental, etc., including unemployment and worker’s compensation, shall be based in the employee’s gross or daily gross pay prior to the reduction as basis (i.e. gross pay divided by the number of days in a teacher’s contract).

ARTICLE 15: PROFESSIONAL AND ACADEMIC FREEDOM

- A. The Board and the Association recognize the importance of an educational atmosphere that is relatively free from censorship and restraints upon free inquiry, learning, free political rights of citizenship, and the rights of privacy, and in which academic freedom for teacher and student is encouraged.
- B. The Board and the Association recognize their joint obligation as educators, to the students and the community to provide a role model for moral and ethical behavior. The Board and the Association also acknowledge that the private life of a teacher is not within the appropriate concern or attention of the Board except as it may prevent the teacher from properly or efficiently performing his/her assigned functions during the work day, or as it impacts upon his/her professional obligations as a teacher to his/her students. Teachers are responsible for complying with the Ohio Department of Education Code of Professional Educational Conduct and the Board will provide a copy of the Department of Education Code of Professional Education conduct to new hires.
- C. Teachers will be entitled to free rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher unless said activities are violative of law or impact upon the teacher’s professional obligations to his/her students, or detract from establishing a more cooperative atmosphere to increase the students learning potential.
- D. The teacher as a recognized professional shall have the right to choose those instructional methods, issues and/or materials within the accepted curriculum guidelines he or she deems to be appropriate and effective with a given group of students.

Before introducing materials, methods and/or issues of a known controversial nature, the teacher shall consult with the principal as to the advisability of such methods, materials

and/or issues and together they will develop plans to minimize any possible negative reactions to the introduction and use of said controversial materials, methods and/or issues. If a teacher disagrees with the principal's decision, it will be referred to the Superintendent for resolution.

ARTICLE 16: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

- A. All individuals expressing a concern regarding a unit member shall be encouraged by the Administration to attempt to resolve such concerns on an informal level with the member prior to pursuing further procedures. The unit member will be immediately advised of any complaint and the identity of the complainant.
- B. If not resolved with the bargaining unit member alone, complaints against a bargaining unit member shall be handled informally by the bargaining unit member's Principal at his/her discretion. Any complaint which is originally directed to the attention of the Administrative Assistant, Superintendent or Board Members shall be directed back to the attention of the Principal for handling under this procedure.
- C. When a review of the problem indicates to the Principal that the problem has not been resolved, the Principal will meet with the bargaining unit member to discuss the problem or may, at the discretion of the Principal, meet with the complainant and the bargaining unit member together.
- D. If the problem still remains unresolved, the complainant may address the problem to the Administrative Assistant who may, at his/her discretion, meet with the bargaining unit member, the complainant and the Principal, or any of the above.
- E. If the problem continues to remain unresolved, the complainant may address the problem to the Superintendent. A report of the complaint shall be made available to the bargaining unit member. The bargaining unit member shall be provided the opportunity to respond, in writing, to the complainant's problem. Such response shall be forwarded to the Superintendent for his consideration. The Superintendent may, at his/her discretion, make a written determination of the problem, which shall be furnished to both the complainant and the bargaining unit member.
- F. Should a reprimand or any disciplinary action involving the bargaining unit member be anticipated by the bargaining unit member, under this procedure, the bargaining unit member shall have the opportunity to be accompanied by an Association representative at all levels of the procedure set forth above. The Administration also reserves the right to have representation at all such levels of the procedure.

have been attempted, and the reasons for removal, including an outline of the problem, and description of the intervention strategies, should be prepared by the teacher initiating or requesting the removal.

- H. It is the obligation of the Principal of each school to meet with the teachers at his/her facility, to review and discuss this Article and the Board policies 5600, 5500, 5605, & 5610.02 on discipline, and to make every effort to ensure that discipline is appropriately and consistently maintained in his/her facility.
- I. Any case of assault by a student or any other person upon a bargaining unit member during the performance of the bargaining unit member's duties shall be promptly reported to the building Principal and the report forwarded to the Superintendent and local law enforcement authorities.
 - 1. Any bargaining unit member absent due to physical disability resulting from an assault by a student or any other person during the performance of the bargaining unit member's duties as a teacher for the Ironton City School system shall, upon written request and subject to the review and discretion of the Superintendent and the Board, be granted a leave of absence with full pay and benefits for the period of such physical disability in accordance with a doctor's statement specifying the time needed for recovery and the nature of any medical treatment necessary. Such leave shall be granted for no longer than a maximum of twenty (20) days from the day of the assault, except in situations in which the Superintendent and the Board determine that medical proof justifies a longer leave, in which case the leave may be extended for a period at the discretion of the Superintendent and the Board.

ARTICLE 18: FACULTY COUNCIL

- A. The parties to this Agreement recognize that, in the school of contemporary America, cooperation away from the bargaining table is necessary to be successful in improving the educational climate of our schools, and to further the parties' joint goals of productivity and satisfaction in education. Therefore, the Board, the Administration, and the Association agree to establish a joint advisory committee, the Faculty Council, for the Ironton City Schools.
- B. The Council shall be composed of two (2) teachers to represent the elementary school, one (1) teacher to represent the middle school, one (1) teacher to represent the high school, all appointed by the Association, and will be chaired by the superintendent. However, at no time shall the number of administrators exceed the number of teachers. Both the Association and the Administration shall select their representatives by October 1 of each school year.
- C. The principal aims of the Council shall include the following:

1. To work together toward the end of improving the quality of education in the schools;
 2. To find ways to operate the schools more efficiently and effectively;
 3. To work together toward the end of achieving their joint goals of productivity and satisfaction;
 4. To work together toward the end of recommending policies to accommodate the changes in society and in the family environments;
 5. To work together toward the end of building lines of communications to solve their mutual work concerns;
 6. To work together toward the end of improving the working relationship between the Administration and teachers;
 7. To work together to develop a positive and cooperative approach toward discipline which will promote the optimum learning environment for the student;
 8. To work together, within the financial limitations of the school district, to attempt to provide the necessary materials and facilities for the most conducive atmosphere for learning and teaching; and
 9. The Board and the Superintendent will consider input concerning the annual school calendar.
- D. The Council will meet three times, once in the months of November, January, April and/or one other time at the request of the Association or the Superintendent. The time and location of the November meeting will be established by the Superintendent. Subsequent meeting time(s) and location(s) will be established at this first meeting.
1. The Council's function shall be to discuss problems that concern the parties and, to the extent that mutual agreement may be reached, to endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement.
 2. The first item on the Agenda shall alternate from meeting to meeting with respect to issues of concern to the Administration and issues of concern to the Association.

ARTICLE 19: EMERGENCY CLOSINGS OF THE SCHOOLS

- A. Should it be determined by the Superintendent that school cannot be opened for students, bargaining unit members shall not be required to report for work.

- H. The Ironton Board of Education and the Ironton Education Association agree that, for the purposes of implementing special grant programs or improvement opportunities, the parties to this Agreement shall communicate, but shall not be obligated to bargain the implementation of grant programs which are voluntary and which do not affect the wages, hours and working conditions of unit members. Any affect such programs have on wages, hours, terms or conditions of employment of bargaining unit members shall be negotiated. Staff ID badges shall serve as activity passes each year for all school activities.

ARTICLE 21: WORK YEAR

- A. The regular contract year for a member of the bargaining unit shall be no more than one thousand, two hundred seventy-four (1,274) hours, which is one hundred eighty-two (182) days, and shall consist of the following:
1. No more than One thousand, two hundred forty-six (1,246) hours, which is one hundred seventy-eight (178) days, when students are in attendance; and
 2. No more than a total of twenty-eight (28) hours, which is four (4) days, to be used as parent-teacher conference days, teacher in-service days and/or a classroom workday, as determined by the Superintendent.

ARTICLE 22: WORK DAY

- A. The normal full-time teacher work day shall be no more than seven (7) hours inclusive of planning –conference time and thirty (30) consecutive minute-duty free lunch. All employees are expected to be at work on time and stay until their workday is completed.
- B. All full-time bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of 200 minutes per week to be used as planning-conference time.
1. All full-time bargaining unit members assigned to the elementary level shall be provided a minimum of two hundred (200) minutes a week of planning-conference time, no segment of which shall be less than twenty (20) minutes in length.
- C. It is mandatory that Bargaining unit members attend faculty meetings and similar work-related functions that may occur during the course of the school year. Parent-Teacher conferences, teacher in-service, and open house days are part of the school calendar and shall be treated accordingly and attendance at these shall be mandatory for all bargaining unit members. Bargaining unit members may use sick leave on such days.

Bargaining Unit Members who serve more than one (1) building shall not be required to attend more than one (1) Open House per year. Said Bargaining Unit Members shall not be required to spend more time than any other member in parent-teacher conferences. The Bargaining Unit Members are encouraged to make such accommodations as is practical for parents to meet with them as part of the district's parent-teacher conference program.

