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**COLLECTIVE BARGAINING AGREEMENT**

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between the  
BROWN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION  
and the  
MALVERN EDUCATION ASSOCIATION  
of  
BROWN LOCAL SCHOOLS  
July 1, 2021 to June 30, 2024



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## **DEFINITIONS**

MEA:	Malvern Education Association
BARGAINING AGENT:	Malvern Education Association
BARGAINING UNIT:	Those persons who fall into the certificated personnel definition of Article I (1.01). (All of those eligible for membership in the MEA but not necessarily dues paying members.)
BARGAINING UNIT MEMBER:	All of those personnel <u>eligible</u> for membership in the MEA but not necessarily dues paying members.
ASSOCIATION:	The MEA
BOARD:	The Brown Local School District Board of Education.
REPRESENTATIVE OF ASSOCIATION:	A person(s) who is: (1) either a member of the Association; or, (2) a person(s) who is employed or retained by the Association through its dues structure.

## **ARTICLE I - RECOGNITION**

1.01 The Board of Education of the Brown Local School District, hereinafter referred to as the “Board”, recognizes the Malvern Education Association, hereinafter referred to as the “Association”, affiliated with the OEA/NEA, as the sole and exclusive bargaining agent for the members of the bargaining unit, which shall consist of all teachers, guidance counselors, tutors, speech and hearing therapists, librarians, substitutes who work sixty (60) or more consecutive days, and other similarly situated non-administrative positions, and shall exclude the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Special Education Coordinator/School Psychologist, Administrative Coordinators, Athletic Director, Dean of Students, Supervisors and Substitute Teachers who work fewer than sixty (60) consecutive days per school year, other management and supervisory employees excluded under O.R.C. 4117. The Association recognizes the Board, the elected representative of the people of the Brown Local School District, as the employer of all certificated personnel of the Brown Local School District including the members of the Association.

## **ARTICLE II - PROFESSIONAL NEGOTIATIONS**

2.01 The parties will hold their first negotiations session with proposal(s) by February 15 of the year this contract expires. After the initial meeting, new items cannot be added without consent of both parties. Length, times and dates of negotiation sessions will be mutually agreed by the parties.

2.02 Negotiation Meetings

- A. All negotiation sessions shall be held in executive session unless mutually agreed to by both parties to make such sessions public.
- B. Either party may caucus at any time; however, both parties agree not to abuse such rights and will limit all caucuses to a maximum of thirty (30) minutes unless an extension is agreed to mutually.
- C. At the completion of each negotiation session, a mutually agreeable time, place and date shall be set for the next negotiating session.

2.03 Teams

Each negotiating team shall consist of not more than five (5) persons. The composition of the team shall be in the sole discretion for the respective parties except that both elementary and secondary personnel must be included on the Association team. Consultants used by either party, either in or in conjunction with any such negotiation session or meeting, shall be paid by the party using them.

2.04 Information

Prior to and during the period of bargaining, each party will provide the other, upon written request, all regularly and routinely prepared information concerning issues under consideration.

2.05 Negotiable Items

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding all matters pertaining to wages, hours, or other terms and conditions of employment and the continuation, modification, or deletion of any existing provision of this contract.

2.06 Good Faith

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

2.07 News Release

While "good faith" negotiations are continuing, there shall be only joint media releases relating to negotiations. Nothing in this document shall be construed to limit the free and open sharing of information and/or progress of negotiations with the respective groups represented by the parties.

## 2.08 Tentative Agreement and Ratification

- A. As negotiated items are agreed upon, they shall be reduced to writing and initialed by the chief negotiators for each party.
- B. When the negotiating teams reach tentative agreement, they shall recommend acceptance of the Agreement to the parties they represent.
- C. Upon reaching tentative agreement, said Agreement shall be presented to the Association for ratification within ten (10) calendar days. Upon ratification by the Association, the Agreement shall be presented to the Board for consideration within ten (10) calendar days.

The acceptance or rejection of the Agreement by the Board shall take place no later than twenty (20) calendar days after ratification by the Association. The Agreement shall become the contract between the parties stated in the Agreement.

## 2.09 Dispute Resolution Procedure

If after bargaining for forty-five (45) calendar days from February 15 and an agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations.

If a party calls for FMCS involvement in negotiations dispute resolution, the other party shall join in the request for assistance. Date, place, time, and length of mediation sessions shall be determined by the FMCS mediator after conferring with the parties.

The parties will continue mediation until agreement is reached on all issues or the bargaining agreement has expired; provided, however, that upon the expiration of the collective bargaining agreement the Association retains the right to strike in accordance with 4117.14(D)(2) of the Ohio Revised Code. The parties may mutually agree to continue mediation after expiration of the agreement.

## 2.10 Procedure for Change or Amendment

Either party desiring changes in this Agreement must notify the other party in writing by following procedures defined herein; however, changes may be made at any time by mutual consent.

## 2.11 Effects of Delays on Employment Contracts

In the event an agreement concerning questions of wages and condition of employment has not been reached by the parties by the date individual teacher contracts are issued, such contracts will be supplemented with revisions notification following conclusion of negotiations and will be governed by the terms of the new agreement.

**ARTICLE III - ADULT CLASSES**

- 3.01 All members of the bargaining unit may enroll, without a tuition charge, in any adult course offered by the Board provided such enrollment would not take the place of a tuition-paying enrollee.

**ARTICLE IV - APPROPRIATIONS**

- 4.01 After May 1 of each year, the members of the bargaining unit shall have the right to view the principal's appropriation work-sheet that pertains to their area of instruction.
- 4.02 Each teacher will be given a minimum dollar amount in material and supply appropriation areas (e.g. \$50 per teacher).
- 4.03 Textbooks and essential materials, those items needed to accomplish the curriculum and teach a class, shall be approved by the Building Principal and purchased by the Board of Education by August 15<sup>th</sup> of the school year in which they are needed.

**ARTICLE V - ASSOCIATION RIGHTS**

- 5.01 A. The Association shall have the right to use the school E-mail system, teacher mailboxes and designated bulletin boards for the purpose of notices, communications, and matters of association concern. However, there is no expectation of privacy in the Association's use of the school email system.
- B. Officers of the Association shall have the right to use school phones and other school office equipment during non-class time provided that all costs are borne by the Association.
- C. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property before or after working hours on work days.
- D. Request forms for equipment and/or facilities shall be submitted to the principal one (1) day in advance.
- E. Board agendas and minutes will be provided to the Association President a minimum of twenty-four (24) hours in advance of any regular or special board meeting.
- F. Each year the President of the Association shall be provided, upon written request, at no charge copies of the following forms, as they become available.
1. Treasurer's Year-End Report
  2. Treasurer's Monthly Report
  3. January Tax Budget



4. Amended Official Certificate of Estimated Resources
5. Permanent Annual Appropriations Resolution
6. T&E Grid
7. Or other public documents

5.02 Upon completion of this Agreement, arrangements shall be made by mutual agreement of the Board and the Association to print a sufficient number of copies for the Administration and Association plus 10 additional copies at the joint expense of the Association and the Board. Electronic copies of the Agreement will be provided to the Association and the Board. Credit for publications shall be shared on the cover by the Association and the Board. The parties agree that the ratified tentative agreement must go to print within sixty (60) days of ratification. The parties also agree that the articles will not be rearranged from one contract to a succeeding agreement unless the parties agree to do so during negotiations.

5.03 Payroll Deduction

A. Dues, Fees

1. The Board, through the Treasurer, shall provide twenty (20) consecutive equal payroll deductions for the Association and affiliate dues/fees. Deductions shall start the last pay in October and continue for an additional nineteen (19) consecutive pay periods. The Board, through the Treasurer, shall deduct any remaining monthly dues/fees from the final paycheck of any bargaining unit member who leaves the district prior to all of the dues/fees deduction(s) taking place as long as the bargaining unit member(s) or Association on their behalf, submit a payroll dues/fees deduction form to the treasurer authorizing the payroll deduction of all remaining dues/fees deduction(s). In the event the bargaining unit member is transferring to another OEA local affiliate, and the MEA notifies the Treasurer of such, no remaining monthly dues/fees will be deducted.
2. Payroll deduction authorization forms designed by the Association will be completed and submitted to the Treasurer to authorize payroll deductions.
3. New employees hired after October 1 whose payroll deduction authorization forms are not submitted by October 11 to the Treasurer will have payroll deduction start the pay following submission of the authorization form and the professional dues/fees shall be divided equally on the remaining number of payroll deductions provided in paragraph 1.
4. The Association shall notify the Treasurer of the amount of dues to be deducted no later than October 11 of each school year.

5. The Treasurer shall submit monthly to the Association President a check for the total amount deducted that month.
6. The Board recognizing the Association as the exclusive representative of the staff shall not permit payroll deduction of dues for any organization competing with the Association and their affiliates so long as the Association remains to be the recognized exclusive representative of the certificated staff. Such deductions shall be forwarded to the Treasurer by the Association immediately upon the last day of the month.
7. OEA Fund for Children and Public Education (formerly EPAC) contributions may be authorized by individual teachers and the Treasurer shall deduct the contributions in equal amounts.

B. Annuities

Companies dealing in annuities must be authorized by the Board.

Such deductions shall continue from month to month, year to year, until employment terminates or the said certificated person gives written notice to the Treasurer of the Board requesting such payments to be discontinued.

- C. The preceding deductions shall be provided by the Board at no cost to members of the bargaining unit.

5.04 Association Meetings

The Board shall provide one (1) hour of released time for Association meetings twice per school year on Convocation Day or Teacher work day. Thirty (30) minutes of released time for Association meetings may be provided on any two (2) in-service/waive days. The Association President and the Superintendent will work together to schedule the aforementioned meeting times. These meetings cannot be held on a student school day.

5.05 Professional Meetings

The Board shall provide the Association a total of eight (8) paid days for attending of Association officers and certificated personnel designated by the Association President to professional conferences, or meetings to fulfill their obligations to their profession. Expenses such as mileage, registration, etc., shall not be paid for by the Board.

5.06 Payroll Procedure

- A. The Board shall dispense the correct contractual salary amount to each member of the bargaining unit over twenty-four (24) equal pays, on the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) of each month. If a scheduled paycheck falls on a weekend or holiday, the paycheck will be directly deposited the Friday before the weekend or the day before the holiday. All paychecks shall be directly deposited into each bargaining unit member's financial institution of choice (i.e., savings, checking,

credit union, etc.). All paystubs will be available electronically at the beginning of each payday. The Board shall provide each member of the bargaining unit the schedule of payroll for the current school year on or before the first (1<sup>st</sup>) workday of the school year.

- B. If an employee cannot access the electronic paystub, they may access it electronically at the school district.
- C. All supplementals shall be paid by the fifth of the month provided all necessary paperwork required for the supplemental is submitted to and accepted by the Treasurer's Office one (1) week prior. If the fifth falls on a weekend or holiday, payment will be made on the preceding business day. Supplemental pay shall be issued as separate payment from the normal salary payment.

#### **ARTICLE VI - CLASS SIZE**

6.01 The Board shall, whenever possible, limit class size to the following:

K - 3 <sup>rd</sup>	25 Students
4th - 6th	28 Students
7th - 12th	30 Students
Lab	18 Students

6.02 Whenever possible, the maximum number of preparations for a junior high or high school teacher shall be four (4).

6.03 The district will seek input from the staff on the Master Schedule. However, the Superintendent retains the management right to make the decisions.

#### **ARTICLE VII - LABOR MANAGEMENT COMMITTEE**

7.01 A. There shall be a Labor Management Committee established. The purpose of this committee is to provide a forum for discussion of matters or concerns to unit members or the Administration and to further develop positive working relationships. Meetings shall not deal with implementation or administration of the negotiated agreement. Neither these meetings, the discussion which take place, nor resolution of issues shall in any way be construed as negotiations. This Committee will not be empowered to address matters pertaining to grievances or litigation.

B. The Labor Management Committee shall consist of representatives of the teachers (limit 4) and the Building Principal(s) and/or Superintendent. The Labor Management Committee shall develop operational bylaws and shall meet once per month unless both parties agree to cancel. Consistency in membership of the team is suggested. Agenda items shall be submitted to the other party in advance.

- C. All committee members shall complete Federal Mediation and Conciliation Service (FMCS) training prior to scheduling the first committee meeting. Subject to the availability of the appropriate FMCS instructor, the training shall be conducted during the normal school hours and, during the term of this Agreement, a total of four (4) MEA members shall receive their normal compensation for attending FMCS training.
- D. The meeting dates shall be by mutual agreement and scheduled so as not to interfere with the teacher's day. At each meeting, matters of mutual concern or requests shall be discussed.

