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# **COLLECTIVE BARGAINING AGREEMENT**

**Between the**

**BEXLEY EDUCATION ASSOCIATION**

**and the**

**BEXLEY CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

**July 1, 2024 through June 30, 2027**

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

**A. Recognition**

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

**B. Definition of Bargaining Unit**

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

**C. Conflict with Law**

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

**ARTICLE II  
NEGOTIATIONS PROCEDURE**

**A. Negotiating a Succeeding Contract**

1. Notice to Bargain

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

2. Inability to Reach Agreement

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

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

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

3. Failure of Mediation

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

**B. General Provisions**

1. Representation

The Association and the Board shall each select up to eight (8) negotiation representatives, including consultants.

2. Matters Subject to Negotiations

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

3. Information

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

4. Initial Session

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

5. Release Time

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

6. Item Agreement

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

7. Final Agreement

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

8. Alternative Procedure

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

**ARTICLE III  
GRIEVANCE PROCEDURE**

**A. Definition and Rights**

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

**B. Time Limits**

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



3. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
4. All notices of hearings, dispositions of grievances, written grievances and appeals shall be emailed, return receipt requested. The bargaining agent shall receive copies of all notices.
5. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
6. A day shall be considered: (a) contractual day during the school calendar excluding days when schools may be closed for calamity; and (b) week days during the summer vacation period excluding legal holidays. A day does not include weekends.

### **C. Grievance Procedure**

#### **1. Informal Procedure**

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

#### **2. Formal Procedure**

##### **a. Step I**

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

##### **b. Step II**

If the grievant is not satisfied with the disposition of the grievance at Step I, the grievant shall complete Grievance Report Form, and submit same to the Superintendent/designee within ten (10) days of the receipt of its disposition at Step 1. Within ten (10) days of receipt of the grievance form, the Superintendent/designee shall

meet with the grievant. Within five (5) days of the meeting, the Superintendent/designee shall write their disposition of the grievance by completing their portion of Step II, and forwarding a copy to the grievant, the Association and the immediate supervisor.

c. Step III

If the Step II procedure does not resolve the grievance, the grievant, with the written concurrence of the Association, may within ten (10) days appeal the grievance to Grievance Mediation with the Federal Mediation and Conciliation Service (FMCS) with mutual agreement of the Board. The parties shall contact the local FMCS office to mediate the grievance. The parties will hold a mediation session as soon as practicable following the selection of a mediator, but in no event more than thirty (30) calendar days from the appeal date unless mutually agreed by the parties. In the event there are costs and expenses which may be incurred in securing and utilizing the services of a mediator, such costs will be shared by the Board and the Association. As of the date of the written agreement to submit the grievance to mediation, the timeline for appealing the Step IV shall be stayed until the end of the Grievance Mediation session.

d. Step IV

In the event the grievance has not been satisfactorily resolved by the above steps of the grievance procedure or if either party chooses not to participate in mediation, then the grievant with the written concurrence of the Association may, within ten (10) days following the parties' scheduled mediation or from the receipt of the Step II answer, request a hearing before an arbitrator by completing Grievance Report Form.

The grievant's request for arbitration shall be in writing and hand-delivered or sent by certified mail, return receipt, or email with a copy of the Association's concurrence to the Office of the Superintendent. The grievant or their designated representative shall petition the American Arbitration Association to provide both parties with a list of seven (7) names. The parties shall select the arbitrator by the alternate strike method, with either party having the right to request a second list. Once the arbitrator has been selected, they shall conduct a hearing on the grievance in accordance with the rules of the American Arbitration Association. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the

hearing. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Collective Bargaining Agreement nor add to, detract from, or modify the language therein, nor substitute their opinion for that of the evaluator. The costs for the arbitrator and the hearing room shall be shared equally by the employer and the Association.

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

## **ARTICLE IV RIGHTS**

### **A. Management Rights**

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

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

### **B. Association Rights**

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

#### **1. Board Meetings**

##### **a. Information Concerning Board Meetings**

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

b. Notice of Board Meeting

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

c. Board Meeting Participation

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

2. Directory Information

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

3. School Mail and Bulletin Boards

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

4. General Teachers' Meetings

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

5. Use of School Building

a. The Association shall have the right to use the school buildings for Association meetings before or after the teacher workday.

b. The Association will use the building permit form procedure to request use of a particular building for a meeting.

c. The Board will charge the Association only for custodial overtime costs, if any, incurred as a result of Association meetings.

6. Use of School Equipment

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

7. Transaction of Association Business

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

8. Professional Association Leave

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

9. Payroll Deductions

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

- a. Bargaining unit members must submit a written authorization for payroll deductions, on a form provided by BEA, to the Board's Treasurer on or before October 1 of any year the individual bargaining unit member begins payroll deductions under this Agreement. Unless revoked or changed in keeping with procedures contained herein, an authorization of dues and assessment will voluntarily continue from year to year. The Association will notify the Board's Treasurer of the names of those bargaining unit members who have revoked payroll deduction authorization.
  - b. Provided the authorization cards are properly submitted to and/or are on file with the Board's Treasurer on or prior to October 1 of any given year, deduction will be made in equal installments and will begin with the first November pay and continue each pay of each following month through July in accordance with Article VIII (B) Authorization cards submitted to the Board's Treasurer after October 1, may require an alteration to provisions of this paragraph and shall be made as determined by the Board's Treasurer.
  - c. Within five (5) calendar days following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the BEA Treasurer in check form made payable to "The Bexley Education Association." By October 15 of each year, the BEA will notify the Board's Treasurer as to the total amount of dues to be deducted per bargaining unit member. Such notification shall be in the form of a letter signed by the BEA President or Treasurer.
  - d. The Board, Treasurer, and Superintendent shall not be held legally responsible for incorrect data supplied by the Bexley Education Association.
  - e. A bargaining unit member who wishes to revoke or modify their payroll deduction may do so by submitting the revocation in writing to the Association President, Association Treasurer and Board Treasurer. The Board Treasurer shall cease payroll deductions in the first payroll that occurs 14 calendar days after the notice of revocation is received.
10. Teacher Professional Organization (TPO) Supplemental Contracts
- a. Upon written request by the Association President accompanied by a check in the correct amount, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Bexley

Education Association and/or affiliate of the Association, upon written notification to the District. The request shall include the name(s) of the employee(s) performing work, the time period for the work to be performed and the amount to be paid for the work. The Association shall pay the Board an amount equal to the supplemental contract and all other payroll and other necessary expenses occurring as a result of this position, including but not limited to employer STRS and Medicare contributions. Only the four principal BEA officers, and one (1) other designated member having a specific paid duty (with specification of the duties) may have supplemental contracts in effect in a particular school year.

- b. To comply with STRS rules the employer and the employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for 250 days. The supplemental contract shall be paid within 30 days of deposit of Association funds to the District Treasurer.
- c. If the foregoing provision is amended by subsequent changes to the Ohio Administrative Code Section 3307-06-01, then such changes shall be addressed and resolved by the parties.

11. Professional Development Planning Committee

Each school year, the Association and Board shall form a committee for the purposes of providing input into district level professional development and assisting in evaluating the effectiveness of the professional development.

The committee shall be formed of five (5) teachers appointed by the Association President, up to four (4) administrators appointed by the Superintendent, and other bargaining unit members as mutually agreed upon by the Association President and Superintendent.

**C. Individual Rights**

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

**D. Family Members Attending Bexley City Schools**

Bargaining unit members residing in Bexley may apply for intradistrict open enrollment consistent with Board Policy JECBD, and they will be considered first on the priority list if the request is made by April 1.

**E. Joint Labor-Management Committee**

For the purposes of continuing to collaboratively work together to solve any workplace issues, the Association and the Board agree to maintain a system of labor-management committees throughout the district and the building level and also among student services staff. The structure of the committees shall build on positive working relationships already established in each building.

1. Each building will have a monthly meeting with up to two (2) Association representatives and the building administrator and one (1) additional administrator as determined by the building administrator to collaboratively work to solve any workplace issues that have arisen in the previous month. In addition, up to two (2) Association representatives from the student services staff and up to two (2) student services supervisors will meet monthly for the same purposes. The Association representatives and administrators/supervisors will provide each other with agenda items two (2) days prior to the meetings. The meetings will not be held if both the Association representatives and administrators/supervisor mutually agree to cancel the meeting.
2. The BEA President and one (1) Association representative and the Superintendent and one (1) administrator will meet monthly to discuss any outstanding or unresolved issue(s). The meetings will not be held if both the BEA President and Superintendent mutually agree to cancel the meeting.
3. All provisions of Article III, Grievance, remain in full force and effect.

**ARTICLE V  
LEAVES OF ABSENCE**

**General Provisions**

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

1. Bargaining unit members may continue in the group insurance programs providing they pay the full cost of the monthly premium to the Treasurer fifteen (15) days prior to the due date.



2. Bargaining unit members on an unpaid leave of absence shall provide written or email notice to the Board and Superintendent on or before April 1 of each year of their intention of returning to work. Failure of the bargaining unit member to provide such written notice shall be considered as the bargaining unit member's resignation from employment, and ORC 3319.16 will not apply. The Board's approval of this Agreement constitutes its acceptance of the bargaining unit member's resignation, so no further action or written notice of acceptance is necessary from the Board.
3. Upon returning from the leave, the bargaining unit member will resume respective contract status and will be assigned to the same or similar certified/licensed position held at the time the leave commenced.

**A. Sick Leave**

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

Each new bargaining unit member or any bargaining unit member who has exhausted their accumulated sick leave shall be advanced ten (10) days of sick leave. If any of these ten (10) days of sick leave are used, they shall be deducted from the sick leave accumulated during that year of employment, or if necessary, from the following employment year. If a bargaining unit member's employment ends using advanced sick leave and not earning the same, they will have the per diem amount deducted for said unearned sick leave from the last salary check issued by the Board's Treasurer.

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

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

Unused sick leave shall have an unlimited accumulation.

Sick leave may be used for any absence of the bargaining unit member due to:

1. personal illness of the bargaining unit member defined as a disease or other condition affecting the physical and/or mental health of an individual such that the bargaining unit member cannot fully carry out their job responsibilities;
2. pregnancy;
3. injury;
4. exposure to contagious disease which could be communicated to others; or
5. for absence due to illness, injury or death in the bargaining unit member's immediate family. For purposes of this Agreement, immediate family includes parent, grandparent, son, daughter, minor child of foster parent or minor ward of guardian, brother, sister, or in-laws bearing any of these relationships, aunts, uncles, spouse or any individual who is a member of the bargaining unit member's immediate household.