ARTICLE 23: LEAVES

A. Sick Leave.

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time actually worked at the same rate as that granted full-time bargaining unit members. Unused sick leave shall be accumulated as earned without limit.
2. A new employee with accumulated sick leave from another public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer, not to exceed two hundred and fifteen (215) days.
3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days of sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave(s), such day(s) will be deducted from the bargaining unit member's last pay.
4. Sick leave days may be used to cover absences for 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.
5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-children, grandparents, grandchildren, aunt, uncle, niece, nephew, in-laws or an individual residing in the home of said bargaining unit member, or other family members with the Principal's recommendation and the approval of the Superintendent.

6. Once it is determined a sick day is needed, the bargaining unit member shall notify their immediate supervisor and the person responsible for calling out substitutes no later than 10:30 p.m. and no earlier than 5:30 a.m. When the bargaining unit member is able to return to work, he/she shall notify their immediate supervisor and the person responsible for calling out substitutes prior to 2:00 p.m. on the preceding day. The Board of Education would agree that at the first faculty meeting in November 2016 the parties will discuss how to best improve the calling off from school by the teaching staff and calling out of substitutes.
7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much advance notice as possible. In the case of unforeseen illness or disability, it is recognized that advance notice may not always be possible.
8. Any bargaining unit member using sick leave must furnish his/her Principal with a written signed statement within three (3) days after the bargaining unit member returns to work, on forms prescribed by the Board of Education, to justify the use of such leave. If medical attention is required, the bargaining unit member's statement shall list the name and address of the attending physician and the dates consulted.

9. Sick leave shall be deducted in the following increments:

<u>TIME ABSENT</u>	<u>LEAVE DEDUCTED</u>
0 – 3 ½ hours	½ day
3 ½ or more hours	1 day

10. Unused accumulated sick leave days shall be treated in accordance with the provisions of Article 12.
11. In order to enable Bargaining Unit members to assist any fellow employee or employees' immediate family who are suffering life-threatening or a catastrophic illness, upon approval of the Superintendent a Bargaining Unit member may transfer his/her accumulated sick leave to a fellow Bargaining Unit member so affected under the following conditions:
 - a. Employees who have exhausted all available paid leave, including personal leave shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical conditions.
 1. A bargaining unit member needing a sick leave transfer will contact the Board office to notify the Superintendent of such need.

2. The Superintendent will require the bargaining unit member provide documentation from the recipient's physician attesting to the nature of the illness.
3. Once the Superintendent approves the request for a sick leave transfer, she/he will contact the Associate President of the need for sick leave transfer.
4. The Association President will send a request to the bargaining unit members of a need for sick leave and request that the member notify the Board's payroll clerk of the transfer.
5. The Bargaining Unit member will email the payroll clerk the number of days, not to exceed ten (10) sick leave days, that the member is agreeing to transfer. An email from a member's school email account will serve as authorization for the deduction of sick leave. A member must have at least sixty (60) days of sick leave to authorize a transfer of sick leave to another bargaining unit member.
6. The payroll clerk will deduct the total number of transferred days authorized by the bargaining unit member in the order the emails were received by date, and the by time.
7. Sick leave days transferred will not be deducted until the days are used by the member in need of sick leave days.
8. The Payroll Clerk will notify the Association President when the number of requested days has been reached.
9. A bargaining unit member may not receive more than forty (40) days of sick leave transfer in any school year but the Superintendent has discretion to approve additional days needed for sick leave.
10. The Superintendent shall have the authority to grant sick leave transfer under this provision of Bargain Unit Members for pregnancy and/or minor surgical procedures if he/she seems that the conditions surrounding the request are warranted.

B. Bereavement Leave.

1. One (1) day of Bereavement Leave shall be granted to bargaining unit members for the death of individuals not defined as a member of the employee's immediate family. Such leave shall be deducted from the bargaining unit member's sick leave accumulation.

C. Personal Responsibility Leave.

1. Purposes and Limitations on Use of Personal Responsibility Leave.
 - a. Each full-time bargaining unit member shall be granted three (3) unrestricted days of personal leave during each school year.

“Unrestricted” leave shall mean that there is no restriction as to the reason for the personal leave.

- b. No personal leave day shall be granted to an employee during the of one (1) day before or one (1) day after any school holiday or unscheduled closing, or the first or last day of school, or on days when parent-teacher conferences are scheduled. The Superintendent shall have the authority to waive this provision if, in his opinion, extenuating circumstances exist with a bargaining unit member that warrants said waiver. Bargaining unit members who request that the Superintendent consider such a waiver must submit, in writing, his/her request stipulating such circumstances that exist. Such request must be submitted at least five (5) work days before leave is taken. The decision of the Superintendent is final and is not grievable.
 - c. Personal leave shall be deducted in accordance with paragraph A-9.
 - d. Unused personal leave days shall, at the end of each school year, convert one for one to sick leave days. Unused personal leave days shall not be accumulative. This shall be in addition to the total days earned. Bargaining unit members who have not used any personal days may cash them annually for ninety dollars (\$90.00) per day. One, two or three days may be cashed under this provision.
2. Each request for Personal Leave shall be made by written application to the bargaining unit member’s Principal, who will, in turn, render a decision and notify the applicant. This request shall state the date of the leave, and shall be filed, except in emergencies, two (2) workdays before the day of leave requested in order that a suitable replacement or substitute can be obtained.
 3. Procedure for Administration of Personal Leave shall be:
 - a. The employee shall make written application to his/her Principal two (2) workdays in advance on the form provided by the Board of Education. The employee need provide no reason for taking unrestricted personal leave.
- D. Sabbatical Leave.
1. The Board agrees to provide Sabbatical Leave to bargaining unit members in accordance with the provisions of Section 3319.131 of the Ohio Revised Code. Upon return from such leave, bargaining unit members shall make a presentation based upon the leave at a staff meeting.
- E. Professional Leave.

All members of the staff of the Ironton City Schools are encouraged to attend professional meetings in order to keep abreast of trends in education, and to improve instructional methods.

1. Each request by a bargaining unit member to attend a professional meeting shall be made by a written application on a form provided by the Board, to the member's Principal, who in turn forwards the request to the Superintendent.
2. This request shall state the reason or purpose of the meeting, the date(s), and shall be submitted to the Principal at least three (3) weeks before the date of the meeting in order that a suitable replacement or substitute can be obtained. Written approval or disapproval will be returned to the applicant from the central office.
3. The Superintendent shall have the right to limit the number of applications granted for professional leave on any given school day or in any school year, in order to ensure that the normal operation of the schools will not be materially affected by such absences. Attendance at any given meeting will be further limited to two (2) persons from any department of a building, except as approved by the Superintendent.
4. Expenses.
 - a. When a bargaining unit member takes a professional leave at the request of the Board, or at the request or initiation of the bargaining unit member, the Board shall pay for registration fees, mileage at the IRS rate per mile, meals, and motel or hotel expenses with the prior approval of the Superintendent, and necessary materials related to a workshop.
 - b. Certain limitations will be placed on professional leave expenses to provide for a reasonable level of funds to be expended.

1. Expenditures for food shall be limited as follows:

Breakfast	\$ 9.00
Lunch	\$ 11.00
Dinner	\$ 18.00

Expenditures for motels or hotels shall be pre approved for conference/seminar attendance.

2. Expenditures over the limitations above shall be paid by the bargaining unit member unless the Superintendent grants prior approval for unusual or exceptional conditions.

c. To be reimbursed, written proof of expenditures must be submitted to the Treasurer within thirty (30) days of the leave and should include the following if applicable:

1. Mileage at the IRS rate per mile, if car is driven.
2. Motel or hotel invoices.
3. Receipts for registration fees.
4. Plane or other public transportation invoices.
5. Receipts for meals.

Employee will be reimbursed within thirty (30) days after submitting receipt of expenditures to the Treasurer.

d. Professional leave shall be granted by the Superintendent in accordance with the school system needs and fund limitations.

1. Preference for professional leave requests shall be given to bargaining unit members who have not previously taken such professional leave when duplicate applications are made.
2. Disapproval of a professional leave application shall not constitute grounds for a grievance.

F. Association Leave.

1. The Association shall be granted a total of five (5) days annual leave for the President and/or his/her designees to attend Association business meetings. This leave is non-accumulative.

G. Jury Duty/Witness Duty.

1. Teachers selected as a juror or ordered to appear for jury selection, and who appear in court pursuant to such selection order, shall be paid their regular rate of pay, provided the provisions set forth in (G)(4) of this section are met. Such leave shall not be counted as sick or personal leave.
2. Teachers subpoenaed to testify in court may be paid their regular daily rate of pay if the Superintendent determines that such pay is warranted, provided the provisions set forth in (G)(4) of this section are met.
3. Leave shall be permitted for only such time as it is necessary for the jury duty or to testify due to a subpoena.

4. Teachers receiving a summons or subpoena applicable hereunder must, in order to be eligible for such paid leave, present to his/her principal within forty-eight (48) hours of receipt of the summons or subpoena, the request for such leave along with supporting documents. The amount of any fee received pursuant to jury or witness duty shall be remitted to the Treasurer within (2) weeks following receipt of same.

H. Unpaid Leave of Absence.

1. General Unpaid Leave of Absence.

The Board may grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining unit member.