### **ARTICLE VIII - CONFLICT WITH LAW**

- 8.01 If any provision of the Agreement or any application of the provisions of the Agreement or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreement shall be inoperative but the remaining provisions hereof shall remain in effect.
- 8.02 Such inoperative provisions shall be subject to negotiations between the parties within thirty (30) calendar days of notification of conflict with the law.

During those negotiations it may be determined that the provision cannot be rewritten so as to comply with the law and will, therefore, become null and void.

### **ARTICLE IX - CONSOLIDATION**

- 9.01 The parties of this contract agree that the effects of any consolidation, merger, transfer, or creation of a new district involving all or part of the current Brown Local School District shall be a mandatory subject of bargaining between the Association and the Board.

### **ARTICLE X - CONTRACTS**

- 10.01 Contracts issued will contain the following information.
  - A. Type of contract (limited or continuing). Limited contracts will specify the year(s) in effect.
  - B. Annual compensation to be paid for the first year of the contract, and the monthly salary, and number of pay periods. After the first year on a continuing or multi-year contract, only a salary notice will be given.
  - C. Basis for determining compensation for the first year of the contract (i.e., BA degree, year(s) of experience).
  - D. Date of certificated person's signature and date of the Board action.

- E. A statement that the certificated person shall abide by the rules and regulations of the Board.
- 10.02 Contracts will be in accordance with the provisions of the Ohio Revised Code.
- 10.03 Bargaining unit member contracts will be acted upon by the Board, for currently employed teachers, no later than June 1<sup>st</sup>.
- 10.04 Certificated personnel on limited contract who meet the requirements for continuing contract and are given another limited contract, shall be given reasons pursuant to ORC 3319.11 and 3319.111.
- 10.05 A. Bargaining unit members on limited contracts who have taught in the district for three (3) or more years may be granted a multi-year contract unless eligible for tenure.
- B. Bargaining unit members on limited contracts who have taught in the district for four (4) or more years and are not eligible for tenure shall either be issued a multi-year contract or non-renewed pursuant to ORC 3319.11 and 3319.111.
- C. Bargaining unit members who are eligible for tenure shall provide notice to the district no later than October 1<sup>st</sup>. Bargaining unit members who provide such notice will be considered for tenure in the year in which he/she provided such notice.
- D. If it is determined that the Superintendent shall not recommend renewal of a bargaining unit members contract, the bargaining unit members shall receive notification of the reason for non-renewal as soon as possible after the determination is made and prior to the Superintendent's formal recommendation of non-renewal of the bargaining unit members contract.
- E. If the Superintendent decides to recommend to the Board non-renewal of the bargaining unit members contract, the teacher shall be given an opportunity to resign prior to the Board's action not to renew.
- F. Those bargaining unit members on continuing contract may only be terminated pursuant to ORC 3319.16.

**ARTICLE XI - COVERING BARGAINING UNIT MEMBER**

- 11.01 A. When a bargaining unit member is absent from his/her assigned duties, the administration shall make a reasonable effort to secure a substitute to cover those duties.
- B. Exceptions to the above would be those bargaining unit members which do not interfere with the regular classroom procedure; such as, but not limited to, librarian, reading specialists, tutors, speech and hearing teacher, psychologists and guidance.

- C. Each school administrator shall be responsible for notifying all bargaining unit members in the building that are affected by the absence.
- D. Substitute teachers hired to replace bargaining unit members on extended leaves will be paid for calamity days, if the calamity day occurs after the substitute teacher has taught in the district sixty (60) or more consecutive days in the same school year.
- E. Bargaining unit members have the right to refuse to cover a class during a planning or prep time.
- F. Bargaining unit members shall be paid twenty dollars (\$20) per forty (40) minute period for subbing during their scheduled planning/prep time per day.

## **ARTICLE XII - EVALUATION**

### **12.01 Bargaining Unit Member and School Counselor Evaluation**

The Board evaluates bargaining unit members in accordance with State law and the standards-based, state-wide teacher evaluation framework and the school counselor evaluation system adopted by the State Board of Education using Ohio Teacher Evaluation System (OTES) forms and Ohio School Counselor Evaluation System (OSCES) forms, unless otherwise mutually agreed upon.

#### Purpose

- A. The purposes of teacher evaluation are:
  - 1. To serve as a tool to advance the professional development of teachers.
  - 2. To inform instruction.
  - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
  - 4. To make decisions regarding employment, re-employment, discipline, termination, non-renewal and layoff.
- B. The purpose of the Ohio School Counselor Evaluation System (OSCES) is to:
  - 1. Serve as a tool to advance the professional learning and practice of school counselors individually and collectively in the District.
  - 2. Assist counselors and administrators in identifying and developing educational best practices in order to provide the greatest opportunity for the academic achievement, social and emotional development, and career planning of students.

3. To make decisions regarding employment, re-employment, discipline, termination, non-renewal and layoff.
- C. The formal evaluation cycle for teachers and counselors shall consist of:
- A professional growth/improvement plan
  - A formal holistic observation (minimum of thirty [30] minutes)
  - Classroom walkthrough(s)
  - A formal focused observation(s) (minimum of thirty [30] minutes)
  - And a final summative conference
  - The formal evaluation cycle may also include a pre-observation conference(s) and post-observation conference if requested by the bargaining unit member or counselor being evaluated or the evaluator.

#### 12.02 Evaluators

- A. An evaluator must be a full-time, credentialed evaluator employed by the district as an administrator or assigned to Brown Local through the ESC as a full time administrator. Where a bargaining unit member/school counselor is under consideration for renewal/non-renewal or under an improvement plan, a District administrator will serve as the Credentialed Evaluator.
- B. The Credentialed Evaluator assigned to the bargaining unit member shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.
- C. The Evaluator of the Bargaining unit member shall be determined as follows:
1. For a Teacher with a Final Holistic Rating of ineffective, the evaluator shall be the teacher's immediate supervisor.
  2. Teachers with a Final Holistic Rating of Skilled or Developing shall have input on the selection of their evaluator.
  3. Teachers with a Final Holistic Rating of Accomplished shall choose their own evaluator.
  4. The school counselor's evaluator shall be his/her immediate supervisor.
  5. In the event a teacher/school counselor performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

#### 12.03 Evaluation Committee

The following language will remain in effect during the term of this negotiated agreement until such time the parties reconvene to review the recommendations of the Joint Evaluation Team (JET), which shall consist of a minimum of six (6) bargaining unit

members appointed by the Association President and a minimum of three (3) administrators appointed by the Superintendent. The number of administrators on the team shall not be greater than the number of bargaining unit members. If available, Team members must participate in OTES/OSCES training(s). During the term of this contract, the JET will regularly review the effectiveness of this policy, procedure and process, including the evaluation instrument to prepare recommendations for the Superintendent and the Association. The JET's recommendation must be based on the framework set forth by legislation and the Ohio Teacher Evaluation System (OTES) and Ohio School Counselor Evaluation System (OSCES).

The JET is responsible for:

- (a) Reviewing the OTES/OSCES and non-OTES evaluation procedures and instruments.
  - (b) Reviewing, discussing, and making recommendations for conducting virtual observations and walkthroughs utilizing the OTES/non-OTES/School Counselor rubric(s) if virtual options are agreed to by the Association.
  - (c) Assisting in determining, selecting, and setting guidelines for High Quality Student Data Tools.
  - (d) Making recommendations as set forth throughout this Article.
  - (e) Providing guidance on the use of the OTES, OSCES, and non-OTES rubrics during a pandemic environment or any other extraordinary circumstances due to changes made in the educational and instructional environment.
  - (f) Providing training to the staff on the tools and processes for professional evaluations.
- A. The high-quality student data instrument used must be reviewed by the JET to ensure it meets all of the following criteria:
- 1. Align to learning standards
  - 2. Measure what intends to be measured
  - 3. Be attributable to a specific teacher for course(s) and grade level(s) taught
  - 4. Demonstrate evidence of student learning (achievement and/or growth)
  - 5. Follow protocols for administration and scoring
  - 6. Provide trustworthy results
  - 7. Not offend or be driven by bias
- B. Compensation - any committee work performed outside of the contractual work day will be paid at the hourly tutor rate.
- C. Joint Evaluation Team Authority



1. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
2. If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, 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, including the evaluation instrument, during the term of the agreement, the said recommendation will be provided to the Superintendent for consideration and shall be subject to ratification by the Board and the Association.

#### 12.04 Orientation

A bargaining unit member newly employed, shall be notified by the evaluator of the evaluation procedures in effect, within thirty (30) days of the first day worked.

##### A. Training

1. Training on the teacher evaluation procedure and the school counselor evaluation procedure will occur annually and shall include the tools, processes, methodology, and the use of high-quality student data.
2. The Board shall encourage joint training for administrators, teachers and school counselors that ensures awareness of and an understanding of all processes, forms and tools used in the evaluation procedure.

#### 12.05 Schedule for Evaluation

- A. District administrators evaluate bargaining unit members annually unless an exemption applies. Annual evaluations include a professional growth/improvement plan, a pre-observation conference(s) (optional), one formal holistic observation (minimum of thirty [30] minutes), a formal focused observation(s) (minimum of thirty [30] minutes), post-observation conferences, final summative conference, and classroom walkthrough(s.) There shall be at least three (3) weeks between formal observations. The first observation will occur before the conclusion of the first semester, absent extenuating circumstances.
- B. For those bargaining unit members who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, three (3) formal observations consisting of one holistic and two focused will be included in the evaluation process which must be conducted annually by the first (1st) day of May. The Superintendent may waive the third (3rd) observation, if it is determined that the bargaining unit member is no longer under consideration for nonrenewal.

- C. All bargaining unit member evaluations must be completed by May 1. Bargaining unit members evaluated under this policy are provided with a written copy of their evaluation results by May 10.
- D. All bargaining unit members shall be evaluated based on the components of the Full Evaluation Cycle unless the bargaining unit member qualifies for a Less-Frequent Evaluation Cycle set forth below. If a bargaining unit member/school counselor does not need to complete a Full Evaluation Cycle, they will complete a Less Frequent Evaluation Cycle. The Less Frequent Evaluation Cycle consists of a professional growth plan, one informal walkthrough, and one conference of progress on the Professional Growth Plan.
  - 1. Unless a bargaining unit member's contract is up for renewal, an employee who is assigned an evaluation rating of Skilled on the bargaining unit member's/school counselor's most recent evaluation conducted under this section will be subject to a Full Evaluation Cycle (1) every two (2) school years so long as the evaluator determines the bargaining unit member is making growth progress on his/her Professional Growth Plan. Growth progress is defined as completing an action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.
  - 2. Unless a bargaining unit member's contract is up for renewal, a bargaining unit member who is assigned an evaluation rating of "Accomplished" on the most recent evaluation conducted under this section will be subject to a less frequent evaluation cycle once (1) every three (3) school years so long as the evaluator determines the bargaining unit member is making growth progress on his/her self-directed Professional Growth Plan. Growth progress is defined as completing an action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member. If a bargaining unit member does not need to complete a Full Evaluation cycle, they will complete a Less Frequent Evaluation Cycle.
- E. The information/forms generated in this section will be provided to the bargaining unit member/school counselor, however will not be placed in the employee's personnel file.
- F. Any bargaining unit member/school counselor who submits his/her intent to retire during the school year by December 1 shall be exempt from the evaluation process.
- G. The Board may elect not to evaluate any bargaining unit member/school counselor who will be on leave for fifty percent (50%) or more of the school year.

## 12.06 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. A school counselor's performance shall be assessed based on the standards for the school counseling profession and the criteria set forth in the evaluation instrument.
- B. No bargaining unit member shall be evaluated on his or her work performance except based on the observations of the bargaining unit member by the bargaining unit member's assigned evaluator, the walkthroughs that are set forth in this agreement, valid evidence presented by the bargaining unit member and/or evaluator, and overall performance documented during a pre- or post-conference.
- C. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the teacher.
- D. No misleading, inaccurate, untimely or undocumented information may become part of a bargaining unit member'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 bargaining unit members, and no bargaining unit member performance information shall be collected by voice and/or video devices without the consent of the bargaining unit member unless a process is agreed upon by the Board and the Association.
- F. Other observed deficiencies regarding the bargaining unit member's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the bargaining unit member within seven (7) work days after the observed deficiency occurs.