Bargaining unit members will make every effort to not use sick leave for discretionary appointments scheduled on professional development days or state or district testing days.

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

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

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

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

## **B. Sick Leave Bank**

1. Contribution to the bank.

Employees may contribute to the sick leave bank in one (1) to five (5) full day increments. Bargaining unit members will elect their sick leave bank contributions in an online form to the payroll department by September 1 of each year. Donations may come from sick leave with each donated day

reducing the employee's accrued sick leave by the same amount. Days donated to the bank will forever be forfeited by the employee.

If the sick leave bank falls below a total of 60 days during the year, the Association President may request additional donated days by following the same procedure as outlined in the above paragraph during a 30 day window of time. The maximum number of days any member may donate in a school year is eight (8) days. A member may not donate days during the ninety (90) calendar days prior to the member's retirement.

## 2. Use of Donated Days

In the event of catastrophic or prolonged, or chronic illness of a bargaining unit member, spouse, domestic partner, child, parent or birth of a child or member of their immediate family, a bargaining unit member who has exhausted their sick leave may request, through the Association, transfer of unused sick leave days from the sick leave bank to the affected bargaining unit member to be used as sick leave. The request will be reviewed by a committee comprised of the Association President, Association Vice President and the Superintendent with a decision reached by majority vote of that Committee. A letter of notification of the granting or rejecting of the request and, if appropriate, the number of days granted, will be delivered to the applicant. The decision made by the committee is final and cannot be the subject of a grievance. The bargaining unit member does not have to use the ten days of sick leave advanced discussed in Article V, Section (A) sick leave before requesting use of the sick leave. Guidelines for administering this provision will be as follows:

- a. A doctor's statement will be required and included with the request for sick leave in order for it to be considered.
- b. Sick leave days will be paid at 100% of the requesting bargaining unit member's daily rate of pay.
- c. The receiving bargaining unit member will not earn sick leave or personal leave while using donated leave days.
- d. The receiving bargaining unit member cannot use donated days to extend the date on which their disability retirement takes effect, if applicable.
- e. The receiving bargaining unit member cannot use a total of more than sixty (60) donated leave days during their employment with the Bexley Schools.

### **C. Personal Leave**

Subject to the second paragraph of this Section C, each bargaining unit member shall be entitled to not more than three (3) days of absence, with pay, per contract year (July 1 through June 30). Such days shall be available to teachers whose bargaining unit contract begins after the first teacher contract day of the school year as follows: three (3) days if the teacher's first contract day is before November 1; two (2) days if the teacher's first contract day is on or after November 1 through January 31; and one (1) day if the teacher's first contract day is on or after February 1. Such days shall not be deducted from sick leave. Except in emergencies, a bargaining unit member will give written notice to their principal or their principal designee at least forty-eight (48) hours in advance of their intention to take such leave. In an emergency, the bargaining unit member will notify their principal as soon as possible prior to said leave, and a report of such absence, signed by the bargaining unit member, shall be filed within four (4) school days following the last day of absence. Unless expressly authorized by the Superintendent, a personal leave day may not be used when fifteen percent (15%) or more of the bargaining unit staff in the member's building is scheduled to be absent that day. Once a bargaining unit member is approved for personal leave, it cannot be revoked by the District.

A bargaining unit member may rollover up to two (2) unused personal leave days into the next school year, having no more than five (5) total personal leave days available in any school year. Through June 30, 2027 any additional days that would cause a bargaining unit member to have more than five (5) personal days shall be paid out at the rate of \$150 for each unused personal day no later than the last day of August provided the employee did not use more than ten (10) sick days during that school year. Provided, however, that no more than three (3) consecutive contract days may be used unless the bargaining unit member provides the reason for the requested leave and obtains the Superintendent's approval. Denial by the Superintendent cannot be the subject of a grievance.

### **D. Religious Leave**

When the recognized observances fall on school days, they may be taken up to a maximum of three (3) days with pay. The expression "recognized religious observances" refers to those days which are generally observed, for religious purposes, by the majority of a widely recognized religious group.

### **E. Professional Leave**

1. Two (2) days of paid professional leave shall (and additional days may) be granted per school year upon notification to the building principal and Superintendent/designee by the individual bargaining unit member completing the form entitled "Professional Conference or Visitation Leave Form," provided the training is directly related to District goals.

2. The following provisions shall govern the use of Professional Leave.
  - a. To attend professional workshops, seminars and/or conventions.
  - b. To visit other school districts.
  - c. Use will not be authorized on an in-service day unless approved by the building principal.
  - d. Notification must be submitted in writing to the building principal at least three (3) contractual days or ten (10) calendar days prior to the use of the professional leave.
  - e. Limitation on the number of attendees per meeting may be necessary due to the impact upon the educational requirement of the District but, in no case, shall leave be denied to less than ten percent (10%) of bargaining unit members in the building.
3. The following provisions will govern reimbursement of expenses:
  - a. A yearly payment of \$30,000 will be given to the Association by September of each school year. For audit purposes, the BEA shall provide at the end of each school year a list of bargaining unit members and what each bargaining unit member was paid or reimbursed. Any unused funds from the yearly appropriation shall be credited to the next school year's total.
  - b. All reimbursement requests shall be reviewed, approved and paid by the Association.
4. Professional leave with pay not set forth above may be granted or assigned by the administration upon application by the individual bargaining unit member.

**F. Disability Leave**

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

The Board shall pay fifty percent (50%) of the cost of single coverage hospitalization and major medical insurance for a bargaining unit member who has exhausted sick leave for the first three (3) months of such leave, or until STRS disability retirement is in effect, whichever comes first. An employee who

is eligible for and/or who has taken Family and Medical Leave at any time under Article (V)(I) below is not eligible for this benefit.

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

#### **G. Military Leave**

The parties agree to abide by all applicable Ohio and federal laws as they pertain to military leave.

#### **H. Child Care Leave**

1. Bargaining unit members may use sick leave towards their child care leave, with the following limitations:
  - i. For the birth or adoptive parent, up to forty (40) sick days within eight (8) weeks of the birth of the child or placement the adoptive child; or
  - ii. For the non-birth parent, up to twenty (20) sick days within twelve (12) weeks of the birth of the child.

An unpaid child care leave shall be granted and is limited to the remainder of the semester for the birth or adoption of a child and may be extended for one additional semester. The bargaining unit member must notify the Superintendent in writing by April 1 (or July 10 in case of childbirth or adoption on or after April 1) of their desire to extend the leave into the next school year or their intention of returning to work. Failure of the bargaining unit member to provide such written notice shall be considered as the bargaining unit member's resignation from employment and ORC 3319.16 will not apply. The Board's approval of this Agreement constitutes its acceptance of the bargaining unit member's resignation so no further action or written notice of acceptance is necessary from the Board.

2. No later than ten (10) days after the childbirth or the placement of an adopted child, the bargaining unit member must give the Superintendent/designee written notice whether they will be taking unpaid child care leave.
3. Any request for alteration in the effective date or cancellation of the leave request may be made only once. This request must be submitted to the Superintendent/ designee.

4. Upon return from leave, the bargaining member will resume the same contract status held prior to leave. The staff member will return to the same or similar position they held prior to the leave.
5. A staff member may remain a member of all or any employee group insurance policies at the individual's expense after the effective date of leave. If the staff member is eligible for Board-paid insurance for May, the Board will continue to pay the premiums for all or any employee insurance policies for the staff member for June and July.

## **I. Family and Medical Leave**

The purpose of the law is to provide eligible bargaining unit members with the right to take up to a combined total of twelve (12) weeks of unpaid leave each year (July 1 through June 30) in connection with: (1) the birth and first-year of a child; (2) the adoption or foster placement of a child; (3) the serious illness of an bargaining unit member 's spouse, child, or parent; or domestic partner or the child or parent of domestic partner and (4) the bargaining unit member 's own serious illness. A bargaining unit member becomes eligible after working twelve (12) months for the District and must work more than twelve hundred fifty (1,250) hours per year. All qualifying definitions, eligibility requirements, and conditions for use of family or medical leave under this Section shall be construed to be consistent with the Family and Medical Leave Act (FMLA) of 1993. If a bargaining unit member has taken sick leave for the above reasons, that time counts towards the twelve (12) week time period.

1. A bargaining unit member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to beginning the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the bargaining unit member learns of the need for the leave. The bargaining unit member's notice to the Superintendent that they will use family leave must specify that "family leave" will be the type of leave taken.
2. During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contribution it makes for a bargaining unit member on the active payroll to continue participation in life, dental, and health insurance. The bargaining unit member must pay the portion of the premium for any of such insurances to the Treasurer by the first day of the month in which the bargaining unit member desires to have the insurance coverage continued. If the bargaining unit member does not pay their contribution to the premium cost, then the Board will not be obligated to contribute its share in order to maintain the coverage.

**J. Assault Leave**

Any bargaining unit member who sustains a physical assault by a person during the course of duties, and is disabled, unable to perform regular duties due to the nature of the disabilities, as certified by a medical provider, shall be granted assault leave to recuperate from injuries. This paid leave shall not be charged against sick leave or personal leave.

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

If a student physically assaults a bargaining unit member, then an education team shall convene as soon as practicable to assess the situation and discuss any appropriate next steps.

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

Information about filing a workers' compensation claim is available in the Employee Handbook.

**K. Court Leave**

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

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



## **L. Sabbatical Leave**

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

Such leave shall be according to the following provisions:

1. A bargaining unit member shall be on a continuing contract and have five (5) years continuous service within the Bexley City Schools. The requesting teacher may be on a limited contract if they have obtained a Master's Degree, has had at least eight (8) years of teaching experience, five (5) of which must have been as a teacher in the Bexley City School District, and has been accepted for an accredited doctoral program in the field of education.
2. A plan of professional improvement shall be furnished to the Superintendent/ designee prior to Board approval. Upon return from sabbatical leave, a report shall be filed with the Superintendent/designee by the bargaining unit member as proof that said plan was followed.
3. The bargaining unit member will be paid a partial salary of \$25,000.
4. No more than three (3) bargaining unit members may be on sabbatical leave at one time.
5. The bargaining unit member shall not be eligible for any other leaves of absence.
6. A bargaining unit member may take a sabbatical leave only once every five (5) years.
7. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule, and for seniority purposes.
8. A bargaining unit member not returning to duty after a sabbatical or after additional leave shall be required to pay back all remuneration received from the Board as set forth in paragraph (3.). Such payback must be made within a four (4) month period of time beginning with the first full month said bargaining unit member was to have returned to duty. Arrangements for making the payback during this period of time shall be made between the Board's Treasurer and the affected bargaining unit member.