2. Child Care/Adoption Leave of Absence.

A member who is expecting or adopting a child shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided they pay the premiums or other such fees on the monthly date designated by the Treasurer.

- a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave, if such assignment is available and subject to the RIF procedures. If no such assignment is available, the person shall be placed on the recall list.

- b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

4. Upon the returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior

to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 25. Seniority shall not be accrued while on unpaid leave.

I. Family and Medical Leave Act.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months, shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave each year for the following qualifying reasons:
 - a. To care for a newborn son or daughter;
 - b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;
 - c. To care for a seriously ill spouse, child or parent; or
 - d. Because of their own serious health condition.

Entitlement to child care shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the Board at least a thirty (30) days notice, or as much notice as practicable in foreseeable situations.
3. Family Medical Leave eligibility shall be determined on a rolling twelve (12) month period of time from the date that an individual applies for leave. From the date of the initial application, an eligible person under I-1, is eligible for 12 weeks of FMLA in the next twelve (12) months.
4. Bargaining unit members may, at their option, use their accumulated paid leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks (for example, 4 weeks of paid sick leave and 8 weeks of unpaid leave combination).
5. Leave taken for a period that ends with the school year and begins with the next semester is taken consecutively. Summer recess is not counted against FMLA entitlement.
6. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring a second and third opinions at Board expense. Employees shall use the Department of Labor's Certification of Health Care Provider Form when Medical Certification is required. Employees

shall receive notice by the Department of Labor's Employee Response to FMLA Request Form.

7. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Board and employee and provided all requirements have been satisfied.
 - a. When a bargaining member uses family and medical leave on an intermittent or reduced schedule basis, the Board may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.
 - b. When an instructional employee needs intermittent leave which is foreseeable and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to either:
 1. Take leave for a period or periods of a particular duration; or
 2. Transfer temporarily to an alternative position for which the employee is qualified.
 - c. When an instructional employee begins leave more than five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term:
 1. The leave will last at least three (3) weeks,
 2. The employee would return to work during the three (3) week period before the end of the term.
 - d. When an instructional employee begins leave during the five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term.
 1. The leave will last more than two (2) weeks, and
 2. The employee would return to work during the two (2) week period before the end of the term.
 - e. When an instructional employee begins leave during the three (3) weeks before the end of the term and lasting more than five (5) working days, the employer may require the employee to continue taking leave until the end of the term.

- f. With respect of paragraphs F-2 through F-5, only the time needed for FMLA reasons shall be counted against the FMLA entitlement.
8. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.
 9. For the purpose of this Article, the following definitions shall apply:
 - a. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.
 - b. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per week, or hours per workday, of a bargaining unit member.

ARTICLE 24: TRANSFERS, JOB POSTINGS AND REASSIGNMENTS

A. Definitions.

1. A "vacancy" shall be defined as a job opening in a bargaining unit position by reasons of retirement, resignation, death, non-renewal of contract, termination of contract, promotion, or creation of a new position. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

A "transfer" shall be defined as a change in a job assignment from K-5, 6-8, 9-12 within the district.

A "reassignment" shall be defined as a change in a job assignment within K-5, 6-8, 9-12, including changes in grade level and/or subject area.

B. Voluntary Transfers/Reassignments.

1. When a vacancy occurs the Superintendent shall solicit declarations of interest on the part of unit members, by e-mailing a notice of the job vacancy.

2. Members who desire a reassignment/transfer, or express interest in a vacancy, may file a written declaration of interest with the Superintendent during the five (5) workday period after the solicitation notice is sent out by the Superintendent or after the posting. The Superintendent shall interview all qualified internal applicants for the vacancy.
3. Consideration of members to fill vacancy shall not be limited to members who have filed a declaration of interest. Consideration of members to fill a vacancy shall take into account the following:
 - a. The teacher possesses a valid certification at the time of application for the area(s) listed in the vacancy notice.
 - b. Qualifications.
 - Seniority
 - Experience in job area
 - Coursework in job area

C. Involuntary Transfers/Reassignments.

1. Qualified applicants for vacancies may be considered for vacant positions prior to the involuntary transfer/reassignment of any bargaining unit members.
2. A member being involuntarily transferred/reassigned will only be placed in a position for which the member is certified.
3. Any member being involuntarily transferred/reassigned shall be notified in writing of such transfer/reassignment. Within fifteen (15) days of notice, such teacher shall be granted a conference, upon written request, with the Superintendent and building principal who shall give reasons for such reassignment/transfer.
4. The Superintendent shall have the authority to involuntarily transfer/reassign provided the teacher is given written notice, reasons, and the opportunity for a conference as set forth in paragraph C-3 above.
5. No involuntary transfer/reassignment shall be arbitrary, capricious or disciplinary in nature.

D. Notification

The Administration will make every effort to notify any bargaining unit member who is being transferred or reassigned by August 1.

ARTICLE 25: REDUCTION IN FORCE

- A. The Ironton City School Board of Education may reduce the number of teachers under ORC 3319.7

- B. Seniority.

For the purpose of this Article, Seniority shall be defined as the length of continuous service in the Ironton City Schools.

- 1. Seniority shall begin to accrue from the first day worked in continuous service in the Ironton City Schools.

- 2. Seniority shall accrue for all the time a teacher is on active pay status in the Ironton City Schools, for up to two (2) years while the teacher is receiving Worker’s Compensation benefits.

- 3. Time spent on inactive pay status (which shall be deemed to include unpaid leave, layoff or time during which the teacher receives Worker’s Compensation benefits in excess of two (2) years) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

- 4. Seniority may not be accrued while serving in a non-teaching administrative capacity, but seniority previously accrued shall not be forfeited by serving in such capacity.

- 5. Full-time teachers shall accrue one (1) year of seniority for each year in which the teacher has worked a minimum of one hundred twenty (120) days.

- 6. Part-time teachers shall accrue seniority on a pro-rated basis against the full-time standard.

- 7. No teacher shall accrue more than one (1) year of seniority in any work year.

- 8. If two (2) or more teachers have the same seniority, the most senior teacher will be determined by:
 - a. The first day worked as a full-time employee of the Ironton City Schools; then

 - b. The earliest date of hire by the Ironton City Schools as a full-time employee; then

 - c. If a tie still exists, seniority shall be granted to the teacher holding a continuing contract with the Ironton City Schools for the longest period of time, subject to the other provisions of this Article.

- d. If any tie remains after items 1, 2, and 3 have been considered, the tie will be broken by lot. Individual pieces of paper numbered 0 through 9 will be placed in a container and the teacher drawing the highest number will have greater seniority. (Each teacher will receive one (1) draw.)

C. Seniority Lists.

1. All teachers shall be placed on a seniority list which shall contain the following information: The teacher's name, the initial date of employment with the Ironton City Schools, whether the teacher has a continuing contract or a limited contract and the dates on which these contracts began, each area in which the teacher is certified, and the amount of time the teacher has spent teaching in each area of certification. At the beginning of each year, the Treasurer shall send out a form for each bargaining unit member to fill out or update all the information listed above.
2. The seniority list shall be made available to all teachers in the Administration Office by January 1st of each school year, and a teacher shall promptly inform the Superintendent of any inaccuracies contained in the seniority list.

D. When the Board of Education determines it is necessary to reduce the number of teaching positions, the following procedures shall apply:

1. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, or whose limited contracts are not renewed in accordance with Article 29 of this Agreement. Attrition alone may not be sufficient to accomplish necessary reductions.
2. Reduction needed beyond those available by attrition will be made by suspending contracts. The limited contract of any affected member that expires prior to the effective date of the RIF shall be renewed and then suspended to implement the layoff.
3. Reductions in any area of certification will be made starting with the lowest scores on teacher evaluations in the area of certification. If all scores are comparable, then reductions will begin from the bottom of the seniority list in that area of certification. A member affected may thus elect to displace a less senior member in another area of instruction provided he/she is certified in that area and has comparable or higher evaluations, by notifying the Superintendent of this request within fourteen (14) calendar days.
4. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior member to be laid off before a less senior member, except as provided by the other provisions of this Article.

5. A teacher to be laid off due to RIF shall be given forty-five (45) calendar days prior written notification prior to the implementation of the RIF.
- E. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twenty-four (24) months. Teachers on the recall list will have the following rights:
1. No teachers will be employed by the Board while there are teachers on the recall list who are certified for the vacancy.
 2. Teachers on the recall list shall be recalled in order of certification, continuing contract status, and seniority, for vacancies in areas for which they are certified or become certified, provided such information on certification is timely filed by the teacher with the Board prior to recall.
 - a. Teachers properly certified in the area of instruction will be recalled first. When there are multiple teachers on the recall list that are properly certified, the teacher with the higher evaluation shall be recalled first.
 - b. If multiple teachers on the recall list are properly certified and have comparable evaluations, then a teacher properly certified with comparable evaluations on a continuing contract shall be recalled first. Then a teacher properly certified with comparable evaluations on a limited contract will be recalled in decreasing order of seniority.
 - c. If a tie exists, the procedure delineated in paragraph B-8 above shall be followed to break the tie.
 - d. If a tie still exists, the tie will be broken by lot, as the procedure is described in paragraph B-8(d) above.
 3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address or lengthy vacation. All teachers are required to respond in writing and the response must be received in the Superintendent's office within fourteen (14) calendar days of receipt of the certified announcement. The most senior, as described herein, of those responding will be employed in the vacant position.