## 12.07 Schedule of Observations

- A.
  - 1. A minimum of two (2) formal, holistic/focused observations shall be conducted to support each performance assessment, except for staff listed in 12.05 under less frequent evaluation cycle. A formal observation shall last a minimum of thirty 30 minutes.
  - 2. Bargaining unit members shall be given a copy of any formal holistic/focused observation report prepared by the credentialed evaluator within seven (7) work days of the formal observation.
  - 3. There shall be at least three (3) weeks between formal holistic/focused observations.

4. The first formal holistic observation shall be completed by the end of first semester, unless extenuating circumstances exist.
5. If after the formal focused observation, a bargaining unit member's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
6. Medically excused absences or hosting a student teacher are conditions to be considered in this evaluation process.

B. Observation Conference

1. All formal observations may be preceded by completion of a pre-observation form a maximum of ten (10) work days prior to the observation conference upon request of the bargaining unit member. If a pre-observation conference is requested by either the evaluator or the bargaining unit member the conference will occur within five (5) days of the scheduled observation in order for the bargaining unit member to explain plans and objectives for the work situation to be observed and provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples.
2. A post-observation conference between the Credentialed Evaluator and bargaining unit member shall be held within the ten (10) work days following the formal holistic/focused observation. Other parties may attend the post-observation conference if agreed to by the Credentialed Evaluator and bargaining unit member.
3. Post-observation conferences shall include any evidence collected during the observation and/or any documentation required by ORC 3319.112 and/or developed by the Joint Evaluation Committee.
4. A bargaining unit member or the evaluator may request a formal observation at any time in addition to those required by this procedure.

12.08 Walkthroughs

- A. A walkthrough for a bargaining unit member who is not a school counselor includes a JET- approved form that focuses on one (1) but not more than three (3) of the following components:
1. Evidence of planning
  2. Lesson delivery
  3. Differentiation
  4. Resources
  5. Classroom environment

6. Student engagement
  7. Assessment
  8. Professionalism
- B. A walkthrough for a school counselor includes a JET-approved form that that focuses on one (1) but not more than three (3) of the following components:
1. Comprehensive School Counseling Program Plan
  2. Direct Services for Academic, Career and Social/Emotional Development
  3. Indirect Services: Partnerships and Referrals
  4. Evaluation and Data
  5. Leadership and Advocacy
  6. Professional Responsibility, Knowledge and Growth
- C. The walkthrough shall be at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The bargaining unit member shall be provided a copy of the walkthrough form, no later than five (5) work days after the walkthrough. If the teacher/school counselor requests to meet with the evaluator to review this Form, this meeting will be held before the next walkthrough occurs.

#### 12.09 Written Report

- A.
1. Before the evaluation cycle is final, and not later than May 10, a copy of the formal written evaluation report shall be given to the bargaining unit member/school counselor and a final summative conference shall be held between the bargaining unit member/school counselor and the evaluator.
  2. The bargaining unit member shall have the right to make a written response and to have it attached prior to it being placed in the bargaining unit member's personnel file. A copy, signed by both parties, shall be provided to the bargaining unit member.
- B. Completion of Evaluation Cycle
1. The summative evaluation rating shall be approached in a holistic manner, that is aligned to the Ohio Educator/School Counselor Standards. Only evidence gathered during the pre- and post-conferences, walkthroughs and formal observations as defined in Article Section 12.05 A that are conducted for the current school year may be used.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the bargaining unit member evaluated as well as performance deficiencies, if any.
3. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.
4. The evaluation report shall be signed by the evaluator and the bargaining unit member to verify notification to the bargaining unit member that the evaluation shall be placed on file. The bargaining unit member's signature shall not be construed as evidence that the bargaining unit member agrees with the contents of the evaluation report. Electronic signatures (e.g. a 'PIN') may be used.
5. The evaluation report shall be completed, signed by both parties, and filed with the Superintendent no later than May 10.
6. Any bargaining unit member who receives an evaluation rating of "skilled" shall not be subject to another Full Evaluation Cycle until the second school year following the rating unless it is determined, in writing, that the bargaining unit member is not making progress on their professional growth plan.
7. Any bargaining unit member who receives an evaluation rating of "accomplished" shall not be subject to another Full Evaluation Cycle until the third school year following the rating, unless it is determined that the bargaining unit member is not making progress on their professional growth plan.
8. Bargaining unit members shall be given copies of all information and documents obtained through the evaluation process.

#### 12.10 Professional Development/Improvement Plan

- A. Either a Professional Growth Plan or an Improvement Plan will be developed annually. Each plan will be based upon the results of the formal holistic rating and information obtained during the evaluation process from the previous school year. The specified plan needs to be completed no later than September 1 of the subsequent school year.

Bargaining unit members will be required to make adequate progress on their Professional Growth Plan as defined in 12.05 D in order to remain on a Less Frequent Evaluation Cycle. Growth progress is defined as completing a(n) action step(s), attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.

- B. Professional growth plans shall be developed as follows:

1. A bargaining unit member with a final holistic rating of Accomplished will develop a self-directed Professional Growth Plan and may choose their credentialed evaluator(s).
2. A bargaining unit member with a Final Holistic Rating of Skilled or Developing must develop a Professional Growth Plan, working jointly with their credentialed evaluator (s).

C. Improvement Plans

Improvement Plans shall be developed as follows:

1. A bargaining unit member with a final holistic rating of Ineffective must develop an Improvement Plan with their credentialed evaluator(s).

The Superintendent/designee assigns credentialed evaluators to bargaining unit members who receive a final summative rating of ineffective.

2. The Credentialed Evaluator shall develop an Improvement Plan to address any significant bargaining unit member performance deficiency identified after an observation using the OTES/OSCES Improvement Plan Forms. A performance deficiency includes either an overall ineffective rating or an ineffective rating on any of the components of the OTES/OSCES Rubric. The Credentialed Evaluator shall meet with the bargaining unit member to review the Improvement Plan and receive input from the bargaining unit member before the Improvement Plan is finalized and implemented.
3. If a bargaining unit member on an Improvement plan requests a support teacher/counselor, the Credentialed Evaluator shall identify a support teacher/counselor (if a teacher has a resident educator mentor, the mentor may also serve as the support teacher to the resident educator). The mentor teacher/school counselor may be provided release time to allow for meetings and/or observations with the teacher/school counselor which shall be coordinated by the building administrator. The Roles and Protections of the Mentor Teacher are outlined in Article XX of this negotiated agreement.

- D. A bargaining unit member shall be entitled to Union representation at any conference held during this procedure in which the bargaining unit member will be advised of an impending adverse personnel action.

12.11 Data and Reporting Implementation

- A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any bargaining unit member until three (3) years of data have been collected and three (3) evaluation cycles have been completed. This limitation does not apply to recommendations for nonrenewal.

- B. The evaluation procedure for a school counselor contained in this agreement shall not be used in any decision concerning the assignment, reassignment, contract status, non renewal, termination, reduction or recall of any counselor prior to July 1, 2018.

12.12 HQSD

Upon the implementation of OTES 2.0 High Quality Student Data (HQSD) will apply as long as required by law. Each evaluation shall contain two (2) measures of high quality student data (HQSD) as defined by JET Authority defined in Article 12.03. When applicable to the grade level or subject area taught by the bargaining unit member being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. HQSD shall be used as evidence in any component of the bargaining unit member's evaluation related to the OTES 2.0 rubric which includes HQSD.

12.13 Non-OTES Employees

[Non-OTES Evaluation Procedures will be amended to reflect amendments to the OTES Procedures, where applicable]

Evaluation of Non-OTES certified staff. The evaluation of bargaining unit members who spend fifty percent (50%) or less of their time providing content-related student instruction, or bargaining unit members who provide related services to a student population (i.e. school social worker, academic coach, tutor) shall be in accordance with the Non-OTES procedure. The JET will develop any Non-OTES evaluation procedures to be recommended to the Superintendent and the Association.

12.14 Legislature Modifications

In the event the Ohio Legislature modifies these criteria for bargaining unit members; the Association and Board agree to negotiate on the limited issue of whether these criteria should also be modified in this Article.

**ARTICLE XIII - FIELD TRIPS**

- 13.01 The Board agrees, subject to the approval of the Superintendent, to pay for all necessary expenses including the cost of transportation incurred for Board approved, curricular field trips. Transportation costs incurred for athletic and student activities will be the responsibility of each athletic and student activity account.

**ARTICLE XIV - GRIEVANCE PROCEDURE**

14.01 Definitions

- A. A grievance shall be defined as an alleged misapplication or misinterpretation of only the specific and expressed written provisions of this Agreement.
- B. "Work days" shall refer to work days.



- C. “Bargaining Unit Member” shall refer to any of the certificated personnel as established in Article I.
- D. “Grievant” shall mean either the teacher(s) or the Association, whichever is initiating the grievance. Where more than one (1) teacher is filing, the form need only carry a teacher’s name.
- E. “Immediate Supervisor” shall mean that administrator having immediate supervisory responsibility over the grievant and could resolve the grievance.

#### 14.02 Rights of Grievant and the Association

- A. An Association representative will be allowed to attend and participate in all formal levels, steps, and hearings of a grievance.
- B. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- C. The written grievance and copies of all communications, decisions, or records dealing with a grievance shall be furnished to all parties to a grievance. In addition, no records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants.

#### 14.03 Time Limits

- A. The number of days indicated at each step in the procedure shall be the maximum.
- B. If the grievant does not present a grievance within thirty (30) work days of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of the procedure to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- F. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

#### 14.04 Procedure

##### INFORMAL

Level I - A member of the certificated personnel with a grievance may initiate this procedure in one of the following ways:

- A. He/she may approach the administrator immediately concerned and discuss the matter on his/her behalf.
- B. He/she may request that another member of the Association accompany him/her in approaching the administrator, and that member may speak on behalf of the grievant, if desired.
- C. The above grievance need not be in writing and will remain confidential.

##### FORMAL

Level II - If the grievance is not resolved within five (5) days of Level I, it may be pursued further by submitting a completed Grievance Report Form, Level II, in duplicate. Copies of this form shall be submitted by the grievant(s) to the immediate supervisor.

Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within ten (10) days after such meeting by completing Level II of the Grievance Report Form and returning a copy to the grievant and Superintendent.

Level III - If the grievant(s) is not satisfied with the disposition of the grievance in Level II, the grievant(s) shall, within five (5) days of such disposition, complete Grievance Report Form, Level III, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant(s). Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance by completing his/her portion of Level III, forwarding a copy to the grievant(s), the Association and the immediate supervisor.

Level IV - If the decision by the Superintendent does not resolve the grievance, the grievance may be taken to FMCS mediation. Both parties must mutually agree to the mediation in Step Four. If the parties do not mutually agree to mediation, the grievance shall move to Step Five. The notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Superintendent's written response to the grievance. The parties will first attempt to agree on a FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Step V.

Level V - If the grievant(s) is not satisfied with the disposition of the grievance at Level IV, the grievant(s) may within five (5) days after mediation or, if no mediation occurs, within ten (10) days of the Superintendent's decision, submit Grievance Report Form

Level V to the Superintendent. Within five (5) days of submission to the Superintendent, the grievant(s) or his/her designated representative shall petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method. Either party may request a second list.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing; a copy sent to all parties present at the hearing.

The decision of the arbitrator shall be binding except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

The costs for arbitration shall be shared equally by the Association and the Board.

#### 14.05 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of an employee having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- B. In the event that the Association determines, at any level of the grievance procedure, that a grievance should not be carried further, the Association shall give written notice of their decision to the Board.
- C. A grievance may be withdrawn at any level without prejudice by giving written notice to the person named at the grievance level.
- D. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.
- E. No certificated person may be represented by any local teacher organization other than the Association if he/she chooses to be represented by any organization at all, in any grievance procedure initiated pursuant to this Agreement.
- F. Forms for processing grievances shall be made available online through district intranet as well as through all administrative offices in each building, the central administration office, and designated officials of the Association, including Building Representatives, and members of the Association Grievance Committee.
- G. The grievant(s) shall have the right at all levels to be accompanied by or represented by the Association's representative(s), legal counsel, and/or other

representative(s) of his/her choosing. The grievant(s) shall have the right at all levels to present documentation and witnesses on his/her behalf.

## ARTICLE XV - INSURANCES

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week.

If both spouses are members of either bargaining unit, only one may take family health insurance.

Employees may not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information.