9. Upon return from leave, the bargaining member will resume the same contract status held prior to the leave. The staff member will return to the same or similar position they held prior to the leave.

## **M. Unpaid Leaves of Absence**

### **1. Short-Term**

Bargaining unit members may request one or more short-term unpaid leave(s) of absence for up to a total of five (5) workdays within a three (3) year period provided that the bargaining unit member is on limited or continuing contract status and has completed five (5) years of service with the school district, except in extenuating circumstances disclosed to and approved by the Superintendent. Bargaining unit members shall apply to their Principals at least two (2) workdays in advance (if possible). If the request is not approved, the bargaining unit member will be provided an opportunity to meet with Superintendent to review the request. The Superintendent's decisions under this Section cannot be the subject of a grievance.

### **2. Long-Term**

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

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

## **N. Military-Related Leave of Absence**

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

**O. Leave Procedures**

When a bargaining unit member is absent for any reason, that bargaining unit member must submit the leave through the District's on-line system. The bargaining unit member must also provide appropriate documentation for the leave, other than sick and personal leave, before it will be approved.

**ARTICLE VI  
JOB SECURITY**

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

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

- e. This Article shall not apply to supplemental, extended service or summer school contracts. A bargaining unit member who is hired to replace a bargaining unit member on a leave of absence of one (1) year or less shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement bargaining unit member. A replacement bargaining unit member may be terminated during the term of the appointment pursuant to ORC 3319.16.
- f. A bargaining unit member who is hired to replace a bargaining unit member who resigns or whose position is otherwise vacated on or after July 10 shall be deemed employed only for the length of time stated in the original appointment action of the Board without further Board action or notice, and this Article shall not apply to such a replacement teacher. A replacement teacher may be terminated during the term of the appointment pursuant to ORC 3319.16.
- g. Contracts identified in subparagraphs (e) and (f) above are considered replacement contracts. If the bargaining unit member actually works one hundred and twenty (120) days or more (this is not inclusive of any paid or unpaid leave identified in Article V) while on a replacement contract and is reemployed for another year, then the member will move to the second contract in the sequence of contracts identified in Section D of this Article. In all other cases in which the bargaining unit member is reemployed for another year, the member will move to the first contract in the sequence of contracts identified in Section D of the Article.
- h. Paragraph (A)(1)(f) does not prohibit the Board of Education from issuing a limited regular contract to bargaining unit members hired for a position which becomes available on or after July 10, and paragraph (A)(1)(f) shall not apply to such bargaining unit members.

2. Reasons for Non-renewal

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

3. Grievances for Non-renewal of Limited Teaching Contracts

- a. All grievances for the first three (3) consecutive school years of service under regular teaching contract shall be limited solely to procedural violations as set forth in paragraph (1) above.

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

4. Post-Non-renewal Procedure

A bargaining unit member who is non-renewed has the right to file a grievance concerning compliance with the evaluation procedures as well as compliance with this Section A. The grievance must be filed in writing with the Superintendent within ten (10) calendar days of the bargaining unit member's receipt of the written notice of non-renewal. The written grievance shall be considered a request for arbitration at Step III of the Grievance Procedure.

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

**B. Discipline**

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

**C. Complaints**

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

1. The person receiving the complaint will determine the validity and/or seriousness of the complaint. Depending upon this decision, the complaint may be disregarded or brought to the appropriate person in charge of the stated staff member.

2. If the complaint is referred to the building principal or supervisor, they will determine the validity and/or seriousness of the complaint. The principal or supervisor shall determine if the complaint should be disregarded or brought to the attention of the bargaining unit member at that time.
3. If the complaint is referred to the bargaining unit member, they will be given the identity of the complainant and the opportunity to discuss the details of the situation with their principal or supervisor. Together they will cooperatively discuss an appropriate response to the complainant and/or solution to the situation causing the complaint. The employee has a right to representation in a conference or interview that the employee reasonably believes could lead to discipline.
4. If the complaint is not referred to the bargaining unit member, then such complaint shall be disregarded/not to be placed in the personnel file of the bargaining unit member, and may not be used in any subsequent conference, evaluation, or other assessment of the bargaining unit member involved.
5. Nothing in this procedure limits or restricts the authority of the administration or Board to investigate professional misconduct and to make determinations or take actions based on the administration's investigation.

**D. Investigations**

When the administration of Board determines to investigate possible professional misconduct of a bargaining unit member and hold an investigatory or fact-finding meeting with a bargaining unit member, the administration will provide the bargaining unit member with notice of the purpose and subject matter of the meeting and any materials the bargaining unit member should bring to the meeting. The bargaining unit member has a right to representation in a meeting that the bargaining unit member reasonably believes could lead to discipline.

**E. Sequence of Contracts**

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

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

- |    |                                     |   |
|----|-------------------------------------|---|
| e. | Fifth contract                      | two (2) year limited contract unless eligible for a continuing contract |
| f. | Sixth contract and subsequent years | Three (3) year limited contract   |

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

**F. Notification of Job Openings**

1. Notification of all vacancies for all teaching, building, administrative, and supplemental contract vacancies shall be emailed to bargaining unit members as they occur throughout the year. When a vacancy occurs in an elementary school the Principal first shall consult with current teachers assigned to that building with the necessary licensure to determine their interest in filling the position and make a decision whether to fill the vacancy with one of them. Resulting vacancies within the same building will be treated in the same way until all internal reassignments within the building have been made from the initial vacancy. The resulting vacancy after this process shall be subject to the posting requirements of this Section.
2. Emails shall be sent to all bargaining unit members during the period school is in session, and notice of vacancies shall be posted on the District's website or otherwise distributed electronically at other times.

Bargaining unit members may come to or telephone the Superintendent/designee's office to be informed of these vacancies.

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

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

## **G. Voluntary Transfer**

Each bargaining unit member who so notifies the Superintendent/designee within these ten (10) calendar days will have their request for transfer considered. The three (3) most senior bargaining unit members who apply will be considered and interviewed. One (1) of three (3) most senior applicants shall be transferred provided it is in the best interest of the District.

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

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

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

## **H. Involuntary Transfer**

### **1. Notification of Assignment**

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

- 2.** Involuntary transfers shall not be made for arbitrary or capricious reasons. When the voluntary provision of this Article has not succeeded in filling a vacancy, an involuntary transfer may be made by the Superintendent/ designee. The bargaining unit member certificated for the vacant position, and who has the least seniority will be transferred provided the transfer is in the best interest of the District. If the affected bargaining unit member so requests, they will be given written reasons(s) why they were



involuntarily transferred. Such reason(s) shall neither be used to the detriment of that bargaining unit member nor be placed in their personnel file, unless it is for disciplinary reasons.

**I. Continuing Contract Eligibility**

The office of the Superintendent or designee will send a timely Districtwide email notifying all bargaining unit members that to be considered for a continuing contract, they must provide written notice to the Superintendent of Schools by October 1 of their intent to meet the statutory requirements in order to be considered for a continuing contract at the April meeting of the Board of Education.

The professional, permanent, or life certificate or equivalent professional education license must be on file with the Superintendent of Schools by March 31 for the bargaining unit member to be considered for continuing contract status in April.

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

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

**J. Service to Students**

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

**K. Trainings Required by Law**

The Board shall develop a program of in-service training for trainings required by law. Thereafter, the Board shall inform members of the procedure and availability of its program. The program will be free to all bargaining unit members. Bargaining unit members must complete the required in-service training for their assignment and responsibilities at the intervals specified in the law.

**L. Licensure**

Each member of the bargaining unit shall maintain all ODE licenses and endorsements that the member had in effect on June 29, 2015 as well as all ODE licenses and endorsements issued to a member after that date unless the bargaining unit member and Superintendent mutually agree that the license and/or endorsement may expire.

**ARTICLE VII  
TERMS AND CONDITIONS**

**A. Academic Freedom**

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

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

1. The right to study controversial issues which have political, economic or social significance on which, at their level, they should begin to have an opinion.
2. The right to study under competent instruction in an atmosphere free from bias and prejudice.
3. The right of access to all relevant information freely available in the school or public libraries.

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

## **B. Closed School Days**

When the Superintendent/designee deems it necessary to close some or all Bexley City Schools due to inclement weather conditions or situations which are potentially hazardous to the health or welfare of students or staff, the bargaining unit members shall not be required to report to duty and shall be so informed through the District notification system. However, on any of the first three (3) days in a school year when a school is closed for weather, calamity or other reasons, bargaining unit employees, to the extent possible, will use their time to complete state-required training, previously scheduled staff meetings, previously scheduled student conferences and to consult with students as needed. At the bargaining unit member's discretion, these activities may be completed remotely and/or at their home.

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

## **C. Facilities for Bargaining Unit Members**

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

- e. bargaining unit members may use the school's telephone for long distance calls in the case of an emergency or for school purposes.
- f. a space shielded from view and free from any intrusion from co-workers, students, and the public that would be functional as a space for expressing breast milk.

3. Room Temperature

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

**D. Length of Contractual Year**

The length of the regular contractual year shall be no more than one hundred eighty-six (186) days, including the following nine (9) days during which students are not in attendance:

- 3 Days: Days prior to the school year. One (1) day is restricted or limited to on-site planning and preparation for the individual bargaining unit member.
- 3 Days: Bargaining unit member workdays at the end of the first, second, and third academic quarters to be used by bargaining unit members for planning and preparation. The bargaining unit members shall have the flexibility to work from whatever location is appropriate to complete their work.
- 3 Days: The equivalent of one and one half (1.5) days to be used for District directed professional development and the equivalent of one and one half (1.5) days of on-site professional development aligned with district goals selected by the bargaining unit member.