Any teacher who fails to respond within fourteen (14) calendar days, or who declines to accept the position, will forfeit all recall rights. If any teacher declines to accept a recall position, this will be considered a break in service.
 4. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same

seniority, accumulation of sick leave and placement of the salary schedule as entitled by law (ORC). Where group insurance policies permit, a teacher on the recall list who does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment, provided the teacher pays the current group rates for such benefits on a monthly basis.

5. Recalled teachers will be restored to the insurance benefits and premiums equivalent to the level currently eligible to others with the recalled teachers original hire date.
 6. After twenty-four (24) months the teacher's name will be removed from the recall list. If the teacher applies for a teaching position after that time the teacher will be given serious consideration for the vacancy.
 7. A teacher's right to unemployment compensation benefits will not be challenged on the grounds that the teacher has refused to accept employment as a substitute teacher on an as needed basis or in a substitute assignment of thirty (30) days or less. (A teacher accepting an assigned substitute position shall remain on the recall list for twenty-four (24) months.)
 8. A unit member laid off from a full-time position and who is recalled to a part-time position shall have the following options:
 - a. Refuse recall to a part-time position, remain on the recall list and continue to collect unemployment compensation; or
 - b. Accept recall to a part-time position, but still remain on the recall list for recall to a full-time position.
- F. This Article creates no other contractual rights or causes for grievance or other action, but is strictly limited to the procedures to be followed in reduction in force situations.

ARTICLE 26: PAYROLL DEDUCTIONS

A. Association Dues Deductions

1. Members of the bargaining unit may sign and deliver to the Treasurer an authorization for deduction from their paycheck for membership dues of the Association and its direct affiliates. Such authorization shall continue in effect until such time said individual gives written notice to the Treasurer of the Board to discontinue such deduction or until employment with the Board is terminated.

2. Authorization to make such deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.
3. The Treasurer of the Association shall notify the Treasurer of the Board in writing by September 30th of each year of the amount to be deducted for both local and all other Association membership dues in accordance with the employee authorization.
4. Deductions shall be made in twenty (20) equal installments beginning with the second (2nd) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted, or until the member's employment ends. New members after September 30th shall have deductions made in equal installments to begin the following pay period after delivery of the authorization card and conclude when all installments have been deducted, or when the member's employment ends.
5. All dues money shall be forwarded to the Ironton Education Association on a monthly basis as stipulated by agreement between the IEA and the Board Treasurer.
6. The Treasurer and the Board shall be held harmless by the Association relative to the legality of said deductions.

B. Other Deductions

1. Members may sign and deliver to the Treasurer an authorization for deduction from their paycheck for any of the following which have 50% or more employee participation.
 - a. Life Insurance (Metro)
 - b. Annuities
 - c. Cancer Insurance
 - d. Christmas Club
 - e. DESCO
 - f. Professional Associations/Fair Share Fee.
 - g. Automobile Club of Southern Ohio (AAA)
 - h. Vitality Center

Only entities that have less than the required 50% employee participation will be subject to determination by central office administration.

2. The amount to be deducted may be changed at any time during the year. New enrollments may occur during the months of September and January.

3. Bargaining unit members who are out of state residents shall, upon written notification to the Treasurer, have state taxes withheld from their paychecks and forwarded to the appropriate state authority.

ARTICLE 27: INSURANCES

A. Hospitalization Insurance

The Board shall make available to full-time bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the Board's conventional insurance plan immediately prior to the signing of this Agreement. The Board reserves the right to change or provide alternate insurance carriers, or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The Board shall pay 85% of the premium for bargaining unit members hired prior to August 1, 2009. The Board shall pay 70% of the premium, for bargaining unit members hired after July 31, 2009. Whenever a Bargaining unit member, grandfathered in at the 85% premium paid by the Board retires under a State of Ohio retirement system, the Board will move the most senior employee hired after August 1, 2009 from the Board payment of seventy percent (70%) of the health insurance premium up to eighty-five percent (85%) of the health insurance premium being paid by the Board.

- B. The Board reserves the right to institute cost containment measures relative to insurance coverage. Such changes may include mandatory second opinions for elective surgery, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, mandatory out-patient elective surgery for designated surgical procedures.
- C. The Board shall offer unit members the election of a Section 125 Cafeteria plan premium conversion. This will allow employee contribution toward health insurance premiums to be treated on a pretax basis.
- D. New employees and anyone not currently covered shall be subject to the provisions of the insurance contract.
- E. The Ironton City School Board of Education shall provide the full-time bargaining unit members with a life insurance program of \$30,000 coverage, provided that said insurance is available for each bargaining unit member pursuant to the conditions set by the insurance provider.

- F. The Ironton City School Board of Education shall pay the cost of a single dental and vision plan, with the full-time bargaining unit members paying the cost difference if they choose to participate in a family plan.
- G. The Board of Education will pay to each full-time bargaining unit member who is currently enrolled in the school district's health insurance plan on July 1, 2016 and who opts out of coverage provided by the Board of Education a payment of \$1000.00.

Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:
 - a. Members who are enrolled in the insurance program as of July 1, 2016 and continue to be eligible for medical insurance.
 - b. All new employees who are eligible for the insurance program and are employed after July 1, 2016.
2. Each member must notify Ironton City School Treasurer in writing of his/her intent to opt-out of the insurance program. Members must provide proof to the District Treasurer of other health insurance coverage to be eligible for this opt-out program.
3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) month of the following year and must be actively employed by the Ironton City School District to be eligible for reimbursement.
4. Persons who are eligible for this program and who are enrolled in the family or single coverage or new employees eligible for family or single coverage opting-out shall be reimbursed \$1000.00 annually.
5. A participant in the program will be reimbursed only under the above stipulations.
6. Each eligible member opting-out of the School District-approved insurance program shall be reimbursed the second pay in the thirteenth month after the election opt-out.
7. Any bargaining unit member who elected to opt-out of the School District approved insurance program who involuntarily loses other insurance coverage through a unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the School District -approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the School District not later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

8. Any bargaining unit member who elected to opt-out of the School District approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.
9. A bargaining unit member who opted-out of the insurance program and who re-enrolls under the above conditions shall be paid by the School District all insurance incentive monies for that opted-out year on a pro-rated basis.

H. Parties agree to reopen Article 27 – Insurance for the 2nd and 3rd year of the Agreement.

ARTICLE 28: TEACHER AND COUNSELOR EVALUATION

Purpose

A. The purposes of teacher evaluation are:

To serve as a tool to advance the professional development of teachers.

1. To inform instruction.
2. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application

A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least fifty (50) percent of their time providing student instruction.

4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.
5. Librarians, Guidance Councilors and Nurses will not fall under the teacher evaluation guidelines.

Evaluators

- A. An evaluator must be a full-time, credentialed immediate supervisor contracted employee of Ironton City Schools.
 1. For the purpose of evaluation, the middle school principal maybe the evaluator of the fifth (5th) grade teachers.
 2. In the case of emergency and an evaluator is on extended leave, and the other evaluators in the district, cannot complete his/her evaluations, the Evaluation Development Committee will meet and review a list of certified evaluators and agree upon one or two alternative evaluators to fulfill the obligations of the evaluator in extended leave.
- B. Teachers in buildings with multiple administrators that have above expected Student Growth Measures may choose the building administer to perform their evaluation.
- C. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership or union activism.

Evaluation Development Committee

- A. The Association and the Board agree to establish a standing joint Evaluation Development Committee for the purpose of establishing the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers in the District.
- B. Committee Composition
 1. The committee shall be comprised of not more than nine (9) Association members appointed by the Association president and not more than two (2) members appointed by the Superintendent. In addition, each party may appoint up to one ad hoc non-voting member to assist and/or attend committee meetings.
 2. Committee members shall be representative of elementary, middle school, secondary, and specialty areas (e.g., computers, music, art, special education) and programs (e.g., technology and career tech) within the District.

C. Committee Operation

1. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate.
2. Members of the committee will receive training in all aspects of OTEs, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
3. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) days following meetings of the committee.
4. Members of the committee will receive release time for committee work and training.
5. The committee may establish sub-committees to assist with their work. Sub-committees will be jointly appointed by the Superintendent/designee and the Association President/designee. The committee shall be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, shall be borne by the Board.

D. Compensation

1. Any committee work performed outside of the contractual work day will be paid at a per diem rate of \$25.00 per hour.

E. Secretarial Support

1. The District will provide secretarial support and assistance to the committee. Responsibilities will include note taking, copying, committee notification, communications, distribution of materials, and other duties as needed.

F. Committee Authority

1. The committee is responsible for jointly reviewing the evaluation instrument and Student Learning Outcomes (SLO's) for teacher evaluation.
2. If either party wishes to consider any change or revision to the evaluation procedure or process, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, during the term of the agreement, then said recommendation shall be subject to ratification by the Board and the Association.