### 15.01 Medical

A. The Board will pay 85% of the premium and the employee will pay 15% for 2021-2022, 2022-2023 and 2023-2024 for full-time employees.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider - Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

#### 15.02 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$60,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirement of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

#### 15.03 Dental Insurance

The Board will pay 85% of the premium and the employee will pay 15% for 2021-2022, 2022-2023 and 2023-2024 for full-time employees.

#### 15.04 Section 125-Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

#### 15.05 Vision

The Board will pay 85% of the premium and the employee will pay 15% for 2021-2022, 2022-2023 and 2023-2024 for full-time employees.

#### 15.06 Premium Holidays

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

#### 15.07 Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her employer, the requirements of this section shall not apply.

### **ARTICLE XVI - LEAVES OF ABSENCE**

#### 16.01 Sick Leave

- A. Eighteen (18) days sick leave shall be credited annually to each certified person. Two (2) days shall be earned per month beginning in September and ending in May.
- B. The total unused portion of annual sick leave allowance shall be two hundred and eighty-eight (288) days. Any employee who has a balance greater than 288 as of July 1, 2009 will not lose any excess days. However, accumulation will stop and as sick leave is used by such employees, the balance will decrease until the balance is within the 288 maximum allowance.
- C. Certificated personnel who transfer from another school to the Brown Local School District shall be credited with the unused balance of their accumulated sick leave not to exceed the provisions of Section 16.01, paragraph B. It is the responsibility of the certificated person to see that their accumulated sick leave is on file with the Treasurer.
- D. Notification of accumulated sick leave will be given on HR kiosk.
- E. All certificated personnel are required by State statute to furnish a statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the employee's statement shall list the name and address of the attending physician and the dates when he/she was consulted. The prescribed form must be submitted upon the employee's return to work within 2 days. Failure to do so will delay the issuance of the employee's paycheck.
- F. After five (5) consecutive days of sick leave the employee may be requested to provide his/her immediate supervisor a written statement from his/her physician confirming the employee's illness or injury and authorizing the return to work.

- G. If a pattern/trend of sick leave abuse is noticed, the employee may be requested to provide confirmation from his/her physician confirming the employee's illness or injury and authorizing the return to work.
- H. Annual and accumulated sick leave days shall be used as defined below, provided that a certificated person shall not be eligible to use such days while on a special leave. All certificated personnel may use their accumulated sick leave allowance as of the first day of their employment year even though they have not been able to report for duty on that day.
- I. A certificated person may be absent from regular duties without loss of pay for a period not to exceed the total number of accumulated sick leave days. While on an extended leave, the bargaining unit member must notify the superintendent in writing that he/she intends to return to work or resign. The deadline to do so is by March 31 to return as originally expected at the beginning of the next school year, or at least 30 days prior to the originally expected date if the return is to occur within a school year.
- J. Sick Leave

Circumstances or emergencies for which sick leave may be used:

1. Personal illness or injury.
2. Illness or injury in the family\*.
3. Death in the family\*. Up to five (5) days will be granted. This may be extended by a physician's excuse so stating the need for additional days.
4. Pregnancy (advanced notice of thirty (30) days should be given to the Superintendent by the employee unless an emergency arises). Thirty (30) days can be utilized prior to the birth of the child and thirty (30) days of aftercare (post natal) can be utilized within a single school year. Additional days shall be approved by the Superintendent upon presentation of a physician's certificate so stating that conditions warrant additional days.
5. Exposure to contagious disease.
6. Physical examination by a doctor which cannot be scheduled at any other time.

\*Family is interpreted to include parents, siblings, spouse, children, step-parent, step-child, in-laws, grandparents, grandchildren, aunt, uncle, or a relative living in the household or persons with whom the employee has a custodial or guardian relationship.

## 16.02 Special Leave

- A. Upon written request of a certificated person, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years.
- B. Leaves shall be granted for:
  - 1. Educational purposes; and
  - 2. Professional purposes.
- C. Leaves shall be granted for illness or other disability.
- D. Military leave will be granted in accordance with the requirements of ORC 3319.14.
- E. Upon returning from a special leave, the certificated person shall be entitled to reinstatement to the same or similar position with the same contractual status which was held prior to the leave. If that position is no longer available, they shall be reinstated to a substantially equivalent position for which the teacher holds valid unexpired certification. If said leave is extended, the same provision shall apply.
- F. A teacher who is on a leave of absence shall notify the Superintendent, in writing, by April 1, whether or not he/she will be returning to work the next school year.

## 16.03 Child Care Leave

The Board agrees to provide teachers a child care leave of absence, without pay, as set forth below:

- A. The length of the child care leave shall be no longer than three (3) semesters and no shorter than one (1) semester (or portion thereof). The leave shall be taken in increments of a semester with no mid-semester returns, except for pregnancy interruption or reasons unknown at the time of application of leave. The bargaining unit member shall be entitled to reinstatement no later than ten (10) days after notification to the Superintendent.
- B. At the time leave is requested, the teacher shall indicate the length of the leave (i.e., 1, 2 or 3 semesters) being requested. After the selection has been made, any requests for a change will be subject to approval by the Superintendent and the bargaining unit member.
- C. Upon return from child care leave, the bargaining unit member shall be entitled to reinstatement to the same or similar position, with the same contractual status which was held prior to the leave or, if that position is no longer available, to a substantially equivalent position for which the bargaining unit member holds



valid, unexpired certification. If said leave is extended, the same provisions shall apply.

- D. Where group insurance policy permits, a bargaining unit member on child care leave may continue to participate in those benefits which are provided to other teachers by payment of the group rate for such benefits prior to the monthly payment date.
- E. A bargaining unit member who is adopting a child shall be entitled to leave, subject to the provisions of this section.

#### 16.04 Personal Leave/Emergency Leave

- A. Certificated personnel will be permitted two (2) days of absence during each school year without loss of pay to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day.
- B. The Superintendent may set reasonable limitations as to the number of individuals involved in any one (1) day.
- C. Requests should be made two (2) days in advance, except in cases of emergency, to the principal in the Kiosk or similar electronic submission system.
- D. Personal leave days are not accumulative. Employees will be paid a rate of one hundred dollars (\$100.00) for each unused personal leave day annually at the conclusion of the school year.
- E. Part-time employees shall be granted two (2) days of personal leave according to the percentage of the day they are employed.
- F. Certificated personnel shall be entitled to take one day of emergency leave. Emergency leave shall be without pay for the day. Emergency leave shall only be used after exhausting personal leave.

#### 16.05 Professional Leave

- A. The Brown Local Board of Education encourages bargaining unit member to attend professional meetings when such attendance promises to contribute significantly to the professional growth of the teacher, improve teaching performance and enrichment experience for the pupils of Brown Local Schools.
- B. Professional leave will include subject area meetings, conferences or visitation (e.g. math, science, language, drug abuse prevention, discipline, etc.) at state, district or even county-wide levels or other meetings approved by the Board.
- C. Registration at all such meetings will be paid by the Board at membership rates.

- D. Mileage reimbursement (within the State of Ohio) will be approved at the IRS rate unless transportation is provided by the school.
- E. Meals and housing rates for attendance at such meetings will be approved at the discretion of the Superintendent. All costs will be estimated on the professional leave request form. Requests will be approved based upon budget amounts available.
- F. All professional meeting leaves must be submitted in advance to the principal and Superintendent and approved by each.
- G. Professional leave days shall be charged against coaching personnel attending state tournaments in their coaching assignment area, but payment for expenses will not be paid by the Board.
- H. Certificated personnel will be required to submit a report highlighting the meeting to their principal.

16.06 Assault Leave

- A. If any member of the bargaining unit is assaulted as a result of performing his/her assignments or duties, the Board shall grant a leave of absence for the period so designated by the certificated person's physician's written certification.
- B. The leave shall be granted with full pay and benefits accruing and usable and shall not be charged to sick leave or any other leave.
- C. Such leave shall be for a maximum of thirty (30) days unless an extension is mutually agreed to by the certificated person and the Board.

16.07 Release time will be granted for required appearances in court or other tribunal where the teacher is a defendant, witness or on jury duty. The teacher shall attach to the leave request form the substantiation given by the court for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the employee(s).

16.08 Family and Medical Leave Act (FMLA)

The parties to the Agreement agree to abide by all terms/conditions of the Family and Medical Leave Act of 1993 (FMLA) and any amendments. Information regarding eligibility and leave benefits is available at [www.dol.gov](http://www.dol.gov). During such leave, the bargaining unit member will be entitled to continuation of health benefits with no change in the level of these benefits.

**ARTICLE XVII - LENGTH OF SCHOOL DAY**

17.01 The length of the school day for all members of the bargaining unit shall not exceed seven and one-quarter (7¼) hours.

- 17.02 Once per month (September through May) members of the bargaining unit may be asked by the Superintendent or Principal to remain for no longer than forty-five (45) minutes after school closes. Each Principal shall distribute a list of scheduled meetings at the beginning of the year. However, such schedule shall be subject to change with seventy-two (72) hours advance notice.
- 17.03 On the day of Open House all members of the bargaining unit shall be in attendance for Open House, but will be given equal, compensatory time for the time served beyond the normal teacher day. This time will be made up on either in-service day or the last day for teachers at the close of the year.
- 17.04 One (1) day of parent-teacher conferences may be used for retention conferences.

**ARTICLE XVIII - LENGTH OF SCHOOL YEAR**

- 18.01 The school year for all members of the bargaining unit shall be a maximum of one hundred eighty-four (184) days (or 1,334 hours) unless they are on extended service. The members of the bargaining unit will not be required to report to work on days school is closed due to calamity or emergency circumstances unless the calamity hours exceed the required State minimum of student instruction hours.
- 18.02 School Calendar

A committee including a minimum of one (1) elementary and one (1) middle school/high school bargaining unit member, selected by the Executive Committee of the Association, one (1) non-certificated employee, and the Superintendent will make up the calendar committee.

The committee shall make recommendations on the school calendar to the Board for their consideration. When considering days designated as professional development in the calendar, the calendar committee will take into consideration time for bargaining unit member to work on student growth including but not limited to development, completion, and analysis of assessments and/or student learning objectives; the development and review of IEPs, RIMP, or gifted plans; the ability for grade level and/or department meetings, etc.

**ARTICLE XIX - MANAGEMENT RIGHTS**

- 19.01 Board of Education Rights

A. The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including, but without limiting the generality of the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code, except as limited by other provisions of this Negotiated Agreement.

These include:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology, and the school district organizational structure;
  2. Direct, supervise, evaluate and hire employees;
  3. Maintain and improve the efficiency and effectiveness of Board operations;
  4. Determine the overall methods, process, means, or personnel by which school district operations are to be conducted, including the opening and closing of buildings, the hours such buildings are open, student assignments, and the purchasing and distribution of all Board-owned equipment;
  5. Suspend, terminate, lay off, transfer, assign, schedule, promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the school district, including the establishment of curriculum, special programs, athletic, recreational and social events for students;
  8. Effectively manage the work force, including the determination of building schedules, hours of operation, and the duties, responsibilities and assignments of staff members;
  9. Take actions to carry out the mission of the school district.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this contract and Ohio statues, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.
- C. The management rights set forth above shall not be subject to the arbitration procedure or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.
- D. Failure to fill any vacancy shall not be considered a change in terms or conditions of employment.

## **ARTICLE XX - RESIDENT EDUCATOR PROGRAM**

20.01 A. Purpose

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills, knowledge and student achievement. The Resident Educator License will be issued beginning in 2012. The Resident Educator Program will be a program administered and funded by the Brown Local School District Board of Education (Board).

This program shall not replace the negotiated employee evaluation system.

B. Mentors

Release Time

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 Principal.

C. Restrictions

Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

D. Compensation

1. Release time shall be provided to the Mentor Teacher and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor Teacher may have is two (2) per year.
2. In addition to the mutually agreed upon released time, each Mentor Teacher shall receive a stipend as set forth in Article XXVIII Supplemental Salaries for each Resident Educator.
3. The District will pay all training fees required for mentors to receive the mandatory ODE State mentor training.
4. The Mentor teacher will complete and submit the Supplemental Pay Voucher Form. This form will be turned in to the Treasurer's office by the teachers last working day for the contract year that the bargaining unit member was assigned the position of Mentor teacher. The stipend is to be paid in June of that school year.

E. Resident Educator

The Resident Educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor and attending recommended workshops, assessment preparation, etc. The days may be used in full day increments and shall be coordinated by the Building Principal/Immediate Supervisor. Lesser periods of time may be agreed to by the Principal.