To the extent possible, bargaining unit members will also participate in beginning of the year open house or curriculum night activities.

## **E. Length of Staff Day**

### **1. Contract Time**

The contractual day of any bargaining unit member shall be eight (8) hours. The contractual day shall encompass a thirty-minute, duty-free lunch period.

### **2. Planning Time**

Each elementary (grades K-5) bargaining unit member shall be provided during the student week at least two hundred ten (210) minutes of time for day-to-day preparation/grading each week during which no other duties shall be assigned. The two hundred ten (210) minutes shall be divided into periods of at least thirty (30) minutes of uninterrupted time and, if possible, shall be distributed with an attempt toward an equal distribution throughout the week.

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

### **3. Student Meetings**

Building principals shall make every reasonable effort to employ substitutes to cover special and regular education teachers during the school day when teachers are needed to attend student meetings.

Bargaining unit members who are required to cover or attend special education meetings outside of their contract day shall be paid the workshop rate in Article XII(E).

### **4. Meeting Times**

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

5. Time Outside the Student Instructional Day

Through June 30, 2027, the following will be in place for time outside the student instructional day:

- a. Middle School/High School: The day will include at least 50 minutes when students will not be scheduled to attend. For the first full student week of each of the first three quarters of the school year: one (1) day per week will be administrator directed; two (2) days per week will be focused on district goals; and two (2) days per week will be directed by the bargaining unit member. For the remainder of the school year: one (1) day per week will be administrator directed; two (2) days per week will be office hours to assist students with work; and two (2) days per week will be directed by the bargaining unit member.
- b. Elementary Schools: The day will include at least 50 minutes when students will not be scheduled to attend. One (1) day per week will be administrator directed; two (2) days per week will be focused on district goals; and two (2) days per week will be directed by the bargaining unit member.

**F. School Calendar**

The school calendar shall be no more than one hundred eighty-six (186) days which shall include at least nine (9) paid days during which students are not in attendance as set forth in Article VII, Section D. In addition, at least five (5) calamity days will be built into the school calendar.

In January of each year a six (6) member calendar committee shall be appointed. The Superintendent/designee shall appoint three (3) members and the Association President shall appoint three (3) members. In keeping with the provisions of this Agreement, the committee shall study and make recommendations regarding the school calendar for the following two (2) years. All information and recommendations shall be submitted to the Superintendent/designee and to the Association President on or prior to February 28. No calendar may be adopted which is not in compliance with the provisions of this Agreement.

By October 31 of each school year, the Association President and the Superintendent will meet and mutually agree on how to complete schooling for students if there are more than three (3) calamity days in a school year. If the Association President and Superintendent do not agree, and school is closed for more than three (3) days for weather, calamity, or other reasons, the Superintendent shall consult with the BEA President about the scheduling of any future possible make-up days/hours for the teacher contract year.

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

The Superintendent will publish a draft calendar with dates of interest which shall include teachers' conferences and curriculum nights etc., for bargaining unit members by the last day of school for the subsequent school year.

#### **G. Scheduled Conference Days**

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

If the bargaining unit member has the conference(s) outside the normal school day, they will not be required to be on duty during the regularly scheduled conference periods. Scheduled evening conferences will not be held on the night before a scheduled day off.

#### **H. Tuition Reimbursement**

The following procedure will be used for application and distribution of the tuition reimbursement hours and funds:

1. The tuition reimbursement hours and funds will be divided into three (3) equal units for distribution by semesters. Those hours and funds not used will be carried over to the next semester. No more than the allocated number of hours or funds will be used in any one school year.
2. Each bargaining unit member must complete a written application form. This form must be received by the Central Office no later than the stated deadline.
3. If the demand for hours and funds is greater than the number allocated for a particular semester, the preference orders listed below will be utilized.

##### **a. PREFERENCE ORDER**

##### **i. First Preference**

That bargaining unit member shall be given preference who is taking a course as part of a degree-granting program and/or who by agreement of the Superintendent/designee is taking course work necessary for supplemental licensing in a new area of teaching. In the event that the demand for fee-

waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

ii. Second Preference

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last three (3) semesters. In the event that the demand for fee-waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

iii. Third Preference

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee waiver in the last two (2) semesters. In the event that the demand for fee-waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

iv. Fourth Preference

That bargaining unit member shall be given preference who is taking a course that is not part of a degree-granting program and has not used a fee-waiver in the last one (1) semester. In the event that the demand for fee waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

v. Fifth Preference

Any staff member who did not qualify for the previous four (4) preferences. In the event that the demand for fee-waivers exceeds supply, that bargaining unit member with highest seniority shall receive preference.

b. GENERAL PROVISIONS

i. Fee-waivers and paid hours shall be used in one of the following:

- a. in the bargaining unit member's area of certification;  
or



- b. in another area of certification being pursued by the bargaining unit member within the field of education, or hours approved by the Superintendent/ designee.
  - ii. The Board shall allocate fifty thousand dollars (\$50,000) for tuition reimbursement under this Section (H).
- c. DISTRIBUTION PROCEDURE
  - i. For each bargaining unit member there shall be a limit of one (1) course per semester during the Autumn, Spring and Summer semester or the course rate as determined by OSU, whichever is applicable. In no case shall a bargaining unit member be reimbursed more than the IRS allowable amount for tax-free benefits for educational assistance programs. Evidence of the completed course work shall be provided to the Board. If a bargaining unit member does not successfully complete the course they shall reimburse the Tuition Reimbursement Fund.
  - ii. The amount of one (1) course per semester shall not apply where expiring fee-waiver hours would go unused in the summer. A bargaining unit member must apply in writing for the one (1) additional summer fee waiver by a deadline established by the Superintendent based on final payment dates from the affected institutions. A bargaining unit member will be limited to a maximum of two (2) courses in a summer semester even with this exception.
  - iii. If any unused tuition reimbursement funds remain after June 1, then bargaining unit members may request one additional tuition reimbursement on or before June 15 for an additional course. The remaining funds will be split equally among the requesting members up to the full cost of their course or the rate as determined by OSU.
  - iv. A bargaining unit member who has been granted a fee waiver or tuition reimbursement must submit evidence of completion of the course at the end of the semester in which the course is completed rather than when requesting the next fee waiver, unless the fee waiver/tuition reimbursement form is due prior to completion of the previous semester.

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

The selection of elementary instructional level chairpersons and area coordinators, team leaders, secondary department chairpersons, and curriculum development staff members is an administrative function; however, the opinions and recommendations of bargaining unit members within the relevant area or department will be obtained relative to the selection of chairpersons. Appointments are for one-year terms, and a bargaining unit member may not serve more than four (4) consecutive terms.

**J. Personnel Files**

1. To the extent allowed by law, the official personnel file of each bargaining unit member shall be confidential and shall be maintained in the office of the Board.
2. A bargaining unit member shall have access to their personnel file upon request when a Central Office administrator or designee is present in the Central Office. A representative of a bargaining unit member shall have access to said bargaining unit member's personnel file when said bargaining unit member requests such access in writing to the Superintendent/designee or their designee.
3. A bargaining unit member shall be notified as soon as possible when there is a public records request for their personnel file by a member of the public and shall be provided the name and address of the person making the request, if known and a copy of the public records request. The member will be promptly provided a copy of any of the member's personnel file records provided to the member of the public, no later than the same day.
4. A bargaining unit member shall be entitled to a copy of any specific material(s) in their file upon written request.
5. Letters or materials anonymous to the bargaining unit member or reports partially or entirely based on sources anonymous to the bargaining unit member shall not be placed in a bargaining unit member's personnel file.
6. Information in the personnel file may be removed upon mutual agreement of the bargaining unit member and the administrator making the entry or by the bargaining unit member and the Superintendent/designee.
7. All material in the file shall be accurate, relevant, timely and appropriate.

8. Each bargaining unit member shall have the right to respond in writing to any material contained in the file which would be generally considered as detrimental to their personal or professional interest, and the response will be attached to the specific material.
9. Bargaining unit members shall be notified by school email within three (3) days after material that could be considered detrimental is placed in their personnel file.

**K. Qualifications for Employment**

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

**L. New Bexley Educator Mentor**

New Bexley Educator Mentors for staff members new to Bexley City Schools, who have completed the Resident Educator program, shall receive a stipend of two hundred and fifty dollars (\$250), paid on November 20 each school year.

**M. Hepatitis B**

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

**N. Third Grade Reading Guarantee**

The District will reimburse teachers the cost of successfully taking the test to obtain the necessary qualifications or credentials for the 3rd Grade Reading Guarantee under the following conditions:

1. The teacher must earn a passing score on their first attempt. Any teacher who is unsuccessful would then be responsible for any/all financial expenses related to retaking the test, should they choose to retake it.
2. The District will reimburse any teacher with either a 1-8th, K-3rd, 4-8th license/certificate as well as all intervention specialists. Any teacher earning a passing score on their first attempt must provide a copy of the necessary license or license endorsement to the treasurer for reimbursement.

**O. Resident Educator Mentor**

A Resident Educator Mentee is a teacher employed by the district under a resident educator license.

1. Other than a notation to the effect that a teacher served as a Resident Educator Mentor, the teacher's activities as the Resident Educator Mentor shall not be part of that staff member's evaluation.
2. Resident Educator Mentors shall not participate in the evaluation of any Resident Educator.
3. Resident Educator Mentors shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
4. No Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Resident Educator/Resident Educator Mentor discussions, except as required by law.
5. Stipend year one and year two—five hundred dollars (\$500.00) per mentee. Stipend year three and year four—two hundred and fifty dollars (\$250.00) per mentee. The stipends will be paid fifty percent (50%) on November 20 and fifty percent (50%) on June 20 of each school year.

**P. Class Lists**

Tentative student rosters for intervention specialists, student related services, and school psychologists, and class lists for elementary schools for the upcoming school year shall be published to bargaining unit members not later than the final day of the contract year. The bargaining unit member shall not publish, distribute or discuss the tentative class list with parents or students unless permission has been given by the building level administrator.

**Q. Class Composition**

The administration will make all reasonable efforts to assign students to general education classes so that no more than thirty five percent (35%) of any class will be made up of students on 504 plans or IEPs. When more than thirty-five percent (35%) of students on IEPs or 504 plans are assigned to any general class, the assigned teacher shall notify the principal. Thereafter, the teacher, administrator, and case manager shall meet and discuss how to provide support to the educational team so that the needs of the students in the class are met.