3. Said changes can occur during the instructional year only after all teachers have been observed under the current system. If changes are made all affected teachers will be informed of those changes and the impact of those changes on the evaluation procedure. If changes are to be made, they will be addressed through an Addendum and not open the whole contract.
4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Orientation

- A. All teachers will be notified within the first fourteen (14) school days of each school year, or in the case of a new teacher, within fourteen (14) days of the first day worked, shall be notified in writing of the name his or her evaluator.

Training

- A. Training on the teacher evaluation procedure will be provided annually during in-service or Professional Development days, all teachers prior to the implementation of the evaluation procedure. It shall include the tools, processes, methodology, and the use of student growth measure data.
- B. Evaluators
 1. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.
 2. The evaluators shall be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure, emphasizing the importance of accuracy, potential Equal Employment Opportunity problems, and directions on how to relate performance assessments to the standards for the teaching profession.
 3. Written instructions for evaluators can be supplemented by specific group evaluation instrument training to familiarize evaluators with the process and instrument to assess teacher performance.
 4. Updates to written instructions and group professional development shall occur on an annual basis.
- C. Teachers
 1. Each teacher will be given written instructions on the purpose, mechanics and dimensions of the evaluation procedure.

2. Written instructions can be supplemented by specific group evaluation instrument training to familiarize teachers on how the evaluation instrument and how the evaluation instrument will be utilized.

Schedule for Evaluation

A. No teacher shall be evaluated more than once annually.

1. **For those teachers who received an effectiveness rating of "Accomplished" an evaluation will be conducted only once every three years instead of annually.**
2. **Annual requirements for teachers receiving an "Accomplished" rating:**
 - a. Growth or improvement plan
 - b. At least one observation and at least one conference with the teacher
 - c. Student Growth Measures must be calculated in eTPES and remain average or higher. Cannot exempt SGM. If no SGM available, teacher must be fully evaluated.
3. The Accomplished rating will be carried forward to the Final Summative to complete the rating for this academic year if the requirements above are met. Option available to complete full evaluation, if desired.
4. **For those teachers who received effectiveness rating of "Skilled" an evaluation will be conducted once every two years instead of annually.**
 - a. **Annual requirements for teachers receiving an "Skilled" rating:**
 1. Growth or improvement plan
 2. One observation and at least one conference with the teacher
 3. Student Growth Measures must be calculated in eTPES and remain average or higher. Cannot exempt SGM. If no SGM available, teacher must be fully evaluated.
 - b. The skilled rating will be carried forward to the Final Summative to complete the rating for this academic year, if the requirements are met. Option available to complete full evaluation, if desired.
5. Teachers and counselors will not be evaluated if;
 - a. The teacher has provided a notice of retirement and it has been accepted by the Board by December 1 of the applicable year or;
 - b. The Teacher has missed 50% or more of the school year.

For teachers and counselors that received a rating of "Accomplished" or "Skilled" from another school district, they will be excluded from the deferral cycle for high performing teachers and will be evaluated by the Ironton City Schools until they receive an "Accomplished" or "Skilled" rating from Ironton City Schools, at which point they will receive a deferral for evaluation according to this schedule.

- B. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- C. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, and the teacher is being considered for non-renewal the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher pursuant to division (B), (C)(3), (D), or (E) of that section.

Criteria for Performance Assessment

- A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix D to this agreement.
- B. No teacher shall be evaluated on his or her work performance except based on the observations of the teacher by the teacher's assigned evaluator and the walkthroughs that are set forth in this agreement.
- C. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- D. No misleading, inaccurate, untimely or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
- E. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers, and no teacher performance information shall be collected by electronic devices.

Observations

- A. Schedule of Observations
 - 1. A minimum of two (2) formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of thirty (30) minutes. The first formal observation must be between September 15 and December 15. The second formal observation must be performed between January 15 and April 15 of the school year. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
 - 2. If the date or time of the observation is not convenient then the teacher and evaluator will mutually agree to another date and time.

B. Observation Conference

1. All formal observations shall be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work situation to be observed. The pre-observation conference must be completed within 24 hours of the observation or the school day prior to the evaluation in the case of a weekend.
2. A post-observation conference shall be held with-in five (5) school days after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
3. A teacher may request a formal observation at any time in addition to those required by this procedure.

Walkthroughs

- A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
 1. Evidence of planning;
 2. Lesson delivery;
 3. Differentiation;
 4. Resources;
 5. Classroom environment;
 6. Student engagement; and,
 7. Assessment.
- B. The walkthrough shall be between five (5) and fifteen (15) consecutive minutes.
- C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough.
- D. No more than two (2) walkthroughs will be performed by the assigned evaluator in the observation cycle.
- E. Walkthroughs resulting in the identification of performance deficiencies shall be addressed at a conference following the walkthrough. All deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the conference.

Remediation of Deficiencies Identified During Observations

- A. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.

- B. The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
- C. The remediation plan, as outlined in this section, shall detail:
 - 1. Performance issues documented as deficient;
 - 2. Specific performance expectations;
 - 3. The assistance to be provided by the District to support professional development of the teacher;
 - 4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
 - 5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.
- D. If a remediation plan is developed for the first observation, those identified deficiencies shall be reevaluated as part of the performance assessment process during the second observation.
- E. If a remediation plan is developed after the second observation the plan shall be continued into the next school year.

Finalization of Evaluation

A. Written Report

- 1. Before the evaluation cycle is final, and not later than May 1, a copy of the formal written evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator on or before May 10.

B. Completion of Evaluation Cycle

- 1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report is to be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10, signed by both parties, and sent to the superintendent.

2. Each teacher assigned an evaluation rating of Accomplished on the teacher's most recent evaluation conducted under this article will be evaluated once every three (3) school years, and Skilled every two (2) years. In that case, the biennial evaluation shall be completed by the first day of May of the applicable school year, and the teacher shall receive a written report of the results of the evaluation on or before the tenth day of May of that school year.

C. Response to Evaluation

1. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

Professional Development

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers with above expected levels of student growth will develop a professional growth plan and may choose a credentialed evaluator from their respective building for their evaluation cycle as set forth in this agreement.
2. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with a credentialed evaluator from their respective building and will have input on those credentialed evaluators for the evaluation cycle as set forth in this agreement.
3. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
 - a. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor or another mutually agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator.
 - b. For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

B. Professional growth and improvement plans for a school year shall be developed not later than May 10.

C. Professional growth and improvement plans shall describe the specific performance expectations, resources and assistance to be provided.

- D. The Board shall provide for professional development and for the allocation of financial resources to support and continue teacher growth and improvement and to provide support to poorly performing teachers as set forth in this agreement.

Improvement Plans

An improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth.

For the purposes of this agreement, improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.

The improvement plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion; and,
3. Monetary, time, material, and human resources.

Mentor Teacher (Coach) for Teachers on an Improvement Plan

A. The District will provide teachers under an improvement plan with a trained mentor teacher (coach) who is not the credentialed evaluator. The mentor teacher will be provided release time to allow for meetings and/or observations with the teacher.

B. Role of the Mentor Teacher

1. The mentor teacher must have a minimum of 8 consecutive years of teaching experience.
 - a. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 - b. The mentor teacher must hold a valid teaching certificate/license and should be assigned to teachers with the same area of certification/license if possible.
 - c. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - d. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator as an instructional mentor through formative assessment tools.
2. Release Time

- a. Each mentor teacher shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

3. Protections

- a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
- b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- c. No mentor teacher shall be requested or directed to divulge information from the written documentation, or confidential mentor/mentee discussions.
- d. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
- e. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher. This option may be exercised one (1) time by the mentor teacher or the teacher.

Due Process

- A. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.
- B. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract
- C. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

Personnel Action Requirements

- A. The first year of collected data for the evaluation procedure shall be derived from value-added and other student growth measure scores from assessments taken in the school year

following the effective date of this agreement. The first evaluation cycle shall be completed by first day of May of the second school year following the effective date of this agreement. An evaluation cycle shall not be completed until all teachers have been provided a written report of the results of the evaluation.

- B. Until three years of data have been collected and three evaluations cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this agreement.
- C. For the year prior to the completion of the first evaluation cycle, the District shall assign a level of Skilled for all teachers for purposes of eTPES reporting.