F. Protections

1. 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 teaching evaluation. However, the Mentor may be evaluated for the supplemental mentoring position.
2. Mentor Teachers shall not participate in the evaluation of any Resident Educator.
3. The policies and practices include understanding and respecting the need for confidentiality between mentors and resident educators as well as principal's collaboration with mentors to support high quality instruction.
4. During one time of the Resident Educator's residency, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

**ARTICLE XXI - MILEAGE REIMBURSEMENT**

- 21.01 All members of the bargaining unit shall be reimbursed for mileage at the IRS rate, for all mileage traveled as result of assignment by the administration and/or Board.

**ARTICLE XXII - PERSONNEL FILE**

- 22.01 A. The official personnel file of each bargaining unit member shall be maintained in the office of the Board.
- B. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the Association member shall not be placed in a bargaining unit members' personnel file.
- C. Employees will receive a copy of all materials that are being placed by the Administration in the official personnel file. Additionally, the employee shall sign and date all materials that are being placed by the Administration in the official personnel file. Such a signature does not indicate agreement with the content, but indicates only that the material has been reviewed by the employee prior to its placement in the file.

- D. A bargaining unit member will have the right to view the contents of his/her official personnel file during the normal work day as soon as practicable but not later than 24 hours after making the request. A bargaining unit member is entitled to place rebuttal materials in the file concerning items which he/she views as derogatory provided he/she signs and dates the rebuttal.
- E. A bargaining unit member shall be entitled to a copy, at his/her expense, of any material in his/her file.
- F. Any written and signed complaint regarding a certificated person made to any other member of the administration by any parent, student or other person which is used in any manner in evaluating a certificated person will be promptly investigated and called to the attention of the certificated person.

The certificated person will be given an opportunity to respond to and/or rebut such complaint.

- G. Upon the bargaining unit members request and Superintendent's approval, written reprimands and/or critical letters or items of a disciplinary nature shall be removed from the bargaining unit member's file providing that two (2) years have elapsed from the date of the document and no other formal disciplinary action or reprimand has been filed during the two (2) year period.

### **ARTICLE XXIII - PLANNING AND PREP TIME**

- 23.01 A. All members of the bargaining unit shall be granted during the regular scheduled duty day a minimum of forty (40) consecutive minutes per day for planning and preparation. This time shall be in addition to the duty-free lunch.

Conferences/meetings scheduled by administration require 24 hour notice unless extenuating circumstances.

- B. All members of the bargaining unit shall have a minimum of thirty (30) minutes duty-free lunch.

No teacher shall have the responsibility for morning or afternoon recess duty except under extenuating circumstances and at no time shall a teacher have more than two (2) recess duties per week.

- C. Teachers have the right to refuse to "cover" a class during their preparation/planning time.

- D. Special Education teachers may be provided up to one (1) release day per school year on premises to write IEP's and/or complete alternate assessments. Additional days may be granted by administration as needed.

**ARTICLE XXIV - PROFESSIONAL DEVELOPMENT**

- 24.01 A. To encourage further studies and professional growth, bargaining unit members who have successfully completed course work shall be reimbursed one hundred eighty dollars (\$180.00) for each semester hour or one hundred twenty dollars (\$120.00) for each quarter hour for up to twelve (12) semester hours or eighteen (18) quarter hours per bargaining unit member per school year, provided that the course work is within the bargaining unit member's area of certification or part of an education-related degree program and a LPDC approved course. All reimbursable courses must be taken from an accredited university.
- B. All credits must be approved by the Superintendent on formal application prior to registration for the course. The Board must approve each request and have it recorded in their official Board minutes.
- C. An official transcript must be submitted proving successful completion of the course(s) completed.
- D. Reimbursement will be made to the employee after the Treasurer has received the official transcript and verification of the cost per semester hour. Reimbursement will be separate from the normal salary payment.
- E. A one-time five hundred dollar (\$500) financial award will be paid to teachers with a Master's degree upon completion of an approved portfolio through the Stark County Educational Service Center for a Master Teacher License or a completion of National Board certification.
- F. The Board's maximum expenditure per school year shall be an amount equal to step 1 of the teacher's salary schedule. Reimbursement shall be made on a first-come, first-serve basis. If any money is remaining in the fund at the end of the school year, a bargaining unit member may request reimbursement for additional semester hours beyond the twelve (12) set forth above. All documentation for this additional reimbursement must be submitted by June 1.
- G. In no case shall an eligible employee be reimbursed for more than his/her actual expenditure, tuition and fees for the course(s) as certified to the Treasurer.

**ARTICLE XXV - REDUCTION IN FORCE**

- 25.01 In making any such reduction, any city, exempted village, joint vocational school board shall proceed to suspend contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to bargaining unit members on continuing contracts. The board shall not give preference to any bargaining unit member based on seniority, except when making a decision between bargaining unit members who have comparable evaluations. For the purpose of Reduction in Force and Recall, comparable evaluations will be defined as follows:



- A. Once the District implements its evaluation system under House Bill 153, employees shall be rated on each final Holistic Rating they receive as either “ineffective”, “developing”, “skilled, or “accomplished”.
- B. There shall be three (3) categories of comparable evaluation (Category 1, Category 2, and Category 3) in which employees shall be placed based upon the evaluation rating they receive for their three (3) most bargaining unit member evaluations.
- C. Employees evaluated as “ineffective” for two (2) out of their last three (3) bargaining unit member evaluations shall be placed in Category 3.
- D. Employees evaluated as “developing” or “skilled” for two (2) out of their last three (3) bargaining unit member evaluations shall be placed in Category 2.
- E. Employees evaluated as “accomplished” for two (2) out of their last three (3) bargaining unit member evaluations shall be placed in Category 1.
- F. Employees who receive a different/unique bargaining unit member evaluation rating in each of their last three (3) evaluations shall be placed in Category 2.
- G. Employees new to the District who have not yet acquired three (3) years of data, shall be placed in the appropriate category based on his/her bargaining unit member performance rating only.
- H. With respect to non-OTES evaluations, the non-OTES performance evaluations will be used to determine the placement in the categories as described above.

25.02 In the event that a Reduction in Force (RIF) becomes necessary due to reasons as provided in ORC 3319.17 and for finances, the following provisions shall apply:

- A. The Board shall determine the specific work locations and the areas of certification and specialty or the specific positions to be eliminated.
- B. Attrition and retirement shall be the first used methods by the Board to accomplish reduction in force.
- C. The Board shall provide a seniority list to the Association by November 15 of each year. This list shall include names, areas of certification, years of continuous service with the Board, and type of contract(s) held. The Association and/or its members shall have the right until December 15 of each year to submit any challenges or corrections to this list. The seniority list is final after December 15 and until this process is repeated during the next school year as stated in this section unless a bargaining unit member achieved continuing contract status during this time prior to any reduction in force. In this case the seniority list will be modified to reflect the attainment of his/her continuing contract status.

Seniority is defined in this section as the length of continuous service from the date of employment in the Brown Local School District. Length of continuous service will not include authorized leaves of absence or placement on the recall list. When ties occur in the determination of seniority, they will be broken by the date of employment in the Board minutes. In case of a tie, the date of the signing of the contract prior to Board meeting shall determine seniority. If ties still remain, the decision as to who shall be released shall be made solely by the Superintendent.

- D. In the event of comparable evaluations then the following procedures shall apply. In suspending contracts of bargaining unit members within each teaching field affected by the reduction in force, bargaining unit members on continuing contracts will be given preference over bargaining unit members on limited contracts. When conducting the reduction in force, bargaining unit members holding limited contracts in the area of certification/licensure shall be suspended first, beginning with Category 3, then Category 2, then Category 1 as defined.
- E. Once the reductions have been identified by the use of the above process, then:
  - 1. The Board shall publish a certified list to the Association of released certificated personnel in the order for recall determined by reversing the order of the above process.
  - 2. Certificated personnel affected by reduction in force shall be given written notice, by certified mail, at least forty-five (45) days prior to effective date of the layoff.
- F. Recall

In the recall of any bargaining unit member whose contract was suspended in a reduction in force, any city, exempted village, joint vocational school board shall proceed to recall contracts in accordance with the recommendation of the superintendent of schools who shall, within each teaching field affected, give preference to bargaining unit members on continuing contracts. The board shall not give preference to any bargaining unit member based on seniority, except when making a decision between bargaining unit members who have comparable evaluations. In the event of comparable evaluations, then the following procedures shall apply:

- 1. Certificated personnel whose positions have been eliminated shall be considered first for equivalent openings which may become available and for which they hold certification. Such certificated personnel shall be recalled beginning with Category 1, then Category 2, then Category 3 as defined, with continuing contract certificated personnel being recalled first and then, secondly, full certificated limited contract personnel.
- 2. Certificated personnel affected by reduction in force who attain additional areas of certification during reduction in force shall notify the

Superintendent of such change at the time of certification. This shall make the certificated person eligible for recall in this area.

3. Certificated personnel being recalled shall be notified by certified mail and shall have ten (10) working days from the date of receipt to respond affirmatively. It shall be the certificated person's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away more than five (5) working days.
4. An employee who is laid off shall remain on the recall list for two (2) years unless he/she waives his/her recall right in writing, resigns, fails to accept recall to a position in his/her classification or fails to report to work within ten (10) working days after written notice of recall.
5. Certificated personnel who have had their contracts suspended due to this procedure shall have the responsibility of providing the Board with a current, permanent address.

#### **ARTICLE XXVI - RETIREMENT SEVERANCE PAY**

26.01 The Board shall grant retirement severance pay to each certificated person retiring from the Brown Local School District with three (3) or more years of service who are eligible for retirement\* under qualification of the State Teachers' Retirement System (STRS) of Ohio.

- A. The amount to be determined by multiplying the accumulated sick leave times twenty-five percent (25%) times the certificated person's daily rate at the time of retirement with a maximum of seventy-two (72) days.
- B. Retirement severance pay may be requested to be delayed until no later than January of the following year of retirement by presenting written notice to the Treasurer at the time of retirement. However, retirement severance pay shall be taxable in the year in which the certificated person is first eligible to receive it.

\*Definition of retirement: (All of the following must be met)

1. The certificated person expresses his/her intent to retire on or before his/her last day of service from the Brown Local School District.
2. The certificated person is eligible for retirement on his/her last day of service from the Brown Local School District.
3. The certificated person receives his/her first check from the retirement system within a period of one hundred twenty (120) days from his/her last day of service from the Brown Local School District.

26.02 STRS Pick-Up

- A. The Treasurer of the Board shall contribute to STRS, in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts, including supplemental duty earnings, if any. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary; and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable to the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.
- C. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up". The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary including the amount of "pick-up". The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
- F. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after September 1, 1990.
- H. STRS pick-up shall not affect unemployment compensation, sick leave, workers' compensation, severance pay, or any other calculation based upon the negotiated BA-1 salary base for the duration of this Agreement.

- I. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.
- J. In addition, the Board shall pick-up (assume and pay) two percent (2%) of each employee’s contribution to the State Teachers Retirement System (STRS).

26.03 Retirement Incentive

Employees who retire when first eligible with thirty (30) years service credit in the State Teachers Retirement System shall receive a retirement incentive payment of ten thousand dollars (\$10,000.00). In order to be eligible, an employee must submit notice of his/her intent to retire to the Superintendent no later than March 1 of each year. Employees can increase retirement severance pay to seventy-five (75) days if retirement occurs after the deadline for the 30-year retirement incentive of ten thousand dollars (\$10,000.00).

**ARTICLE XXVII - CERTIFIED SALARY SCHEDULES**

2021-2022	3% base increased to \$31,315 current index Steps
2022-2023	2.5% base increased to \$32,098 current index Steps
2023-2024	2.5% base increased to \$32,900 current index Steps

Placement on the salary schedule: This section shall be effective until June 30, 2024. However, anyone hired for the 2023-2024 school year shall be grandfathered.

- A. A newly hired bargaining unit member will be placed no lower than Step 4. That individual will not move to Step 5 until they have five years’ salary schedule credit. i.e. If the individual has 2 years prior teaching experience and is placed on Step 4. The individual shall, however, receive the increase on the base each year.
- B. If a member moves, based on educational experience, they will move to the appropriate column at Step 4 and will be eligible to move as stated above. The individual shall, however, receive the increase on the base each year.
- C. If the contract is ratified by the Association by December 31, 2020, a \$500 ratification bonus will be paid in January 2021.
- D. If the contract is ratified by the Association by December 31, 2020; a \$500 ratification bonus will be paid in January 2021.