## **ARTICLE VIII REDUCTION IN FORCE**

When by reason of declining student enrollment in a program, building, grade level(s), or District-wide, for other reasons set forth in ORC 3319.17, or for lack of funds, the Board of Education determines that it will be necessary to reduce the number of bargaining unit members, it may make a reasonable reduction. A "lack of funds" means the School District has a current or projected deficiency of funding in the amount of at least \$250,000 as certified by the State Auditor for the ensuing year to maintain current, or to sustain projected levels of staffing and operations. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent/designee. The following provisions shall also apply:

1. The Superintendent shall notify the Association President of the reasons for any anticipated staff reductions. The Association President will be provided with the following prior to the Board acting on their RIF recommendation:
  - a. A current seniority list. The seniority list shall include contract status of all bargaining unit members, teaching field seniority, and all areas of certification.
  - b. A list of positions to be reduced and the reasons for such reductions and with the most recent final holistic evaluation rating for unit members.
  
2. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following criteria in recommending which teachers are to be laid off:
  - a. The Board may make any reductions in force first through attrition, resignation or on approved leave of absence.
  - b. Limited contract teachers holding temporary certification will be reduced first.
  - c. Fully certificated limited contract teacher will be reduced next.
  - d. Continuing contract teachers shall be given preference so that they are the last persons suspended within the certification/license area to be reduced.
  - e. Accomplished and Skilled teachers and non-OTES evaluated employees shall be considered comparable and the order of layoff among them shall be on the basis of seniority and contract status within area of certification/licensure.

- f. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
  - g. In case of a tie, STRS service credit shall break ties.
  - h. In event of a tie STRS service credit, highest social security number beginning with the number to farthest right and proceeding left until tie is broken.
- 3. A unit member whose contract is suspended as a result of a RIF shall be given written notification, by hand delivery or certified or registered mail, that their employment will be suspended and the reasons for such suspension. This notification shall occur on or before June 30, prior to the year the suspension will take effect.
  - 4. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work they are certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees.
  - 5. A bargaining unit member whose contract is suspended will be guaranteed the following rights:
    - a. The right to remain a member of all employee group insurance policies at the bargaining unit member's own expense after the contract is suspended.
    - b. The Board will accept, without reservation, the resignation of an affected bargaining unit member after July 10.

## **ARTICLE IX RECALL**

- A.** The following procedures will be used in the recall process:
  - 1. Any member who was laid off shall have recall rights for a period of thirty six (36) months from the first school day of the next school year unless:
    - a. recall rights are waived in writing by the teacher;
    - b. a resignation is offered by the teacher; or

- c. the teacher fails to accept the position to which they have been recalled.
2. All unit members whose contracts are suspended as a result of a RIF shall be placed on a list stating their seniority, final holistic evaluation rating, and subject(s) certified/licensed to teach.
3. A unit member on the recall list shall be offered a contract for positions for which they are certified/licensed, as set forth on said RIF list, as positions become available and in keeping with the certification/licensure, contract status, and the seniority provisions of the RIF procedure. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the work in question.
4. A unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
5. When an opening occurs, the Superintendent or designee shall send an email and certified letter to the unit member(s) certified/licensed for the position at their last known email and residential address to advise them of such position. Bargaining unit members on recall status shall keep the Superintendent/designee informed of their current address, email address, name, and telephone number. Failure of the bargaining unit member to contact the Superintendent/designee to file acceptance in writing or email within seven (7) calendar days of the date of such mailing shall remove the bargaining unit member from recall status.
6. If a position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. Thereafter, voluntary transfers may be made to a position affected by the RIF after the position(s) has been offered to all properly certified/licensed unit members on the RIF list.
7. No unit members new to the District will be employed until all properly certified/licensed unit members on the list have been offered a contract for the position in accordance with the provisions of this Section.
8. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason of having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.

9. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF including but not limited to all rights related to salary, fringe benefits, and seniority shall be fully restored.

## **ARTICLE X SENIORITY**

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

## **ARTICLE XI EVALUATION**

- A. **Purpose**
  1. The purposes of teacher evaluation are:
  2. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
  3. To inform instruction.



4. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.
- B.** Teachers who spend at least fifty percent (50%) of their time providing student instruction shall be subject to this Section (H) of Article VI.
  - C.** Teachers who receive an overall final holistic rating of accomplished will be evaluated under Article XI at least once every three (3) years so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observation and evaluation and the evaluator determines that the teacher is making progress on that plan. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. Unless unforeseen and extenuating circumstances exist, the teacher and principal shall meet within fifteen (15) days to discuss the formal observation unless the teacher and evaluator mutually agree to reschedule.
  - D.** Teachers who receive an overall final holistic rating of skilled will be evaluated under Article XI at least once every two (2) years so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation and the evaluator determines that the teacher is making progress on that plan. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. Unless unforeseen and extenuating circumstances exist, the teacher and principal shall meet within fifteen (15) teacher contract days to discuss the formal observation unless the teacher and evaluator mutually agree to reschedule.
  - E.** Teachers who receive an overall final holistic rating of developing or ineffective or are skilled with below expected growth data will be evaluated the following year.
  - F.** If Ohio Revised Code changes the frequency of required evaluations, then the school year following the effective date of change, the district will convert to the minimum frequency in which evaluations are required.

The Board will not conduct an evaluation of a teacher who meets one of the following requirements:

1. Teachers who submit a notice of retirement that has been accepted by the Board by December 1.
2. Teachers who have been on approved leave for fifty percent (50%) or more of the workdays in a year.

## **G. Observations during an Evaluation Year**

### **1. Schedule of Observations**

A minimum of one Formal Holistic Observation of at least 30 minutes and one Formal Focused Observation of at least 30 minutes-Emphasis on Focus Area(s) shall be conducted with a minimum of one (1) observation to occur during the first semester and a minimum of another observation to occur during the second semester, unless unforeseen and extenuating circumstances exist or if the teacher and evaluator mutually agree to reschedule.

### **2. Observation Conference**

- (a) A notice will be sent by the Evaluator to the teacher at least two (2) days prior to the formal observation.
- (b) Unless unforeseen and extenuating circumstances exist a post-observation conference shall take place within fifteen (15) teacher contract days following the formal observation or longer if mutually agreed upon. The post-conference discussion between the evaluator and teacher should focus on identified area(s) of support. The evaluator and teacher collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan. Teachers may bring additional evidence for the evaluator to consider. At the post-observation conference, a focus area(s) should be determined and progress on focus area(s) should be discussed.

Teachers shall be given the opportunity to provide evidence for the standards. At the post-observation conference teachers shall be provided an initial overall rating for that observation and the completed rubric.

- (c) A teacher will be given the paperwork or it will be electronically transmitted, at least two (2) teacher contract days prior to the post-conference for each observation, unless unforeseen and extenuating circumstances exist. A teacher will have five (5) teacher contract days to provide additional evidence for the current observation after the electronic transmittal or after being given paperwork, whichever occurs first.

## **H. Walkthroughs**

The Evaluator shall conduct at least two (2) walkthroughs in each evaluation cycle but not more than four (4), but such limits of four (4) shall not apply if the teacher is on an improvement plan.

A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of focus.

## **I. Evaluators**

The person or evaluator who is responsible for assessing a teacher's performance shall be:

1. Principal, Assistant Principal, Special Education Coordinator, Director of Special Education.
2. In the event a teacher performs work under the supervision of more than a single evaluator, one evaluator shall be designated as the sole or only evaluator.
3. In the event of unforeseen and extenuating circumstances, the Superintendent may assign an additional or different evaluator employed by the Board to be responsible for assessing a teacher's performance.
4. The evaluator shall not be a bargaining unit member.
5. No later than September 30, each teacher shall be notified of the name and position of their evaluator.
6. The evaluator shall be licensed and credentialed before beginning an evaluation.

## **J. Schedule of Evaluation**

1. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one (1) evaluation consisting of at least three (3) formal observations must be conducted by May 1 of the year their contract expires.
2. The evaluation cycle shall be completed no later than May 1, and the teacher being evaluated shall receive a written report of the results of said evaluation cycle, through OhioES Portal including the determined final holistic rating of teacher effectiveness, no later than May 10<sup>th</sup>.

**K. Finalization of Evaluation**

The district shall only enter into OhioES Portal the minimum amount of information required by the state which shall include the teachers' Final Holistic Rating.

**L. Professional Growth Plans**

Will be completed annually for the following teachers:

1. Teachers who receive a final holistic rating of teacher effectiveness as "Accomplished" will submit professional growth plans to the evaluator that focuses on specific areas identified in the observations and evaluation including during years they are not evaluated.
2. Teachers receive a final holistic rating of teacher effectiveness as "Skilled" will jointly develop professional growth plans with the evaluator that focuses on specific areas identified in the observations and evaluation including during years they are not evaluated.
3. Teachers receive a final holistic rating of teacher effectiveness as "Developing" who have above expected growth will complete professional growth plans that are guided by the assigned credentialed evaluator including during years they are not evaluated. A meeting will be held by the last teacher contract day to discuss evidence from the professional growth plan and discuss the teacher's new growth plan for the following school year.

**M. Improvement Plans**

Teachers will be placed on an Improvement plan in the following circumstances:

1. receive a final holistic rating of ineffective
2. and/or other reasons as determined by the evaluator.

**N. Definition:**

A "day" shall be considered a contractual day during the school calendar, excluding days when school may be closed for a calamity.

**O. Challenges to Evaluation**

If an employee believes the evaluator has violated the procedure or that the evaluator's judgment or conclusion is arbitrary, discriminatory or capricious, the employee may file a written grievance in accordance with Article III of the grievance procedure of the parties' contract directly to the Superintendent within (10) ten days of their receipt of their final rating for that particular year.

Thereafter, a meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant a written disposition on the grievance. Within ten (10) days after receipt of the Superintendent's disposition, the Association may submit a request to the Superintendent advancing the grievance to binding arbitration. "Days for purposes of this paragraph mean calendar days.

**P. Staff Appraisal Instrument**

The state evaluation shall be used for all bargaining unit members for which a state evaluation is available. All other bargaining unit members will be evaluated per the evaluation instruments found on the Bexley Network.