Counselor Evaluation

Standards-Based School Counselor Evaluation

- A. School Counselor evaluations will utilize multiple factors, with the intent of provided meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.
 - 1. Accomplished;
 - 2. Skilled;
 - 3. Developing; or
 - 4. Ineffective
- B. Assessment of School Counselor Performance
 - 1. School Counselor performance will be evaluated during formal observations and periodic informal observation.
- C. Formal Observations
 - 1. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.
 - 2. A high performing school counselor will be evaluated less frequently as follows:
 - a. A school counselor who received a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long s the counselor's metrics for student outcomes for the most recent year for which data is available is "skilled" or higher. If the determination is made to evaluated every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

- b. A school counselor who received a rating of “Skilled” on his/her most recent evaluation may be evaluated every other year, as long as the counselor’s metrics for student outcomes for the most recent year for which data is available, is “Skilled” or higher. If the determination is made to be evaluated every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
3. Evaluations will be completed by May 1 and each school counselor will be provided a written report of the results of his/her evaluation by May 10. Written notice of nonrenewal will be provided by June 1.
4. Procedure:
 1. The observation will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.
 2. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

D. Informal Observations/Walk through Procedure

1. The observation will not be conducted when school counselors are engaged in counseling activities with a student that requires confidentiality.
2. An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation, at least five (5) consecutive minutes but not more than fifteen (15) consecutive minutes.
3. Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically within ten (10) days. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.
 - a. Informal observations shall not unreasonably disrupt and/or interrupt the work day
 - b. A final debriefing and completed form must be shared with the employee within a reasonable amount of time, but not later than May 10.

E. Assessment of student Metrics

1. The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.
2. Data from these approved measures of student growth will be scored on four (4) levels, with a score of “1” being the lowest and “4” being the highest.

F. Final Evaluation Procedures

1. Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.
2. The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt, only. A school employee's signature will not operate as an agreement to the evaluation. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

G. Professional Growth Plan and professional Improvement Plans

1. Based upon the results of the annual evaluations conducted in accordance with this Article, each school counselor must develop either professional growth plan or professional improvement plan as follows:
 - d. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.
 - e. School counselors with a final summative rating of "Skilled" will develop a professional plan collaboratively with their evaluator.
 - f. School counselors with a final summative of "Developing" will develop a professional growth plan collaboratively with their evaluator,. A building administrator must approve the professional growth plan.
 - g. School Counselors with a final summative rating of "Ineffective" will develop a professional growth plan collaboratively with their evaluator,. A building administrator must approve the professional growth plan.

H. The Board will provide financial resources to support the professional development of school counselors.

- I. Retention and promotion decisions/ removal of poorly performing school counselors.
1. The evaluations produced will serve to inform the Board of employment decisions.

Glossary

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
4. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent. Percentage of SLO calculation for poorly attending students with below average growth will be calculated as follows:

% Final Calculation	Days Absent
100%	Less than 11
75%	11 to 15
50%	16 to 25
25%	26 to 44
0%	>44

5. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE’s list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
6. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.
7. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

8. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
9. Evaluation Instrument: The process and forms used by the teacher's evaluator. The OTES forms are located in Appendix D to this agreement.
10. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
11. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
12. Credentialed Third Party Evaluator (CTPE): A person who is employed by an entity contracted by the Board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Ohio Revised Code.
13. Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for three (3) consecutive years, or 2) A teacher who receives an evaluation rating of Ineffective for two (2) of three (3) consecutive years, one of which must be the third year of the three (3) year period.

ARTICLE 29: CONTRACT LENGTH

- A. A limited regular contract shall be issued in the following order:
 1. Upon initial employment, the first contract shall be for one (1) year.
 2. The second contract shall be for one (1) year.
 3. The third contract shall be for one (1) year.
 4. The fourth contract shall be for three (3) years.
 5. The fifth contract shall be for three (3) years.
 6. Subsequent to the fifth (5th) contract, all limited regular contracts shall
- B. The Board of Education will follow Ohio Revised Code 3319.07 and 3319.11 in awarding continuing contract status.

ARTICLE 30: NONRENEWAL OF LIMITED CONTRACTS

- A. It is agreed between the parties that the evaluation process set forth in Article 28 of this Agreement is the agreed-upon method of determining a teacher's ability and professional competency, lack thereof, or improvement thereto. A decision of the Board to nonrenew a teacher's limited contract, except as otherwise provided by ORC Section 3319.16, shall only be made upon the Board's review and consideration of the teacher's evaluation and the decision of the Board in the exercise of the Board's reasonable discretion, that these evaluations reflect a lack of ability or professional competency or failure to improve after counseling and an opportunity to do so.
- B. Except in the case of a supplemental contract, a teacher who alleges a violation of this Article (i.e., that the Board has disregarded the teacher's evaluations or that the evaluation procedure and timelines as set forth in Article 28 and the contractually agreed upon evaluation instruments have not been followed) shall have the right to provide the Superintendent with a formal written grievance as described in Article 5. The grievance shall be processed in accordance with the procedures outlined in Article 5.
- C. A grievance for a violation of this Article shall be limited to allegations that the Board has disregarded the teacher's evaluations or that the evaluator(s) failed to follow the procedural requirements or timelines for evaluation set forth in Article 28 and the contractually agreed upon evaluation instruments. Such a grievance shall not challenge the substance or reopen the particulars of the individual evaluations themselves.

ARTICLE 31: SUPPLEMENTAL CONTRACTS

- A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:
 - 1. Duration of supplemental contract.
 - 2. Title of supplemental position.
 - 3. Amount of supplemental compensation.
- B. Posting and filling of supplemental positions shall be at the discretion of the Board of Education. Acceptance of a supplemental contract shall be voluntary.
- C. Compensation for supplemental duties shall be at a set percentage of the base pay (Step 0-Degree) as set forth in paragraph F of this Article.
- D. The Employer shall provide to the employee written notice of its intent to non-renew

the employee's supplemental limited contract by the last teacher work day of the school year, the provisions of Article 28 – Teacher Evaluations, do not apply to Supplemental limited contracts, nor does Article 30 of this Agreement.

Failure of the employer to provide timely notice of intent to non-renew shall result in the automatic renewal of the contract.

E. Supplemental contracts shall be filled in accordance with the provisions of ORC Section 3313.53.

F. Supplemental Salary Schedule

Position	FY 2015-2016 Licensed Position
Head Football**	21%
Assistant Football (10)	12%
Head Basketball Boys**	21%
Head Basketball Girls**	
Assistant Basketball (9)	12%
Head Baseball	12%
Assistant Baseball (2)	09%
Head Track Boys	12%
Head Track Girls	12%
Assistant Track (3)	09%
Head Softball	12%
Assistant Softball (1)	09%
Head Volleyball	12%
Assistant Volleyball (3)	09%
Head Golf	12%
Head Tennis (Fall, Spring)	12%
Cross Country	12%
Bowling	12%
Summer Physical Fitness	20 days extended service
Winter Physical Fitness	20 days extended service

Note: Physical fitness extended service payment shall be based on the following established rates.

Bachelor's Degree	\$1640
5th Year	\$1707
Master's Degree	\$1777
Cheerleader Advisor	21%
Assistant Cheerleader Advisor	12%
Majorettes, Flag and Field	14%
Drama Director	13%
Assistant Drama	04%
Band Director	22%
Assistant Band Director	11%
IHS Pep Band	04%
High School Guidance A (30 days)	Per diem
College Credit Plus Advisor	\$1030
IHS Guidance B (15 days)	Per diem
IMS Guidance (15 days)	Per diem
IES Guidance (15 days)	Per diem
IHS Academic Advisor	08%
IHS Quiz Bowl Advisor	09%
IMS Quiz Bowl Advisor	04%
IHS Yearbook	09%
IMS Yearbook	04%
IES Yearbook	04%
Audio Technology Advisor	04%
IHS Singers Advisor	09%
Class Advisors 9, 10, 11 & 12 (2)	06%
National Honor Society	02%
German Club Advisor	02%
Key Club Advisor	02%
SADD Chapter Advisor	02%
Science Club Advisor	02%
Spanish Club Advisor	02%
History Club Advisor	02%
Math Club Advisor	02%
Vocational Teachers	10 days extended service

Note: Vocational extended service payment shall be based on the following established rates.

Bachelor Degree	
5th Year	\$854
Masters Degree	\$889
Transportation Director	\$14.73

**\$100.00 per year coaching experience added to Head Football Coach, Head Boys Basketball Coach, and Head Girls Basketball Coach, not to exceed twenty-five (25) years. Experience includes any Head High School coaching experience in the specific named sport.

****As the current Head Football Coach, Head Basketball Coach, and Head Girls Basketball Coach are replaced, the \$100 per year coaching experience will retire. Upon approval of the Board of Education, supplemental positions may be divided equally between two qualified, certified individuals who mutually agree to split a supplemental.

Inactive Positions:

Head Wrestling	Dean of Boys	Dean of Girls
IJHS Intramural	Assistant Wrestling	IJHS Newspaper
GAA Advisor	IHS Intramural	IHS Step Team Advisor

ARTICLE 32: SALARY SCHEDULE

A. Salary Schedule.

1. All employees shall be paid according to the index salary schedule and related provisions of this Article.
2. The base rate of the salary schedule shall be the Bachelor's Degree column, Step 0.
3. Effective August 1, 2016, all degreed bargaining unit members shall receive a three percent (3%) wage increase to the salary schedule only; with reopeners for the second (2nd) and third (3rd) year for Wages and Article 27 Insurance.
4. In addition to the salary increase in 3 above for the 2016-2017 school year the Board of Education will grant a one-time bonus for the first pay in September 2016 of five hundred dollars (\$500.00) and the one-time bonus the first pay in December 2016 of five hundred dollars (\$500.00).