Movement may occur from one column to another for increased education.

2021-2022							
\$31,315							
3.0% Base Increase		+4.9%		+5.69%		+6.09%	
STEP		BA/BS		+150		MA/MS	
1	1.0000	31,315	1.0600	33,194	1.1200	35,073	
2	1.0490	32,849	1.1169	34,976	1.1809	36,980	
3	1.0980	34,384	1.1738	36,758	1.2418	38,887	
4	1.1470	35,918	1.2307	38,539	1.3027	40,794	
5	1.1960	37,453	1.2876	40,321	1.3636	42,701	
6	1.2450	38,987	1.3445	42,103	1.4245	44,608	
7	1.2940	40,522	1.4014	43,885	1.4854	46,515	
8	1.3430	42,056	1.4583	45,667	1.5463	48,422	
9	1.3920	43,590	1.5152	47,448	1.6072	50,329	
10	1.4410	45,125	1.5721	49,230	1.6681	52,237	
11	1.4900	46,659	1.6290	51,012	1.7290	54,144	
12	1.5390	48,194	1.6859	52,794	1.7899	56,051	
13	1.5880	49,728	1.7428	54,576	1.8508	57,958	
14	1.6370	51,263	1.7997	56,358	1.9117	59,865	
15	1.6860	52,797	1.8566	58,139	1.9726	61,772	
16	1.7350	54,332	1.9135	59,921	2.0335	63,679	
17	1.7840	55,866	1.9704	61,703	2.0944	65,586	
18	1.7840	55,866	1.9704	61,703	2.0944	65,586	
19	1.8330	57,400	2.0273	63,485	2.1553	67,493	
20	1.8330	57,400	2.0273	63,485	2.1553	67,493	
21	1.8820	58,935	2.0842	65,267	2.2162	69,400	
22	1.8820	58,935	2.0842	65,267	2.2162	69,400	
23	1.9310	60,469	2.1411	67,049	2.2771	71,307	
24	1.9310	60,469	2.1411	67,049	2.2771	71,307	
25	1.9800	62,004	2.1980	68,830	2.3380	73,214	
26	1.9800	62,004	2.1980	68,830	2.3380	73,214	
27	2.0290	63,538	2.2549	70,612	2.3989	75,122	
One time Stipend for noted milestones:							
30		+750		+1000		+1250	
31		+750		+1000		+1250	
32		+750		+1000		+1250	
33		+1000		+1250		+1500	
34		+1000		+1250		+1500	
35		+1000		+1250		+1500	

<b>2022-2023</b>							
		\$32,098					
2.5% Base Increase		+4.9%		+5.69%		+6.09%	
STEP		B/BS		+150		M/MS	
1		1.0000	32,098	1.0600	34,024	1.1200	35,950
2		1.0490	33,671	1.1169	35,850	1.1809	37,905
3		1.0980	35,244	1.1738	37,677	1.2418	39,859
4		1.1470	36,816	1.2307	39,503	1.3027	41,814
5		1.1960	38,389	1.2876	41,329	1.3636	43,769
6		1.2450	39,962	1.3445	43,156	1.4245	45,724
7		1.2940	41,535	1.4014	44,982	1.4854	47,678
8		1.3430	43,108	1.4583	46,809	1.5463	49,633
9		1.3920	44,680	1.5152	48,635	1.6072	51,588
10		1.4410	46,253	1.5721	50,461	1.6681	53,543
11		1.4900	47,826	1.6290	52,288	1.7290	55,497
12		1.5390	49,399	1.6859	54,114	1.7899	57,452
13		1.5880	50,972	1.7428	55,940	1.8508	59,407
14		1.6370	52,544	1.7997	57,767	1.9117	61,362
15		1.6860	54,117	1.8566	59,593	1.9726	63,317
16		1.7350	55,690	1.9135	61,420	2.0335	65,271
17		1.7840	57,263	1.9704	63,246	2.0944	67,226
18		1.7840	57,263	1.9704	63,246	2.0944	67,226
19		1.8330	58,836	2.0273	65,072	2.1553	69,181
20		1.8330	58,836	2.0273	65,072	2.1553	69,181
21		1.8820	60,408	2.0842	66,899	2.2162	71,136
22		1.8820	60,408	2.0842	66,899	2.2162	71,136
23		1.9310	61,981	2.1411	68,725	2.2771	73,090
24		1.9310	61,981	2.1411	68,725	2.2771	73,090
25		1.9800	63,554	2.1980	70,551	2.3380	75,045
26		1.9800	63,554	2.1980	70,551	2.3380	75,045
27		2.0290	65,127	2.2549	72,378	2.3989	77,000
One time Stipend for noted milestones:							
30			+750		+1000		+1250
31			+750		+1000		+1250
32			+750		+1000		+1250
33			+1000		+1250		+1500
34			+1000		+1250		+1500
35			+1000		+1250		+1500

<b>2023-2024</b>							
		\$32,900					
		2.5% Base Increase		+4.9%	+5.69%	+6.09%	
STEP		B/BS		+150		M/MS	
1		1.0000	32,900	1.0600	34,874	1.1200	36,848
2		1.0490	34,512	1.1169	36,746	1.1809	38,852
3		1.0980	36,124	1.1738	38,618	1.2418	40,855
4		1.1470	37,736	1.2307	40,490	1.3027	42,859
5		1.1960	39,348	1.2876	42,362	1.3636	44,862
6		1.2450	40,961	1.3445	44,234	1.4245	46,866
7		1.2940	42,573	1.4014	46,106	1.4854	48,870
8		1.3430	44,185	1.4583	47,978	1.5463	50,873
9		1.3920	45,797	1.5152	49,850	1.6072	52,877
10		1.4410	47,409	1.5721	51,722	1.6681	54,880
11		1.4900	49,021	1.6290	53,594	1.7290	56,884
12		1.5390	50,633	1.6859	55,466	1.7899	58,888
13		1.5880	52,245	1.7428	57,338	1.8508	60,891
14		1.6370	53,857	1.7997	59,210	1.9117	62,895
15		1.6860	55,469	1.8566	61,082	1.9726	64,899
16		1.7350	57,082	1.9135	62,954	2.0335	66,902
17		1.7840	58,694	1.9704	64,826	2.0944	68,906
18		1.7840	58,694	1.9704	64,826	2.0944	68,906
19		1.8330	60,306	2.0273	66,698	2.1553	70,909
20		1.8330	60,306	2.0273	66,698	2.1553	70,909
21		1.8820	61,918	2.0842	68,570	2.2162	72,913
22		1.8820	61,918	2.0842	68,570	2.2162	72,913
23		1.9310	63,530	2.1411	70,442	2.2771	74,917
24		1.9310	63,530	2.1411	70,442	2.2771	74,917
25		1.9800	65,142	2.1980	72,314	2.3380	76,920
26		1.9800	65,142	2.1980	72,314	2.3380	76,920
27		2.0290	66,754	2.2549	74,186	2.3989	78,924
One time Stipend for noted milestones:							
30			+750		+1000		+1250
31			+750		+1000		+1250
32			+750		+1000		+1250
33			+1000		+1250		+1500
34			+1000		+1250		+1500
35			+1000		+1250		+1500



## **ARTICLE XXVIII - SUPPLEMENTAL SALARIES**

- 28.01 Percent is the percentage of the base salary.
- 28.02 Credit for experience may be given on the Supplemental Salary Schedule for a bargaining unit member that moves to another supplemental position within the same sport. The years of experience in the supplemental do not have to be consecutive in order to be granted credit for such experience.
- 28.03 The Board shall have the unilateral authority to adjust any or all salaries upward in order to comply with Titles VII, IX and the Equal Pay Act.
- 28.04 Release time shall be provided for any teacher on the textbook committee. New positions may be added after consulting with the Association President.
- 28.05 The supplemental position of Detention Supervisor may choose to be reimbursed on a bi-monthly basis.
- 28.06 All supplemental contracts shall automatically expire at the end of the school year.
- 28.07 No bargaining unit member shall evaluate another bargaining unit member in any head coaching position. The Head Coach Committee shall determine the evaluation system used for coaching supplementals. Student and/or parent surveys shall not be used in the evaluation of a bargaining unit member in any supplemental position.
- 28.08 All supplementals shall be paid by the fifth of the month provided all necessary paperwork required for the supplementals is submitted to, and accepted by the Treasurer's Office one (1) week prior. If the fifth falls on a weekend or holiday, payment will be made on the preceding business day. Supplemental pay shall be issued as a separate payment from the normal salary payment.

28.09 Supplemental Salary Schedules

2021-2022							
\$31,315	0 - 4 Years Experience	Stipend	5 - 9 Years Experience	Stipend	10 + Experience	Stipend	Maximum Board Cost
Drama/Musical Director	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	\$ 2,505.20
Yearbook Advisor	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	\$ 2,505.20
HS Student Activities Council (5)	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 8,611.63
Drama/Musical Assist. Director	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
Show Choir	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0525	\$ 1,644	\$ 1,644.04
Excellence Committee (6)	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 10,333.95
National Honor Society	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
Mentor (as needed)	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
Pep Band	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
Test Coordinator	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
Video Board Coordinator	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 1,722.33
PBIS Coaches (3)	0.0450	\$ 1,409	0.0500	\$ 1,566	0.0550	\$ 1,722	\$ 5,166.98
<b>Club Advisors</b>	0.0375	\$ 1,174	0.0425	\$ 1,331	0.0475	\$ 1,487	\$ 25,286.86
<i>Including but not limited to:</i>							
Academic Challenge							
Art Club							
Band Auxiliary Unit (2)							
Camp (4)							
Foreign Language Club							
MS Activities Advisor (2)							
PEP Club							
Power of the Pen							
Science Club							
Debate Club							
							<b>\$66,387.80</b>
	Tutor Hourly Rate						
<b>Detention Supervisor</b>	\$ 23.87						
<b>Academic Assistant</b>	\$ 23.87						
	Tutor Hourly Rate						
<b>Summer School Instructor</b>	\$ 23.87						
<b>Elementary Musical</b>	\$ 300						
(minimum of 2 elementary musicals per year, maximum of \$600 stipend)							

2021-2022										
	0 Years	Stipend	1-2 Years	Stipend	3-4 Years	Stipend	5+ Years	Stipend	Maximum	
\$31,315	Experience		Experience		Experience		Experience		Board Cost	
Head Basketball Coach (x2)	0.1750	\$ 5,480	0.1850	\$ 5,793	0.1950	\$ 6,106	0.2050	\$ 6,420	\$	12,839
Head Football Coach	0.1750	\$ 5,480	0.1850	\$ 5,793	0.1950	\$ 6,106	0.2050	\$ 6,420	\$	6,420
Head Volleyball Coach	0.1400	\$ 4,384	0.1500	\$ 4,697	0.1600	\$ 5,010	0.1700	\$ 5,324	\$	5,324
Head Wrestling Coach	0.1400	\$ 4,384	0.1500	\$ 4,697	0.1600	\$ 5,010	0.1700	\$ 5,324	\$	5,324
Asst. Basketball Coach (x4)	0.1100	\$ 3,445	0.1200	\$ 3,758	0.1300	\$ 4,071	0.1400	\$ 4,384	\$	17,536
Asst. Football Coach (x4)	0.1100	\$ 3,445	0.1200	\$ 3,758	0.1300	\$ 4,071	0.1400	\$ 4,384	\$	17,536
Cross Country Coach	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	4,541
Golf Coach (x2)	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	9,081
Head Baseball Coach	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	4,541
Head Cheerleading Advisor	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	4,541
Head Softball Coach	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	4,541
Head Track Coach	0.1150	\$ 3,601	0.1250	\$ 3,914	0.1350	\$ 4,228	0.1450	\$ 4,541	\$	4,541
Asst. Athletic Director	0.1000	\$ 3,132	0.1050	\$ 3,288	0.1100	\$ 3,445	0.1150	\$ 3,601	\$	3,601
Asst. Volleyball Coach (x2)	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	0.1200	\$ 3,758	\$	7,516
Asst. Wrestling Coach	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	0.1200	\$ 3,758	\$	3,758
Asst. Baseball Coach	0.0800	\$ 2,505	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	\$	3,445
Asst. Cheerleading Advisor	0.0800	\$ 2,505	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	\$	3,445
Asst. Softball Coach	0.0800	\$ 2,505	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	\$	3,445
Asst. Track Coach (x3)	0.0800	\$ 2,505	0.0900	\$ 2,818	0.1000	\$ 3,132	0.1100	\$ 3,445	\$	10,334
7th Grade Basketball Coach (x2)	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	5,324
8th Grade Basketball Coach (x2)	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	5,324
9th Grade Basketball Coach	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	2,662
9th Grade Volleyball Coach	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	2,662
JH Cheerleading Advisor	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	2,662
JH Football Coach (x2)	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	5,324
JH Track Coach (x2)	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	5,324
JH Volleyball Coach	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	2,662
JH Wrestling Coach	0.0700	\$ 2,192	0.0750	\$ 2,349	0.0800	\$ 2,505	0.0850	\$ 2,662	\$	2,662
Youth Football Coordinators (x2)	0.0300	\$ 939	0.0325	\$ 1,018	0.0350	\$ 1,096	0.0375	\$ 1,174	\$	2,348.63
5th & 6th Grade Coach (x4), Basketball (x2), Volleyball (x1), Wrestling (x1)	0.0300	\$ 939	0.0325	\$ 1,018	0.0350	\$ 1,096	0.0375	\$ 1,174	\$	9,395
Summer Physical Conditioning (x4)	0.0300	\$ 939	0.0325	\$ 1,018	0.0350	\$ 1,096	0.0375	\$ 1,174	\$	4,697
[Football (1); Basketball (2); Volleyball (1)]										\$ 183,349