**ARTICLE XII  
COMPENSATION**

**A. Salary and Index**

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

2024-2025	\$46,454
2025-2026	\$47,848
2026-2027	\$49,283

The salary schedules are attached as Appendix C and defined as follows:

Non-Degree – Staff members who do not hold a Bachelor's Degree.

B.A. – Staff members who hold Bachelor's Degree.

B.A. + 15 – Staff members who have completed 15 semester hours (23 quarter hours) after receiving a Bachelor's Degree and an initial State Certificate.

B.A. 150 – Staff members who hold a Bachelor's Degree and have completed 150 semester hours (225 quarter hours).

M.A. – Staff members who hold a Master's Degree.

M.A. + 15 – Staff members who hold a Master's Degree and have completed 15 graduate semester hours (23 quarter hours) after receiving the Master's Degree.

M.A. + 30 – Staff members who hold a Master's Degree and have completed 30 graduate semester hours (45 quarter hours) after receiving the Master's Degree.

M.A. + 45 – Staff members who hold a Master's Degree and have completed 45 graduate semester hours (69 quarter hours) after receiving the Master's Degree.

Ph.D – Staff members who hold a Doctor of Philosophy or Doctor of Education.

2. A unit member, new to the District, shall at a minimum receive service credit for each year of teaching service for at least their first five (5) years of full-time teaching service, thereafter, within the discretion of the Superintendent, up to a maximum of ten (10) years of teaching service with each year consisting of at least one hundred twenty (120) days in a given year under a unit member's contract.
3. A bargaining unit member may advance across the salary schedule by providing the Treasurer with proof of educational credit per subparagraph 1 above. If the bargaining unit member provides proof by August 15, then the pay change would be effective with that school year and the adjustment will be made with the first pay in September, and if proof is provided by January 15, then the pay change would be effective January 1 and the adjustment will be made with the first pay in February.

## **B. Payroll Practices**

1. Twenty-four (24) equal installments, September through August. Payment will be made on the fifth (5th) and twentieth (20th) of each month. However, first year teachers will be paid in twenty-five (25) installments over the August 20 through August 20 cycle. For new teachers who begin service in the month of August the employee portion of the August premium shall be deducted in its entirety from the August 20 pay.

2. Direct Deposit

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

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

- a. When a pay date falls on a Saturday, Sunday, holiday, or school or bank holiday, the salary checks shall be issued the last work day preceding the regular pay date.
- b. Pay for tutors, substitute teachers, overtime, summer school teachers, workshops, and other miscellaneous pay will be paid each pay date based on the cutoff date for submitting the information.
- c. Bargaining unit members will have all sick leave, and personal leave accruals posted on the first pay of the month. Days used will be posted to each pay as days are submitted.
- d. All payroll deductions shall be transmitted to the receiving agency or institution within one (1) day of pay day.

**C. National Board Certification**

Effective for the 2021-22 school year, teachers will no longer be eligible for the national board certification annual payment. However, all teachers who hold the national board certification as of the 2020-21 school year will continue to receive such benefit in the amount of \$500 annually as long as they maintain their certification. Additionally, a \$500 annual payment will be paid to teachers in addition to their current placement on the salary schedule who have or obtain a gifted and talented supplemental license or a teaching license with gifted and talented endorsement so long as the teacher maintains that licensure.

**D. Hourly Home Tutoring**

The home tutoring rate shall be \$32.37 effective August 1, 2024, \$33.34 effective August 1, 2025, and \$34.34 effective August 1, 2026.

**E. Summer School Salary and Workshop Attendance/Kindergarten Screening**

The salary paid to bargaining unit members, and only to bargaining unit members who are employed for summer school, shall be at the hourly rate of: (a) \$49.26 effective June 1, 2025, \$50.74 effective June 1, 2026, and \$52.26 effective June 1, 2027 for courses within the District's course of study and for other courses designated by the Superintendent. Whereas for other courses, the rate shall be \$31.23 effective June 1, 2025, \$32.17 effective June 1, 2026, and \$33.14 effective June 1, 2027.

Similarly, the hourly rate of compensation for bargaining unit members attending approved workshops or kindergarten screening(s) beyond the regular school day or contractual year shall be \$28.95 effective June 1, 2025, \$29.82 effective June 1, 2026, and \$30.71 effective June 1, 2027.

The hourly rates in this Section (E) shall be increased on June 1 in each subsequent year by the same percentage that the base salary increased at the beginning of that school year.

**F. Class Coverage**

If an administrator assigns a bargaining unit member in any building to cover another bargaining unit member's class during that unit member's planning time, the covering bargaining unit member shall be paid at a rate per hour or class period. That rate shall be \$28.75 effective July 1, 2024, \$29.61 effective July 1, 2025, and \$30.50 effective July 1, 2026. The principal will keep a record of times when each bargaining unit member has accepted such teaching responsibilities. Payment shall be made once a year, at the June 20 pay. Any bargaining unit member may have the right to refuse such request without recrimination.

**G. Extended Time**

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

**H. Mileage Reimbursement**

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

**I. Severance Pay**

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

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

- a. The amount to be paid to the bargaining unit member retiring shall be determined by multiplying the number of days credit by the daily rate of pay.
- b. The daily rate of pay shall be the bargaining unit member's salary at the time of retirement termination divided by the number of days in the contract year.



- c. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of sixty (60) days and one (1) day for every ten (10) days over 240 accumulated days. The mutual intent of this language is to include ten percent (10%) of the accumulated days over 240. Thus, if a retiring teacher has 268 accumulated days, the teacher would be entitled to 60 days of severance plus 2.8 days of severance for the days over 240.
- d. Beginning with the 2019-20 school year, provided the bargaining unit member gives notice of retirement by March 1 effective at the end of the school year, the bargaining unit member will also receive \$2,500.00 at the time the severance is paid out.

## 2. Termination Severance Pay

- a. Provided the bargaining unit member gives notice of resignation by March 1 effective at the end of the school year, upon leaving the Bexley School system after ten (10) years of service in the Bexley School system, bargaining unit members shall be paid remuneration for their unused sick leave according to the following provisions:
- b. The amount to be paid to the bargaining unit member terminating shall be determined by multiplying the number of days credit by the daily rate of pay.
- c. The daily rate of pay shall be the bargaining unit member's salary at the time of termination divided by the number of days in the contract year.
- d. The number of days of credit shall be one-fourth (1/4) of the number of accumulated days of unused sick leave to a maximum of twenty-six and one-quarter (26.25) days.

## 3. General Provisions

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

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

4. IRS 403 Accumulated Leave Plan

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

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

**J. Pickup of Retirement Contribution**

1. Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, and 81-36, the Board shall pick up each bargaining unit member's mandatory contributions to the State Teachers' Retirement System on Ohio (STRS), provided that no bargaining unit member's total salary is increased by such pickup nor is the Board's total contribution to STRS increased by so doing.
2. The dollar amount to be designated as "picked up" by the Board:
  - a. shall equal the then-current percentage amount of the bargaining unit member's mandatory STRS contribution;

- b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - c. shall be included in computing final average salary;
  - d. shall not be reported by the Board as subject to current federal and state income taxes;
  - e. shall be reported by the Board as subject to city income taxes.
3. Each bargaining unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax-deferred compensation plans.
4. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service rulings, this provision of the Agreement shall be declared null and void.

**K. Supplemental Salaries (SEE APPENDIX C)**

1. A standing committee shall be formed to review and amend supplemental contracts (Appendix C).
- a. The standing supplemental committee shall consist of no fewer than two (2) members and no more than three (3) members appointed by the Association President as well as no fewer than two (2) members and no more than three (3) members appointed by the Superintendent.
  - b. The standing supplemental committee shall meet as needed for the purpose of amending Appendix C as necessary. Any member of the committee may recommend amendments to Appendix C. This may include but is not limited to the amendment of positions and salaries.
  - c. All changes must be made by entering into a memorandum of understanding between the Association and the Board.
2. Supplemental salaries/stipends will be paid consistent with Appendix C provided the duties of the position have been completed in full. If the position has not been completed in full, then it will be paid on a prorated basis pursuant to the number of weeks completed for the term of the supplemental contract.

## **L. Benefits**

### **1. Qualification for Participating in Health and Dental Insurance**

Bargaining unit members who are contracted at less than twenty (20) hours per week may participate in group insurance (dental and health) at their expense. Bargaining unit members who are contracted for at least twenty (20) hours per week but for less than full-time shall have Board contribution to insurance benefits, inclusive of any HSA contributions, on a basis prorata to full-time. Bargaining unit members receiving full-time insurance benefits in January, 1991 shall continue to be treated as full-time for the duration of this Agreement for insurance fringe benefit purposes.

### **2. Dental Insurance**

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

### **3. Group Life Insurance**

Upon proper application, the Board shall pay one hundred percent (100%) of the monthly premium of a group life insurance policy for each bargaining unit member. Such policy shall provide for an equal amount of accidental death and dismemberment coverage. The face value of the policy will be equal to the regular salary a bargaining unit member earns rounded to the nearest thousand. No bargaining unit member will have less than a \$20,000 face value insurance policy. The policy will also provide a conversion clause to allow the individual at the time their employment ends with the Board to convert their coverage to an individual policy without requiring a physical examination.

### **4. Health Insurance**

- a. The Board provides a High Deductible Health Savings Account (HSA) insurance plan for eligible bargaining unit members. The deductible amounts shall be the minimum required by the IRS regulations for HSA plans.
- b. For teachers newly employed by the Board who begin service in the month of August the employee portion of the August premium shall be deducted in its entirety from the second payroll in August.

### **5. The Board will pay 90% of the premiums. If the premium increases 0-9% in a year, the Board will pay 90% of the increase.**

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

6. The Board will annually contribute to each participant's HSA account the following amounts:

January of each year (divided and paid monthly)

Single Contribution \$700 (\$58.33 per month)

Family Contribution \$1,400 (\$116.66 per month)

Until June 30, 2027, if the deductible amounts set by the IRS regulations for HSA plans increase by more than ten percent (10%) in any one year, then the Board shall contribute additional funds to the HSA accounts in the amount of 50% of any amount over the 10% increase.

Bargaining unit members who are contracted for at least twenty (20) hours per week but for less than full time, will receive Board contributions to insurance benefits (i.e., premium contributions) and HSA contributions on a basis pro rated to full-time.