B. Placement on the Schedule.

1. An employee shall be placed on the salary schedule according to the employee's training and experience.
2. An employee with a bachelor's degree who has earned thirty (30) semester hours

after earning the bachelor's degree, shall be placed on the 5th Year column. The earning of 150 hours and a bachelor's degree shall be considered equal to the 5th Year column.

3. An employee with a Master's Degree shall be paid on the Master's Degree column.

C. Recognized Placement Criteria.

1. Any degree referred to above shall mean an earned degree from an accredited institution.
2. Three (3) quarter hours shall equal two (2) semester hours.
3. Upon initial hire, an employee shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio. The Board shall follow Ohio Revised Code in granting experience credit for out-of-state teaching service. An employee shall be given credit for all active military service in the armed forces of the U.S. to maximum step provided on the salary schedule.
4. One (1) year of teaching experience shall mean that employee has provided service for one hundred twenty (120) days or more in any one school year.

D. Advancement on the Salary Schedule.

1. Horizontal Movement.

- a. An employee shall advance horizontally on the salary schedule by acquiring additional training.
- b. An employee shall advance horizontally on the salary schedule when:
 1. Sufficient coursework or higher degree is earned.
 2. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.
- c. Payment on the new column will be retroactive to the first pay of the year, provided the Employer has been provided satisfactory evidence on or before October 1.
- d. Payment on the new column will commence the first pay of the following school year if satisfactory evidence is received after October 1.

2. Vertical Advancement.

- a. An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

APPENDIX A:

SALARY SCHEDULE REPORT

SALARY SCHEDULE REPORT

CERTIFIED TEACHERS

Base Salary \$32,015.00

Description: BACHELORS

Years	Increment	Salary
0	1.00000	32,015.00
1	1.04000	33,296.00
2	1.08000	34,576.00
3	1.12000	35,857.00
4	1.16000	37,137.00
5	1.20000	38,418.00
6	1.24000	39,699.00
7	1.28000	40,979.00
8	1.32000	42,260.00
9	1.36000	43,540.00
10	1.40000	44,821.00
11	1.44000	46,102.00
12	1.48000	47,382.00
13	1.48000	47,382.00
14	1.48000	47,382.00
15	1.48000	47,382.00
16	1.48000	47,382.00
17	1.48000	47,382.00
18	1.48000	47,382.00
19	1.48000	47,382.00
20	1.54000	49,303.00

Description: BA+5

Years	Increment	Salary
0	1.04000	33,296.00
1	1.08670	34,791.00
2	1.13340	36,286.00
3	1.18010	37,781.00
4	1.22680	39,276.00
5	1.27350	40,771.00
6	1.32020	42,266.00
7	1.36690	43,761.00
8	1.41360	45,256.00

9	1.46030	46,752.00
10	1.50700	48,247.00
11	1.55370	49,742.00
12	1.60040	51,237.00
13	1.60040	51,237.00
14	1.60040	51,237.00
15	1.60040	51,237.00
16	1.60040	51,237.00
17	1.60040	51,237.00
18	1.60040	51,237.00
19	1.60040	51,237.00
20	1.64710	52,732.00

Description: MASTERS

Years	Increment	Salary
0	1.08000	34,576.00
1	1.13300	36,273.00
2	1.18600	37,970.00
3	1.23900	39,667.00
4	1.29200	41,363.00
5	1.34500	43,060.00
6	1.39800	44,757.00
7	1.45100	46,454.00
8	1.50400	48,151.00
9	1.55700	49,847.00
10	1.61000	51,544.00
11	1.66300	53,241.00
12	1.72400	55,194.00
13	1.72400	55,194.00
14	1.72400	55,194.00
15	1.72400	55,194.00
16	1.72400	55,194.00
17	1.72400	55,194.00
18	1.72400	55,194.00
19	1.72400	55,194.00
20	1.78500	57,147.00

ARTICLE 33: ATTENDANCE CLAUSE

- A. Bargaining unit members who are absent for zero (0) days for any reasons (which means no use of sick leave or of personal leave) for an entire nine (9) weeks grading period shall

receive a perfect attendance bonus of one hundred eighty-five dollars (\$185.00) for each nine (9) week grading period in which they maintain perfect attendance as defined in this article.

This bonus shall be paid at the end of each nine week grading period.

- B. Principals shall have the authority to permit a teacher to leave his/her school for purposes of medical treatment/emergencies, to watch his/her children participate in school-related activities or attend parent-teacher conferences, or attendance at a funeral or visitation.

A teacher may use such permissive leave up to three (3) occasions. A total of no more than three (3) hours may be distributed in hourly increments to these occasions and such use of permissive leave will not disqualify the teacher for a perfect attendance. Increments of ½ hour may be made if coverage for the affected bargaining Unit member can be secured at no cost to the district. The superintendent shall have the authority to grant additional emergency leave if he/she deems that circumstances warrant same.

ARTICLE 34: NO STRIKE-NO LOCKOUT

- A. There shall be no strike by unit members except under the following conditions:
 - 1. Unit members may strike in accordance with the provisions of ORC 4117.14 (D)(2) i.e. unit members may strike after exhaustion of the impasse procedure contained in Article 4 of this Agreement, provided that the Association has given a ten (10) day prior written notice of its intent to strike to the Board and to SERB.
- B. There shall be no strike by unit members in violation of ORC 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.
- C. Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board member, member of the Administration or representative of the employer.
- D. The Association shall not authorize, call aid or conduct a strike in violation of the above provisions. If an unauthorized strike should occur, as determined by SERB in accordance with ORC 4117.23, the Association shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during and authorized strike, as determined by SERB, is unlawful and in violation of this Agreement. The Board may use the provisions of ORC 4117.16, where appropriate, to have a court of competent jurisdiction enjoin the strike for a period of not to exceed 72 hours. The employer may further employ the provisions of ORC 4117.16 to request SERB to authorize a further

injunction. Once the Association has complied with its affirmative duties under this section, no legal action will be taken against the Association by the Board.

- E. If any unit members strike in violation of this Agreement, they are subject to disciplinary action including discharge, in accordance with ORC 4117.23.
- F. The Board will not lockout unit members during the terms of this Agreement.

ARTICLE 35: CONTRACTING OUT

- A. The Board agrees that, during the duration of the Agreement, it will not contract out work and duties currently performed by bargaining unit members which would cause a layoff or reduction. This shall not prevent the Board, at any time, from instituting programs involving work not currently performed by bargaining unit members, in the interests of curriculum enrichment, in whatever manner is economically feasible.

ARTICLE 36: DRUG-FREE WORKPLACE

- A. No employee of the Ironton City Schools District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana or any other controlled substance as defined in federal and state law.
- B. "Workplace" shall be defined to mean the site for the performance of work done. The workplace includes any school building, school property, school-owned vehicles or school approved vehicle used to transport students to and from school or school activities; off school property during any school-sponsored or school-related activities, event or function, such as a field trip or athletic event where students are under the jurisdiction of the school district.
- C. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.
- D. An employee who violates the terms of this policy will participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to complete such a program he/she shall be non-renewed or employment may be suspended or terminated, at the discretion of the Board. Employees who subsequently violate this policy may be terminated at the discretion of the Board.
- E. Sanctions against employees, including non-renewal, suspension and termination shall be in accordance with the Collective Bargaining Agreement and applicable law.

ARTICLE 37: DISCIPLINE

- A. No bargaining unit member shall be disciplined, reduced in rank of compensation, or demoted, without just cause.
- B. The following system of progressive discipline will be followed:
 - 1. Verbal reprimand
 - 2. Written reprimand
 - 3. Suspension without pay
 - 4. Discharge

However, the severity of the bargaining unit member's action(s) or act(s) will determine the appropriate discipline.

- C. The bargaining unit member's supervisor shall investigate the incident prior to beginning any disciplinary action.
 - 1. A notice of a pre-disciplinary conference shall be given to the employee who is subject to the pending suspension without pay or dismissal. The affected bargaining unit member may have an Association representative at such conference.
 - 2. The notice shall give the time, date and place of the scheduled conference and shall provide at least seventy-two (72) hours notice.
- D. An Association representative shall be permitted to attend the investigatory interview of a member whenever disciplinary action may be contemplated against the member.
 - 1. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.

Any disciplinary action shall be appealable through the grievance procedure.

ARTICLE 38: MENTOR PROGRAM

- 1. Definitions
 - a. Resident Educator(s): All teachers new to the profession and in the first year of employment. They shall be assigned a trained mentor by the Superintendent.

- b. Resident Educator Mentor: A teacher who has received the proper training and is certified by the State of Ohio Department of Education or some other agency licensed or authorized to award such certification to be licensed/certified Resident Educator Mentor, with certification on file with Board's Treasurer.
- c. Formative Assistance: Diagnostic assistance is designed to yield information that will assist the Resident Educator to identify specific areas for skill enhancement. Formative assistance consists of collaboration among the professionals to provide adequate diagnosis and assistance to support individual professional achievement.