2022-2023								
	0 - 4 Years Experience	Stipend	5 - 9 Years Experience	Stipend	10 + Experience	Stipend	Maximum Board Cost	
<b>\$32,098</b>								
Drama/Musical Director	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	\$ 2,567.84	
Yearbook Advisor	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	\$ 2,567.84	
HS Student Activities Council (5)	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 8,826.95	
Drama/Musical Assist. Director	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
Show Choir	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0525	\$ 1,685	\$ 1,685.15	
Excellence Committee (6)	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 10,592.34	
National Honor Society	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
Mentor (as needed)	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
Pep Band	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
Test Coordinator	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
Video Board Coordinator	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 1,765.39	
PBIS Coaches (3)	0.0450	\$ 1,444	0.0500	\$ 1,605	0.0550	\$ 1,765	\$ 5,296.17	
<b>Club Advisors</b>	0.0375	\$ 1,204	0.0425	\$ 1,364	0.0475	\$ 1,525	\$ 25,919.14	
<i>Including but not limited to:</i>								
Academic Challenge								
Art Club								
Band Auxiliary Unit (2)								
Camp (4)								
Foreign Language Club								
MS Activities Advisor (2)								
PEP Club								
Power of the Pen								
Science Club								
Debate Club								
								<b>\$68,047.76</b>
	Tutor Hourly Rate							
<b>Detention Supervisor</b>	\$	24.47						
<b>Academic Assistant</b>	\$	24.47						
	Tutor Hourly Rate							
<b>Summer School Instructor</b>	\$	24.47						
<b>Elementary Musical</b>	\$	300						

(minimum of 2 elementary musicals per year, maximum of \$600 stipend)

2022-2023										
	0 Years		1-2 Years		3-4 Years		5+ Years		Maximum	
\$32,098	Experience	Stipend	Experience	Stipend	Experience	Stipend	Experience	Stipend	Board Cost	
Head Basketball Coach (x2)	0.1750	\$ 5,617	0.1850	\$ 5,938	0.1950	\$ 6,259	0.2050	\$ 6,580	\$ 13,160	
Head Football Coach	0.1750	\$ 5,617	0.1850	\$ 5,938	0.1950	\$ 6,259	0.2050	\$ 6,580	\$ 6,580	
Head Volleyball Coach	0.1400	\$ 4,494	0.1500	\$ 4,815	0.1600	\$ 5,136	0.1700	\$ 5,457	\$ 5,457	
Head Wrestling Coach	0.1400	\$ 4,494	0.1500	\$ 4,815	0.1600	\$ 5,136	0.1700	\$ 5,457	\$ 5,457	
Asst. Basketball Coach (x4)	0.1100	\$ 3,531	0.1200	\$ 3,852	0.1300	\$ 4,173	0.1400	\$ 4,494	\$ 17,975	
Asst. Football Coach (x4)	0.1100	\$ 3,531	0.1200	\$ 3,852	0.1300	\$ 4,173	0.1400	\$ 4,494	\$ 17,975	
Cross Country Coach	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 4,654	
Golf Coach (x2)	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 9,308	
Head Baseball Coach	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 4,654	
Head Cheerleading Advisor	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 4,654	
Head Softball Coach	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 4,654	
Head Track Coach	0.1150	\$ 3,691	0.1250	\$ 4,012	0.1350	\$ 4,333	0.1450	\$ 4,654	\$ 4,654	
Asst. Athletic Director	0.1000	\$ 3,210	0.1050	\$ 3,370	0.1100	\$ 3,531	0.1150	\$ 3,691	\$ 3,691	
Asst. Volleyball Coach (x2)	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	0.1200	\$ 3,852	\$ 7,704	
Asst. Wrestling Coach	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	0.1200	\$ 3,852	\$ 3,852	
Asst. Baseball Coach	0.0800	\$ 2,568	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	\$ 3,531	
Asst. Cheerleading Advisor	0.0800	\$ 2,568	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	\$ 3,531	
Asst. Softball Coach	0.0800	\$ 2,568	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	\$ 3,531	
Asst. Track Coach (x3)	0.0800	\$ 2,568	0.0900	\$ 2,889	0.1000	\$ 3,210	0.1100	\$ 3,531	\$ 10,592	
7th Grade Basketball Coach (x2)	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 5,457	
8th Grade Basketball Coach (x2)	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 5,457	
9th Grade Basketball Coach	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 2,728	
9th Grade Volleyball Coach	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 2,728	
JH Cheerleading Advisor	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 2,728	
JH Football Coach (x2)	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 5,457	
JH Track Coach (x2)	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 5,457	
JH Volleyball Coach	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 2,728	
JH Wrestling Coach	0.0700	\$ 2,247	0.0750	\$ 2,407	0.0800	\$ 2,568	0.0850	\$ 2,728	\$ 2,728	
Youth Football Coordinators (x2)	0.0300	\$ 963	0.0325	\$ 1,043	0.0350	\$ 1,123	0.0375	\$ 1,204	\$ 2,407.35	
5th & 6th Grade Coach (x4), Basketball (x2), Volleyball (x1), Wrestling (x1)	0.0300	\$ 963	0.0325	\$ 1,043	0.0350	\$ 1,123	0.0375	\$ 1,204	\$ 9,629	
Summer Physical Conditioning (x4)	0.0300	\$ 963	0.0325	\$ 1,043	0.0350	\$ 1,123	0.0375	\$ 1,204	\$ 4,815	
[Football (1); Basketball (2); Volleyball (1)]									\$ 187,933	

2023-2024								
	0 - 4 Years Experience	Stipend	5 - 9 Years Experience	Stipend	10 + Experience	Stipend	Maximum Board Cost	
\$32,900								
Drama/Musical Director	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	\$ 2,632.00	
Yearbook Advisor	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	\$ 2,632.00	
HS Student Activities Council (5)	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 9,047.50	
Drama/Musical Assist. Director	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
Show Choir	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0525	\$ 1,727	\$ 1,727.25	
Excellence Committee (6)	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 10,857.00	
National Honor Society	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
Mentor (as needed)	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
Pep Band	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
Test Coordinator	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
Video Board Coordinator	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 1,809.50	
PBIS Coaches (3)	0.0450	\$ 1,481	0.0500	\$ 1,645	0.0550	\$ 1,810	\$ 5,428.50	
<b>Club Advisors</b>	0.0375	\$ 1,234	0.0425	\$ 1,398	0.0475	\$ 1,563	\$ 26,566.75	
<i>Including but not limited to:</i>								
Academic Challenge								
Art Club								
Band Auxiliary Unit (2)								
Camp (4)								
Foreign Language Club								
MS Activities Advisor (2)								
PEP Club								
Power of the Pen								
Science Club								
Debate Club								
								<b>\$69,748.00</b>
	Tutor Hourly Rate							
<b>Detention Supervisor</b>	\$	25.08						
<b>Academic Assistant</b>	\$	25.08						
	Tutor Hourly Rate							
<b>Summer School Instructor</b>	\$	25.08						
<b>Elementary Musical</b>	\$	300						

(minimum of 2 elementary musicals per year, maximum of \$600 stipend)

2023-2024										
	0 Years		1-2 Years		3-4 Years		5+ Years			Maximum
\$32,900	Experience	Stipend	Experience	Stipend	Experience	Stipend	Experience	Stipend		Board Cost
Head Basketball Coach (x2)	0.1750	\$ 5,758	0.1850	\$ 6,087	0.1950	\$ 6,416	0.2050	\$ 6,745		\$ 13,489
Head Football Coach	0.1750	\$ 5,758	0.1850	\$ 6,087	0.1950	\$ 6,416	0.2050	\$ 6,745		\$ 6,745
Head Volleyball Coach	0.1400	\$ 4,606	0.1500	\$ 4,935	0.1600	\$ 5,264	0.1700	\$ 5,593		\$ 5,593
Head Wrestling Coach	0.1400	\$ 4,606	0.1500	\$ 4,935	0.1600	\$ 5,264	0.1700	\$ 5,593		\$ 5,593
Asst. Basketball Coach (x4)	0.1100	\$ 3,619	0.1200	\$ 3,948	0.1300	\$ 4,277	0.1400	\$ 4,606		\$ 18,424
Asst. Football Coach (x4)	0.1100	\$ 3,619	0.1200	\$ 3,948	0.1300	\$ 4,277	0.1400	\$ 4,606		\$ 18,424
Cross Country Coach	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 4,771
Golf Coach (x2)	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 9,541
Head Baseball Coach	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 4,771
Head Cheerleading Advisor	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 4,771
Head Softball Coach	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 4,771
Head Track Coach	0.1150	\$ 3,784	0.1250	\$ 4,113	0.1350	\$ 4,442	0.1450	\$ 4,771		\$ 4,771
Asst. Athletic Director	0.1000	\$ 3,290	0.1050	\$ 3,455	0.1100	\$ 3,619	0.1150	\$ 3,784		\$ 3,784
Asst. Volleyball Coach (x2)	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619	0.1200	\$ 3,948		\$ 7,896
Asst. Wrestling Coach	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619	0.1200	\$ 3,948		\$ 3,948
Asst. Baseball Coach	0.0800	\$ 2,632	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619		\$ 3,619
Asst. Cheerleading Advisor	0.0800	\$ 2,632	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619		\$ 3,619
Asst. Softball Coach	0.0800	\$ 2,632	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619		\$ 3,619
Asst. Track Coach (x3)	0.0800	\$ 2,632	0.0900	\$ 2,961	0.1000	\$ 3,290	0.1100	\$ 3,619		\$ 10,857
7th Grade Basketball Coach (x2)	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 5,593
8th Grade Basketball Coach (x2)	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 5,593
9th Grade Basketball Coach	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 2,797
9th Grade Volleyball Coach	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 2,797
JH Cheerleading Advisor	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 2,797
JH Football Coach (x2)	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 5,593
JH Track Coach (x2)	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 5,593
JH Volleyball Coach	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 2,797
JH Wrestling Coach	0.0700	\$ 2,303	0.0750	\$ 2,468	0.0800	\$ 2,632	0.0850	\$ 2,797		\$ 2,797
Youth Football Coordinators (x2)	0.0300	\$ 987	0.0325	\$ 1,069	0.0350	\$ 1,152	0.0375	\$ 1,234		\$ 2,467.50
5th & 6th Grade Coach (x4), Basketball (x2), Volleyball (x1), Wrestling (x1)	0.0300	\$ 987	0.0325	\$ 1,069	0.0350	\$ 1,152	0.0375	\$ 1,234		\$ 9,870
Summer Physical Conditioning (x4) [Football (1); Basketball (2); Volleyball (1)]	0.0300	\$ 987	0.0325	\$ 1,069	0.0350	\$ 1,152	0.0375	\$ 1,234		\$ 4,935
										<b>\$ 192,630</b>

## ARTICLE XXIX - STUDENT TEACHERS

- 29.01 A. No member of the bargaining unit shall have more than one (1) student teacher per year unless mutually agreed to by the teacher and the administration.
- B. A teacher who has volunteered to accept a student teacher shall not be given other assignments by the administration during periods for which the student teacher is assigned (i.e., covering other classes, study halls, etc.)