An insurance-eligible bargaining unit member may be or become legally ineligible to participate in an HSA (through, for example, participation in Social Security benefits, Medicare benefits or Medicaid benefits, among other reasons). The unit member is responsible for promptly informing the District Treasurer, in writing, of their ineligibility. Any unit member who fails to provide written notification to the Treasurer shall be responsible for all penalties associated with continued contributions to the HSA. Any unit member who provides written notification will receive a reduction in the employee premium contributions up to the amount of what would have been contributed to the employee's HSA.

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

8. Liability Insurance

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

9. Insurance Committee

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

10. Beginning and End of Coverage Related to Employment Dates

- a. Teachers who retire and whose retirement begins at the end of a school year (so long as they are in paid status at least half of May) shall continue to be eligible for the Board's contribution to their Bexley health insurance enrollment through July 31 of the year of retirement.
- b. Teachers who retire at other times of the school year (prior to June 1 or without working at least half of May) shall be continued on the District's health insurance only through the end of the month in which their last paid day occurs.
- c. Health insurance coverage for new teachers shall begin on their first work day of the contract year.

11. **Background Checks and Certificate Fee**

The Board will pay the cost for state and federal background checks required by the Ohio Revised Code as to a unit member for renewal of licenses of bargaining unit members. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks. The Board will make a one-time payment of \$150 in the second pay of September 2024 to each bargaining unit member who maintains as of July 1, 2024 one or more additional license above the bargaining unit member's primary license as directed in Article VI, Section L. Additionally, bargaining unit members who hold licenses as a school psychologist, occupational therapist, or speech language pathologist from both the State Board of Education and from their professional licensing board are also eligible for the one-time payment of \$150.

**M. Payment for Educational Option Instructional Plans or Independent Study**

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

**N. LPDC Stipends**

The LPDC members shall be paid as follows:

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

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

**O. High School and Middle School Stipend**

A high school teacher and/or middle school teacher who is assigned to teach a sixth (6th) period of students for one semester or more shall be paid an additional \$4,000 per semester.

**P. Nonresident Student Tuition**

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

**Q. Case Managers**

The Board will allow each case manager the equivalent of two (2) days each year to be taken in no less than one-half (1/2) day increments, to be relieved of regular duties for the purpose of constructing IEPs. The Board will provide a substitute for the case manager who will report to their school for these days.

**ARTICLE XIII  
EMPLOYMENT OF PREVIOUSLY RETIRED TEACHERS**

- A.** The Board may fill any certified vacancy with a previously retired certificated/licensed applicant (PRT) subject to the conditions provided below.
- B.** PRTs shall be awarded one to three-year contracts of employment that shall automatically expire at the end of the school year indicated on the contract without requirement for any performance evaluation and without any notice of non-renewal.
- C.** PRTs may be re-employed from year to year or for multiple years with Board approval, but shall not be eligible for continuing contract status. If rehired for the following year(s), the PRT shall move to the next longevity step on the salary schedule column, subject to (G) below.
- D.** For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall. The Board will not employ a PRT for a position for which a teacher with recall rights has proper licensure.
- E.** PRTs are eligible for sick leave accumulation. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- F.** PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, but will be eligible for severance pay upon separation from employment for unused sick leave at the rate of ten percent (10%).
- G.** Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H.** For purposes of salary schedule placement, a previously retired teacher may be granted up to ten (10) years' service credit upon initial reemployment, but the Board may elect to place a PRT on a higher years' service credit if it is to the advantage of the Board to attract such individual to the District. If rehired for the following year, the teacher shall move to the next longevity step on the salary schedule column. PRTs will be credited with all earned training and degrees for column placement purposes.



- I. Rehired retirees shall not be entitled to participate in the District's group insurance plans. However, to the extent that rehired retirees are not eligible for primary coverage under a STRS health benefits plan, they will be eligible to enroll in the District's health benefits plan on the same terms as other bargaining unit members.
- J. Tuition reimbursement will not be provided to PRTs.
- K. PRTs will be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by the specific provisions of this Article.

**ARTICLE XIV  
EFFECTS OF AGREEMENT**

- A. This Agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This Agreement may be added to, deleted from, or otherwise changed by an agreement properly signed by each party.
- B. The Bexley Board of Education shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Agreement. Should there be a conflict between this Agreement and any such policy or practice(s) then the terms of this Agreement shall prevail.
- C. The printing and distribution of the Collective Bargaining Agreement shall be done by the Bexley Education Association. The Board shall equally share the cost of such printing. The President of the BEA shall be provided with twenty-five (25) copies of the booklet. A copy of the Collective Bargaining Agreement shall also be furnished to all new bargaining unit members upon employment by the Board of Education at the Board's expense.
- D. Except as otherwise specifically provided, this Collective Bargaining Agreement shall be effective from July 1, 2024 through June 30, 2027.
- E. The parties acknowledge that during the negotiations, which resulted in this Collective Bargaining Agreement, each had the opportunity to make proposals, and the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Collective Bargaining Agreement. Therefore, for the life of this Collective Bargaining Agreement, the Board and the Association each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter covered in this Collective Bargaining Agreement.

- F.** The Board may make decisions within the scope of its management rights without prior negotiations with, or agreement of, the Association. However, the Board is required to give notice and the opportunity to bargain about the impact of management decisions on the wages, hours, terms and conditions of employment of employees in the unit.

IN WITNESS WHEREOF, we affix our signatures on this 19<sup>th</sup> day of September, 2024.

**BEXLEY EDUCATION ASSOCIATION**

[Signature] 8/26/24  
President Date

[Signature] 8/27/24  
Negotiating Team Member Date

[Signature] 8/28/24  
Negotiating Team Member Date

[Signature] 9/17/2024  
Negotiating Team Member Date

[Signature] 9/16/2024  
OEA Labor Relations Consultant Date

**BEXLEY CITY SCHOOL DISTRICT BOARD OF EDUCATION**

[Signature] 9/19/2024  
President Date

[Signature] 9/19/24  
Superintendent/designee Date

[Signature] 8/23/2024  
Treasurer Date

\*Ratified by the Bexley Education Association on 4/9/24 and approved by the Board of Education on 4/10/24.

**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

Building: \_\_\_\_\_

A. Date of Occurrence: \_\_\_\_\_

B. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

C. Article and Section alleged to be violated: \_\_\_\_\_

\_\_\_\_\_

D. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Date

STEP ONE  
(Immediate Supervisor)

Principal \_\_\_\_\_

Date Filed \_\_\_\_\_

Disposition of Supervisor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STEP TWO  
(Superintendent)

Superintendent \_\_\_\_\_

Date Filed \_\_\_\_\_

Disposition of Superintendent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

STEP THREE

The Bexley Education Association and the grievant appeal the grievance to Grievance Mediation with the Federal Mediation and Conciliation Service.

STEP FOUR  
(Request for Arbitration)

The Bexley Education Association requests arbitration of this grievance.

\_\_\_\_\_  
Association Representative

\_\_\_\_\_  
Date

Association request for arbitration received by the Superintendent's office on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Superintendent/Designee

**APPENDIX B**

**BEXLEY CITY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE**

2024/25 - 3.75% - Base = \$ 46,454

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary	0	53,631	53,631	53,631	54,583	55,745	58,068	60,390	62,713
index		1.1545	1.1545	1.1545	1.1750	1.2000	1.2500	1.3000	1.3500
salary	1	54,096	54,142	54,690	57,013	59,336	61,658	63,981	66,304
index		1.1645	1.1655	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
salary	2	54,560	55,954	58,277	60,599	62,922	65,245	67,567	69,890
index		1.1745	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
salary	3	57,222	59,545	61,867	64,190	66,513	68,836	71,158	73,481
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
salary	4	60,348	62,671	64,994	67,316	69,639	71,962	74,285	76,607
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
salary	5	63,753	66,076	68,399	70,722	73,044	75,367	77,690	80,012
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
salary	6	66,894	69,216	71,539	73,862	76,185	78,507	80,830	83,153
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
salary	7	70,192	72,515	74,837	77,160	79,483	81,805	84,128	86,451
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
salary	8	73,397	75,720	78,043	80,365	82,688	85,011	87,334	89,656
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
salary	9	76,649	78,972	81,295	83,617	85,940	88,263	90,585	92,908
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
salary	10	80,365	82,688	85,011	87,334	89,656	91,979	94,302	96,624
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
salary	11	85,011	87,334	89,656	91,979	94,302	96,624	98,947	101,270
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
salary	12	85,940	88,263	90,585	92,908	95,231	97,553	99,876	102,199
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
salary	13	87,334	89,656	91,979	94,302	96,624	98,947	101,270	103,592
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
salary	14	88,263	90,585	92,908	95,231	97,553	99,876	102,199	104,522
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
salary	15	91,979	94,302	96,624	99,412	101,734	104,057	106,380	108,702
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
salary	16	92,443	94,766	97,089	99,876	102,199	104,522	106,844	109,167
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
salary	17	92,908	95,231	97,553	100,341	102,663	104,986	107,309	109,631
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
salary	18	94,766	97,089	99,412	104,986	107,309	109,631	111,954	114,277
index		2.0400	2.0900	2.1400	2.2600	2.3100	2.3600	2.4100	2.4600
salary	20	95,695	98,018	100,341	106,974	109,320	111,666	114,012	116,358
index		2.0600	2.1100	2.1600	2.3028	2.3533	2.4038	2.4543	2.5048
salary	21	97,089	99,412	101,734	108,382	110,728	113,074	115,420	117,766
index		2.0900	2.1400	2.1900	2.3331	2.3836	2.4341	2.4846	2.5351
salary	24	98,482	100,805	103,128	109,789	112,135	114,481	116,827	119,173
index		2.1200	2.1700	2.2200	2.3634	2.4139	2.4644	2.5149	2.5654
salary	27	100,341	103,128	105,451	112,604	114,950	117,296	119,642	121,988
index		2.1600	2.2200	2.2700	2.4240	2.4745	2.5250	2.5755	2.6260
salary	29	103,128	105,915	108,238	115,229	117,766	120,111	122,457	124,803
index		2.2200	2.2800	2.3300	2.4805	2.5351	2.5856	2.6361	2.6866
salary	31	103,628	106,415	108,738	115,729	118,266	120,611	122,957	125,303
No Index		Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500