2. Resident Educator Program Development and Screening Committee

- a. The Local Professional Development Committee (LPDC) shall screen all applicants referred by the Superintendent who desire to become a mentor in the district. The screening shall be to check the resume of the applicant and not to recommend employment.
- b. Applicants shall submit to the LPDC a resume that contains the following verifiable information:
 - (1) The applicant shall have a minimum of five (5) consecutive years in the teaching profession and a minimum of five (5) years of service in the district.
 - (2) The applicant shall have received average to above average evaluations from their building principal for the previous two (2) evaluation periods. (A letter from the building principal shall be acceptable as proof.)
 - (3) The applicant shall have completed all required course work or training necessary to be a Resident Educator Mentor.
 - (4) A Masters Degree is preferred but successful teaching experience is acceptable.

3. Responsibilities

- a. All mentors for Resident Educators shall meet with their assigned Resident Educator Teacher at least once per week or as necessary.
- b. Mentors shall maintain records of their discussions with the Resident Educator, classroom observation notes, and any other related documentation as deemed necessary and appropriate by the mentor.
- c. A mentor shall not be assigned more than two (2) Resident Educator Teachers in a school year.

- d. The mentor shall not be involved with the decision-making process concerning the hiring or non-renewal of an Resident Educator Teachers limited contract.
4. Restrictions
- a. The Formative Assistance Plan mutually developed by the mentor and the Resident Educator shall not be utilized for corrective measures.
 - b. A mentor shall not participate in any formal evaluation of the Resident Educator, nor shall the mentor be required to or requested to make a recommendation as to the continued employment of the Resident Educator.
 - c. The observations and evaluations of the building principal shall be the determining factor in the recommendation of renewal or non-renewal of the Resident Educator's limited contract.
5. Protections
- a. The mentor teacher shall have no notations made on their evaluation as to the success or non-success of their efforts as a mentor, nor will the Board of Education/Superintendent be required to continue to assign them as mentors.
 - b. A Resident Educator Teacher shall not be required to remain in a Resident Educator Program unless the continuation in the program is part of an effort to remediate noted deficiencies in their teaching abilities. Four (4) years shall be the maximum assignment to this program
6. Program Review
- a. Mentors, Building Principals, Resident Educator's and New Teachers shall meet prior to the end of each school year to assess and evaluate the Resident Educator Program. Any recommendations of change shall be submitted to the Superintendent for final approval.
7. Rate of Pay
- a. The rate of pay for Resident Educator mentors shall be twenty dollars (\$20.00) per hour with a maximum of eight hundred dollars (\$800.00). Mentors must meet the requirements as set forth in the Ironton City Schools Resident Educator Program.

ARTICLE 39: DURATION

- 39.01 This Agreement supersedes and replaces all pertinent statutes, rules and regulations as provided by the express provisions of this Agreement. Where this Agreement is silent or the law is not modified by provisions of the Agreement, applicable law shall prevail.

- 39.02 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Board and the Association and all prior agreements, either oral or written, are hereby canceled. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unequivocally waives the rights, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties all the time they negotiated or signed this Agreement.
- 39.03 This Agreement shall be effective for a period of three (3) years as of July 1, 2016, and shall remain in full force and effect until midnight June 30, 2019.
- 39.04 Reopeners for this contract will be in the Second (2nd) and Third (3rd) years of this contract for Wages and Insurance only.

ARTICLE 40: OUT-OF-STATE TEACHERS WITH CHILDREN ATTENDING THE IRONTON CITY SCHOOLS

Bargaining Unit members who reside outside of the state of Ohio shall have the right to enroll their children in the Ironton City Schools free of all tuition charges.

APPENDIX B: LONGEVITY BONUS PAY

A bonus amount will be paid for five (5) consecutive years, beginning upon the employee's request, any time after completion of the 26th year of service. The bonus shall be paid as follows:

Year one	\$1,200.00
Year two	\$1,200.00
Year three	\$2,000.00
Year four	\$2,000.00
Year five	\$2,000.00

The longevity bonus pay shall be issued in the first paycheck following the last day of school.

APPENDIX C: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Local Professional Development Committee shall be established to oversee and review professional development plans for course work, continuing education units, and /or other equivalent activities as deemed appropriate by the committee.

B. Terms of Office

The term of office for LPDC members serving on the committee shall be two (2) years. Terms shall be staggered with three members appointed to the committee in the first year for a one year term and two members appointed to the committee in the first year for two year terms.

Committee members may be reappointed at the expiration of their terms.

C. Committee Composition and Selection

1. The committee shall have 5 members.
2. Three teacher members appointed by the Association. Two administrative members appointed by the Superintendent.
3. Vacancies will be filled by paragraph B.

D. Chairperson of LPDC

The committee chairperson shall be determined by a majority vote of the LPDC members.

E. Decision Making

Decisions made by the LPDC shall be determined by a majority vote of the LPDC members.

A quorum shall be called when at least three members are present, one of which must be an administrator.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training for the purpose to gain knowledge in the areas of: responsibility, functioning and legal requirements, and other such training as deemed appropriate by a majority of the LPDC members.

2. Released time shall be given to the LPDC members to attend Board-approved training sessions. If training is available outside the workday, members shall be paid \$25.00 per hour plus travel-related expenses.
3. LPDC training for committee members shall constitute appropriate “equivalent activities” for purpose of committee members own IPDP’s.

G. Meetings

The LPDC shall meet when necessary or at the call of two members directing the request to the chair, keeping within the Board-approved LPDC budget funds.

Meetings shall be held at a time that allows for the greatest participation by certified employees who are presenting their plans for approval.

Meetings held during the contractual workday shall not be paid hourly.

Meetings held after the contractual workday shall be paid \$25.00 per hour.

H. Appeals Process

Within thirty (30) days of publication by the Ohio State Department of Education of their regulations/guidelines on LPDC appeals, the LPDC shall meet to decide the procedure which they will apply to all certified employees who may appeal a decision by the LPDC.

APPENDIX D: EVALUATION INSTRUMENT

The Association and the Board of education agree to use the OTES - Ohio Teacher Evaluation System

APPENDIX E: NETWORK PRIVACY AND ACCEPTABLE USE POLICY FOR STAFF MEMBERS

It is the intention of the Ironton City School District Board of Education to protect the privacy of staff members who use the school computers, computer network, and electronic messaging systems to the maximum extent possible given the operational and security needs of the District. The purpose of this policy is to identify the limitations on this privacy and the general restrictions applying to the use of computers and electronic messaging systems of the District.

Acceptable and Unacceptable Uses

The computers, computer network and messaging systems of the School District are intended for educational uses and work-related communications. Incidental use of the e-mail and voice mail systems by staff members for personal communications is permitted as long as such communications are limited in number, are initiated during non-work periods, and do not interfere with the primary intended uses of the system.

The following are uses that are unacceptable under any circumstances:

- The transmission of any language or images which are of a graphic sexual nature
- The transmission of jokes, pictures, or other materials which are obscene, lewd, vulgar, or disparaging of persons based on their race, color, sex, age, religion, national origin, or sexual orientation
- The transmission of messages or any other content which would be perceived by a reasonable person to be harassing or threatening
- Uses that constitute defamation (libel or slander)
- Uses that violate copyright laws
- Uses that attempt to gain unauthorized access to another computer system or to impair the operation of another computer system (for example: the transmission of a computer virus or an excessively large e-mail attachment)
- Any commercial or profit-making activities
- Any fundraising activities, unless specifically authorized by an administrator

Security and Integrity

Staff members shall not take any action that would compromise the security of any computer, network or messaging system. This would include the authorized release or sharing of passwords and the intentional disabling of any security features of the system.

Staff members shall not take any action that may adversely affect the integrity, functionality, or reliability of any computer (for example: the installation of hardware or software not authorized by the System Administrator).

Staff members shall report to the System Administrator or a School District administrator any actions by students which would violate the security or integrity of any computer, network or messaging system whenever such actions become known to them in the normal course of their work duties. This shall not be construed as creating any liability for staff members for the computer-related misconduct of students.

Right of Access

Although the Board of Education respects the natural desire of all persons for privacy in their personal communications, and will attempt to preserve this privacy whenever possible, the operational and security needs of the District's computer network and messaging systems require that full access be available at all times. The School District therefore reserves the right to access any computer, device, or electronic media within its systems and any data, information, or messages that may be contained therein. All such data, information, and messages are the property of the School District and staff members should have no expectation that any messages sent or received on the School District's systems will always remain private.

Association Business

Any use of the District's email system for the purposes of conducting business of the association shall be copies to the Superintendent. The email system shall not be used to organize or promote a strike or any form of work stoppage. Violation of this provision shall result in disciplinary action.

Legal Ref: ORC 3313.20, 3313.47
Children's Internet Protection Act of 2000, 47 USC & 254 (h), (l)

Signed this 22nd day of August, 2016.

FOR THE IRONTON EDUCATION ASSOCIATION:

FOR THE IRONTON CITY SCHOOLS BOARD OF EDUCATION:

Mary Frances Gunderson
Mary Francis Gunderson, President

Burton Payne
Dr. Burton Payne, President

Carrie Munion
Carrie Munion, Vice-President

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Mark Fields, Member

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Tim Johnson, Member

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Doug Graham

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Ron Ross

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Ryan Guthrie, Member