## ARTICLE XXX – COLLEGE CREDIT PLUS

- 30.01 A. Bargaining unit members serving in the role of CCP professor shall receive a stipend of \$200 per credit (semester) hour with a max of \$2,600 per year per individual.

## **ARTICLE XXXI - TUTORS**

31.01 All articles shall apply to tutors, home instructors, and any other certified personnel not on a regular teaching contract, with the exception of Articles X, XI, and XXV. Hourly tutors are also excluded from Article XXIII.

1. Tutors and home instructors shall be employed under one-year limited contracts that shall automatically expire at the end of each school year.
2. Tutors will receive a base pay of \$23.47 per hour for 2021-2022, \$24.06 for 2022-2023, and \$24.66 for 2023-2024 school year. This represents the same percent of increase as the teachers receive per this agreement.

## **ARTICLE XXXII - VACANCIES AND TRANSFERS**

### 32.01 Definitions

- A. A vacancy shall be any position in the bargaining unit resulting from:
  1. An employee's leaving employment as a result of a termination, resignation, non-renewal (excluding tutors and supplementals) or death.
  2. An employee's transfer to another position.
  3. An employee's assuming a non-bargaining unit position.
  4. The creation of a new position that falls within the bargaining unit.
- B. A transfer is an employee's change in assignment/building.
- C. A qualified applicant is one who meets the posted position qualification.

### 32.02 Posting of Vacancy Notice

- A. Vacancies will first be filled by recall from layoff.
- B. The vacancy notice shall include: the position title, qualification, and building, certification/licensure required by the Ohio Department of Education, deadline for application, who to contact for information and starting date.
- C. Vacant positions will be posted electronically for a period of five (5) business days. If interested, a staff member must reply to the Superintendent in writing or electronically during the posting period.
- D. The Board shall not be required to post any position between July 15 and the beginning of the school year.



Nothing in this article shall be construed as prohibiting the Board from filling a position forthwith without regard to this article in the event a position is vacated or created between July 15 and the beginning of the school year.

### 32.03 Voluntary Transfers

- A. Employees who desire to be considered for a transfer shall submit an Interest Intent form to his/her immediate supervisor no later than March 1. However, an individual interested in a vacant position shall submit their bid in writing to the Superintendent within the posting period.
- B. Employees may request a meeting with the Superintendent to discuss reasons for denial.
- C. A vacancy does not exist for an employee on approved leave.

### 32.04 Involuntary Transfers

Involuntary transfers shall be a change in teaching position initiated by the Administration. A teacher to be involuntarily transferred shall be granted a meeting with the Superintendent to discuss the proposed assignment.

The following will apply for any bargaining unit member who is involuntarily transferred into a position that requires HQT status. The Board shall provide reimbursement for employee-paid required highly qualified test costs for HQT tests passed by the teacher.

### 32.05 Filling of Vacancies

- A. Employees who desire a vacant position shall submit their application in writing to the Superintendent within the posting period. If a vacancy is not filled by a bargaining unit member, the Board shall fill the position by hiring an outside applicant.
- B. The Superintendent shall notify the Association President. Such notification shall include the position filled and the name of the person filling the vacancy.

### 32.06 Notice of Teaching Schedule

- A. Prior to the beginning of each school year, each principal, upon request of the bargaining unit member, will meet to discuss proposed assignments for the next school year.
- B. A written notice of any proposed changes in grade level or subject area will be given to the affected bargaining unit member.

### **ARTICLE XXXIII - TUITION FREE ATTENDANCE**

- 33.01 Dependents of non-resident district employees shall be eligible for tuition free education. Tuition shall be waived in accordance with the Board's space available policy with students having the highest number of years in attendance given priority. If there is a need to split a class, the parents would be informed that the student can no longer attend. The last student enrolled whose parent(s) are employed in the district would be the first to be withdrawn from the class. Students of district employees may only be removed from the district at the end of the school year or before school starts in the fall.
- 33.02 The window period in which a non-resident district employee may apply will coincide with the district's open enrollment policy.
- 33.03 The district shall not be required to incur additional cost as a result of this provision.
- 33.04 Parents are responsible for transportation of their children.

### **ARTICLE XXXIV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

34.01 A. Purpose

A Local Professional Development Committee ("LPDC") shall be established for the purpose of determining whether the course work taken by certificated personnel meets the requirements of the State Board of Education standards for license renewal. The LPDC will oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Rationale

Professional development plays an important role in the continuous improvement of education. Professional development shall focus on expanding experiences of the individual educator, improving instructional or administrative techniques, and providing opportunities for new strategies to address student needs.

C. Committee Composition and Selection

1. The LPDC shall be comprised of five (5) members as follows:  
Three (3) bargaining unit members and two (2) administrative members.
2. The three (3) bargaining unit members shall be elected by the Association. The two (2) administrative members shall be appointed by the Superintendent.
3. In the event of a vacancy, the LPDC member shall be replaced in accordance with C(2), above.

D. Term of Office

1. bargaining unit member and administrative member shall serve a three (3) year term.
2. the terms of office rotation will continue, with two (2) new members being elected one year and three (3) new members being elected the next year as documented in LPDC minutes.
3. at completion of term, a member may be reappointed for an additional consecutive term.

E. Chairperson

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

F. Secretary/Recorder

The secretary/recorder shall be determined by majority vote of the LPDC members. He or she will assure the secure storage of the confidential materials used by the LPDC.

G. Decision Making

Decision shall be made by majority vote of the LPDC members present and voting. Four (4) members present shall constitute a quorum.

H. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functioning, and legal requirements of LPDC's.
2. If the available training is during work hours, the LPDC members shall be given paid release time to attend. LPDC members may apply for professional leave, subject to approval of the district, for training that occurs outside the regular workday or work year.
3. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
4. In addition, LPDC members shall receive a stipend of \$750 each year for their work on the LPDC, payable on the last pay of the fiscal year.

I. Meetings

Meetings shall be scheduled by the LPDC chairperson once a month.

J. Local Professional Development decisions are not grievable.

K. Appeals Process

After the publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the MEA and the Board shall meet to bargain the appeals process.

**ARTICLE XXXV - FAIR SHARE FEE REINSTATEMENT**

35.01 If the United States Supreme Court's Janus decision is reversed in the future, the Fair Share Fee provisions contained in Article 34, Sections A-F, of the 2017-2021 contract will be reinstated without bargaining.

**ARTICLE XXXVI - FEDERALLY FUNDED PROGRAM TEACHERS**

Federally funded program teachers, with the exception of those paid from Title II-A funds, shall be employed under one-year limited contracts that shall automatically expire at the end of each school year, and they shall be evaluated in accordance with Article XII of this agreement.

**ARTICLE XXXVII - HIRING/REHIRING RETIREES**

The Board may, in its sole discretion, choose to hire/rehire individuals who have retired. If such individual is hired/rehired, the following terms and conditions shall govern:

1. The individual shall be issued a one year limited contract, which shall automatically expire, and as a condition of employment, the employee waives his/her right to a continuing contract under Ohio law.
2. Neither 3319.11 ORC, or 3319.17 ORC shall apply.
3. The Board, at its sole discretion, may offer insurance benefits.
4. The employee waives the rights he/she may have to accrue severance pay either under Ohio law or board policy.
5. Sick leave shall accrue at a rate of two (2.00) days per month but shall not accumulate beyond the length of the contract.
6. The following articles of the collective bargaining agreement shall not be applicable to individuals hired/rehired under this Article:

Article X – Contracts

Article XII – Evaluations (unless Required by OTES)

Article XV – Insurances

Article XXV – Reduction in Force

Article XXVI – Severance Pay

Article XXVIII – Salary Schedule

Article XXXI – Vacancies and Transfers

All other rights and provisions of the collective bargaining contract shall apply to rehired retirees.

7. The rehired retiree shall receive a salary not to exceed forty thousand dollars (\$40,000) per year.

**ARTICLE XXXVIII – COMPLAINT PROCEDURE**

- 38.01 A. Complaints about bargaining unit members(s) received by a Board member or Superintendent will normally be directed to the bargaining unit member's supervisor. If the complaint warrants further investigation/action, the Supervisor and/or the Superintendent will inform the bargaining unit member of the complaint.
- B. Prior to implementing a plan to resolve a parental concern, the Principal/Supervisor will meet with and seek input from the employee. No bargaining unit member shall be asked to attend a conference with parent(s) or legal guardian without prior knowledge of the identity of at least one (1) of the parent(s) or legal guardian and the nature of the complaint.
- C. If a written record of a complaint is ultimately to be placed in a bargaining unit member's personnel file, the bargaining unit member shall receive a copy of the report. The bargaining unit member shall have the right to have rebuttal attached to the report in the personnel file.

**ARTICLE XXXIX – ENTIRE AGREEMENT CLAUSE**


- 39.01 A. Any wage, hour and/or working condition affecting member(s) of the bargaining unit covered under ORC 4117.08(A) not changed by this Contract shall remain as is for the duration of this Contract.
- B. Duration - All provisions of this agreement shall remain in effect from July 1, 2021, up to and including June 30, 2024, at which time said contract is terminated. Negotiations for a new contract, may, according to the terms of this contract, be conducted commencing on or before February 15, 2024.

**ARTICLE XXXX - EFFECTS OF CONTRACT**

**FOR THE BOARD**

  
Board President

  
Board Superintendent

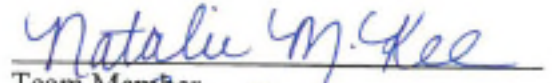
  
Board Treasurer

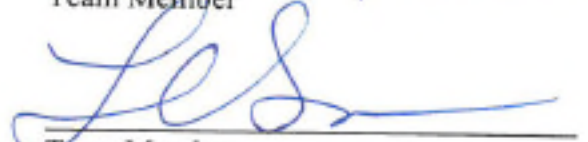
  
Team Member

\_\_\_\_\_  
Negotiator

**FOR THE ASSOCIATION**

  
Association President

  
Team Member

  
Team Member

  
Team Member

\_\_\_\_\_  
Association Negotiator

**Malvern Grievance Report Form**

Grievance #: \_\_\_\_\_  
School: \_\_\_\_\_  
Name of Grievant: \_\_\_\_\_  
Building: \_\_\_\_\_  
Position/Job: \_\_\_\_\_  
Immediate Supervisor: \_\_\_\_\_

**Informal: Level One**

Date submitted at Level One: \_\_\_\_\_  
Date of Discussion with Principal/Supervisor \_\_\_\_\_

Resolution  
reached: \_\_\_\_\_

**Formal Level Two: (Immediate Supervisor Level) Proof of receipt (date/initials)** \_\_\_\_\_

Distribution:

- Association
- Supervisor
- Grievant

A. Date submitted at Level Two: \_\_\_\_\_

B. Date incident occurred:  
\_\_\_\_\_

C. Specific article(s) violated:  
\_\_\_\_\_

D. Statement of grievance:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Remedy requested:

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Signature of Grievant



F. Disposition

a. Management:

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Signature: Management

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Date

**Formal Level Three: (Superintendent Level)**

**Proof of receipt (date/initials) \_\_\_\_\_**

Distribution:

- Association
- Superintendent
- Grievant

G. Date submitted at Level Three: \_\_\_\_\_

H. Disposition

a. Management:

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\_\_\_\_\_  
Signature: Management

\_\_\_\_\_  
Date

**Formal Level Four: (Option of FMCS Level) Proof of receipt (date/initials) \_\_\_\_\_**

Distribution:

I. Date Submitted at Level Four: \_\_\_\_\_

J. Notice to Appeal to Mediation

- a. By submitting at this level, the Association is requesting to utilize a FMCS mediator to meet with the parties to assist them in potentially reaching a resolution to this grievance. Both parties understand that mutual agreement to utilize a Federal mediator must occur to engage in Formal Level Four. Management's signature at this level represents agreement to the process at Formal Level Four.

\_\_\_\_\_  
Signature: Management

\_\_\_\_\_  
Date

**Formal Level Five: (Arbitration Level)**    **Proof of receipt (date/initials)** \_\_\_\_\_

Distribution:

- Association
- Superintendent
- Grievant

K.     Date Submitted at Level Five:

\_\_\_\_\_

L.     Filing with American Arbitration Association (AAA) must take place within five (5) of the grievance being submitted at Level Five.

a.     Date filed with AAA \_\_\_\_\_