**BEXLEY CITY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE**

2025/26 - 3.00% - Base = \$ 47,848

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary	0	55,241	55,241	55,241	56,221	57,418	59,810	62,202	64,595
index		1.1545	1.1545	1.1545	1.1750	1.2000	1.2500	1.3000	1.3500
salary	1	55,719	55,767	56,331	58,724	61,116	63,509	65,901	68,293
index		1.1645	1.1655	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
salary	2	56,197	57,633	60,025	62,418	64,810	67,203	69,595	71,987
index		1.1745	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
salary	3	58,939	61,332	63,724	66,116	68,509	70,901	73,294	75,686
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
salary	4	62,159	64,552	66,944	69,337	71,729	74,121	76,514	78,906
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
salary	5	65,667	68,059	70,451	72,844	75,236	77,629	80,021	82,413
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
salary	6	68,901	71,294	73,686	76,078	78,471	80,863	83,256	85,648
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
salary	7	72,298	74,691	77,083	79,476	81,868	84,260	86,653	89,045
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
salary	8	75,600	77,992	80,385	82,777	85,169	87,562	89,954	92,347
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
salary	9	78,949	81,342	83,734	86,126	88,519	90,911	93,304	95,696
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
salary	10	82,777	85,169	87,562	89,954	92,347	94,739	97,131	99,524
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
salary	11	87,562	89,954	92,347	94,739	97,131	99,524	101,916	104,309
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
salary	12	88,519	90,911	93,304	95,696	98,088	100,481	102,873	105,266
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
salary	13	89,954	92,347	94,739	97,131	99,524	101,916	104,309	106,701
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
salary	14	90,911	93,304	95,696	98,088	100,481	102,873	105,266	107,658
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
salary	15	94,739	97,131	99,524	102,395	104,787	107,180	109,572	111,964
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
salary	16	95,218	97,610	100,002	102,873	105,266	107,658	110,050	112,443
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
salary	17	95,696	98,088	100,481	103,352	105,744	108,136	110,529	112,921
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
salary	18	97,610	100,002	102,395	108,136	110,529	112,921	115,314	117,706
index		2.0400	2.0900	2.1400	2.2600	2.3100	2.3600	2.4100	2.4600
salary	20	98,567	100,959	103,352	110,184	112,601	115,017	117,433	119,850
index		2.0600	2.1100	2.1600	2.3028	2.3533	2.4038	2.4543	2.5048
salary	21	100,002	102,395	104,787	111,634	114,050	116,467	118,883	121,299
index		2.0900	2.1400	2.1900	2.3331	2.3836	2.4341	2.4846	2.5351
salary	24	101,438	103,830	106,223	113,084	115,500	117,917	120,333	122,749
index		2.1200	2.1700	2.2200	2.3634	2.4139	2.4644	2.5149	2.5654
salary	27	103,352	106,223	108,615	115,984	118,400	120,816	123,233	125,649
index		2.1600	2.2200	2.2700	2.4240	2.4745	2.5250	2.5755	2.6260
salary	29	106,223	109,093	111,486	118,687	121,299	123,716	126,132	128,548
index		2.2200	2.2800	2.3300	2.4805	2.5351	2.5856	2.6361	2.6866
salary	31	106,723	109,593	111,986	119,187	121,799	124,216	126,632	129,048
No Index		Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500



**BEXLEY CITY SCHOOL DISTRICT  
TEACHER SALARY SCHEDULE  
2026/27 - 3.00% - Base = \$ 49,283**

	YEAR	BA	BA15	BA-150	MA	MA+15	MA+30	MA+45	PHD
salary	0	56,897	56,897	56,897	57,908	59,140	61,604	64,068	66,532
index		1.1545	1.1545	1.1545	1.1750	1.2000	1.2500	1.3000	1.3500
salary	1	57,390	57,439	58,021	60,485	62,949	65,413	67,877	70,342
index		1.1645	1.1655	1.1773	1.2273	1.2773	1.3273	1.3773	1.4273
salary	2	57,883	59,361	61,826	64,290	66,754	69,218	71,682	74,146
index		1.1745	1.2045	1.2545	1.3045	1.3545	1.4045	1.4545	1.5045
salary	3	60,707	63,171	65,635	68,099	70,563	73,028	75,492	77,956
index		1.2318	1.2818	1.3318	1.3818	1.4318	1.4818	1.5318	1.5818
salary	4	64,024	66,488	68,952	71,416	73,880	76,344	78,808	81,273
index		1.2991	1.3491	1.3991	1.4491	1.4991	1.5491	1.5991	1.6491
salary	5	67,636	70,100	72,564	75,028	77,493	79,957	82,421	84,885
index		1.3724	1.4224	1.4724	1.5224	1.5724	1.6224	1.6724	1.7224
salary	6	70,968	73,432	75,896	78,360	80,824	83,288	85,752	88,217
index		1.44	1.49	1.54	1.59	1.64	1.69	1.74	1.79
salary	7	74,467	76,931	79,395	81,859	84,323	86,787	89,252	91,716
index		1.511	1.561	1.611	1.661	1.711	1.761	1.811	1.861
salary	8	77,867	80,331	82,795	85,260	87,724	90,188	92,652	95,116
index		1.5800	1.6300	1.6800	1.7300	1.7800	1.8300	1.8800	1.9300
salary	9	81,317	83,781	86,245	88,709	91,174	93,638	96,102	98,566
index		1.6500	1.7000	1.7500	1.8000	1.8500	1.9000	1.9500	2.0000
salary	10	85,260	87,724	90,188	92,652	95,116	97,580	100,044	102,509
index		1.7300	1.7800	1.8300	1.8800	1.9300	1.9800	2.0300	2.0800
salary	11	90,188	92,652	95,116	97,580	100,044	102,509	104,973	107,437
index		1.8300	1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800
salary	12	91,174	93,638	96,102	98,566	101,030	103,494	105,958	108,423
index		1.8500	1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000
salary	13	92,652	95,116	97,580	100,044	102,509	104,973	107,437	109,901
index		1.8800	1.9300	1.9800	2.0300	2.0800	2.1300	2.1800	2.2300
salary	14	93,638	96,102	98,566	101,030	103,494	105,958	108,423	110,887
index		1.9000	1.9500	2.0000	2.0500	2.1000	2.1500	2.2000	2.2500
salary	15	97,580	100,044	102,509	105,466	107,930	110,394	112,858	115,322
index		1.9800	2.0300	2.0800	2.1400	2.1900	2.2400	2.2900	2.3400
salary	16	98,073	100,537	103,001	105,958	108,423	110,887	113,351	115,815
index		1.9900	2.0400	2.0900	2.1500	2.2000	2.2500	2.3000	2.3500
salary	17	98,566	101,030	103,494	106,451	108,915	111,380	113,844	116,308
index		2.0000	2.0500	2.1000	2.1600	2.2100	2.2600	2.3100	2.3600
salary	18	100,537	103,001	105,466	111,380	113,844	116,308	118,772	121,236
index		2.0400	2.0900	2.1400	2.2600	2.3100	2.3600	2.4100	2.4600
salary	20	101,523	103,987	106,451	113,489	115,978	118,466	120,955	123,444
index		2.0600	2.1100	2.1600	2.3028	2.3533	2.4038	2.4543	2.5048
salary	21	103,001	105,466	107,930	114,982	117,471	119,960	122,449	124,937
index		2.0900	2.1400	2.1900	2.3331	2.3836	2.4341	2.4846	2.5351
salary	24	104,480	106,944	109,408	116,475	118,964	121,453	123,942	126,431
index		2.1200	2.1700	2.2200	2.3634	2.4139	2.4644	2.5149	2.5654
salary	27	106,451	109,408	111,872	119,462	121,951	124,440	126,928	129,417
index		2.1600	2.2200	2.2700	2.4240	2.4745	2.5250	2.5755	2.6260
salary	29	109,408	112,365	114,829	122,246	124,937	127,426	129,915	132,404
index		2.2200	2.2800	2.3300	2.4805	2.5351	2.5856	2.6361	2.6866
salary	31	109,908	112,865	115,329	122,746	125,437	127,926	130,415	132,904
No Index		Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500	Step 29 +\$500



## APPENDIX C

K. 3(a)

### Supplemental Salaries Academic Supplemental Schedule

		7/1/2024	7/1/2025	7/1/2026	ELEMENTARY	MIDDLE SCHOOL	HIGH SCHOOL
<b>Class I</b>	Start	4,556	4,692	4,833			Newspaper Yearbook Marching Band Head Director Choral
	4th Yr.	5,467	5,631	5,800			
	7th Yr.	6,378	6,569	6,766			
	10th Yr.	6,833	7,038	7,250			
<b>Class II</b>	Start	3,189	3,285	3,383		Yearbook	In - the - Know Student Council
	4th Yr.	4,100	4,223	4,350			
	7th Yr.	5,011	5,162	5,316			
	10th Yr.	5,467	5,631	5,800			
<b>Class III</b>	Start	2,278	2,346	2,417		Newspaper  Choral (.5 FTE) 6th Grade Choral (.5 FTE) 7th & 8th Grade Jazz Band Theatre Production 4 @ 0.5 FTE	Robotics Team Marching Band Assistant Director Orchestra H.S. Theater Production Support Jazz Band
	4th Yr.	3,189	3,285	3,383			
	7th Yr.	4,100	4,223	4,350			
	10th Yr.	4,556	4,692	4,833			
<b>Class IV</b>	Start	1,367	1,408	1,450	Safety Patrol Student Council News Show Coordinator Elem Theatre Production Support - Total 2 FTE	Student Council	Environmental Club Concert Band Head Director
	4th Yr.	2,278	2,346	2,417			
	7th Yr.	3,644	3,754	3,866			
	10th Yr.	4,100	4,223	4,350			
<b>Class V</b>	Start	456	469	483	Choral	Robotics Club In - the - Know Math Counts Art Club	Lampighter Advisor Art Club / Key Club Graduation Advisor (fmr 12th grade adv) Prom Advisor (fmr 11th grade adv) Concert Band Assistant Director National Honor Society
	4th Yr.	911	938	967			
	7th Yr.	1,367	1,408	1,450			
<b>Class VI</b>	Start	456	469	483			Club Advisor with Board approval
	4th Yr.	547	563	580			
	7th Yr.	592	610	628			

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