



07/05/2024
2996-01
24-MED-03-0273
44400

AGREEMENT

Between the

BELLBROOK-SUGARCREEK BOARD OF EDUCATION

and the

SUGARCREEK EDUCATION ASSOCIATION
(S.E.A.)
OEA/NEA

Effective

June 1, 2024

through

May 31, 2027

Contents

ARTICLE I	1
1.00 RECOGNITION	1
1.01 Excluded From Recognition	1
1.02 Recognition Clause	1
ARTICLE II	2
2.00 NEGOTIATION PROCEDURE	2
2.01 Scope of Negotiations	2
2.02 Timetable for Negotiations	2
2.03 Negotiation Sessions	2
2.04 Right to Strike	2
ARTICLE III	2
3.00 GRIEVANCE PROCEDURE	2
3.01 Definitions	2
3.02 Time Limits	2
3.03 Representation	3
3.04 General Provisions	3
3.05 Grievance Procedure	3
ARTICLE IV	5
4.00 BOARD RIGHTS	5
4.01 Recognition of Board Rights	5
4.02 Board Functions	5
ARTICLE V	6
5.00 ASSOCIATION RIGHTS	6
5.06 Association Days	7
5.07 Payroll Deductions	7
5.08 Advisory Committee	8
Article VI	9
6.00 COMPENSATION AND REIMBURSEMENT	9
6.01 Longevity	9
6.02 Salary Schedule - See Addendum L	9
6.03 Supplemental Duty Schedule	10
6.04 Severance Pay	14
6.05 Mileage Reimbursement	15

6.06	Payroll Procedures	15
6.07	Attendance at Professional Meetings.....	16
6.08	Tuition Reimbursement	16
6.09	Pay for Internal Substitution.....	17
6.10	Attendance Incentive Reimbursement	17
6.11	Tuition/Free Attendance.....	17
6.12	Step Advancement	17
6.13	Home Tutoring.....	17
6.14	LPDC	18
6.15	Re-employment of Retired Teachers	18
ARTICLE VII.....		18
7.00	INSURANCE.....	18
7.01	Life Insurance	18
7.02	Hospitalization, Surgical and Major Medical	19
7.03	Type of Plan.....	19
7.04	For any employee enrolled in an HDHP/Health Savings Account (HSA):	19
7.05	The Butler Insurance Committee requires three representatives – the certified representative shall be selected by the Association President.	19
7.06	Vision and Dental Insurance	20
7.07	Disability Leave Provisions	20
7.08	Coordination of Benefits.....	20
7.09	Section 125	20
ARTICLE VIII.....		21
8.00	LEAVES.....	21
8.01	Sick Leave	21
8.02	Personal Leave.....	23
8.03	All Unpaid Leaves of Absence	23
8.04	Unpaid Maternity/Paternity Leave.....	24
8.05	Unpaid Sabbatical Leave	25
8.06	Assault Leave.....	26
8.07	Jury and Witness Duty Leave	26
8.08	Family Medical Leave	26
8.09	Adoption Leave	26
ARTICLE IX		27
9.00	INDIVIDUAL RIGHTS.....	27

9.01	Regular Teaching Contracts	27
9.02	Supplemental Contracts	28
9.03	Non-renewal and Terminal	28
9.04	Personnel Record File	29
9.05	Vacancies, Transfers and Reassignments	30
9.06	Complaints Against Teachers	31
9.07	Parent Conferences	32
ARTICLE X		33
10.00	WORK YEAR AND WORK DAY	33
10.01	Teacher Year	33
10.02	Calamity Days	33
10.03	Work Days	33
10.04	Meetings	33
10.05	School Calendar	34
10.06	Uninterrupted Lunch	34
10.07	Report Cards	34
ARTICLE XI		34
11.00	WORKING CONDITIONS	34
11.01	Class Size	34
11.02	Evaluations	34
11.03	Inclusion	36
11.04	Occupational Health and Safety	36
11.05	Blood-borne Pathogens	36
11.06	Sexual Harassment Procedure	36
11.07	Bullying and Harassment	37
11.08	Online Compliance Training	37
ARTICLE XII		38
12.00	REDUCTION IN FORCE	38
12.01	Reasons for Reduction in Force	38
12.02	Procedure	38
12.03	Seniority Defined	39
12.04	Bumping Rights	40
12.05	Recall Rights	40
12.06	Exclusion	41
12.07	Group Insurance Option	41

ARTICLE XIII.....	41
13.00 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	41
13.01 Resident Educator Program	42
ARTICLE XIV	43
14.00 SHARED STAFFING	43
ARTICLE XV.....	43
15.00 EFFECTS OF CONTRACT	43
15.01 Provision Contrary to Law.....	43
15.02 Amendments	43
15.03 Copies of Agreement	44
15.04 Non-Discrimination	44
15.05 Academic Distress Commission	44
ARTICLE XVI	45
16.00 DURATION OF AGREEMENT.....	45
APPENDIX A - Grievance Report	46
APPENDIX B - Tuition Reimbursement Form.....	47
APPENDIX C- Application for Approval of Hours Not in Current Teaching Field	47
APPENDIX D – Bellbrook Sugarcreek Sick Leave Fund Donation.....	49
APPENDIX E -Application for Use of Sick Leave Fund.....	49
APPENDIX F – Summary of Family Medical Leave Act.....	51
APPENDIX G – Sugarcreek Education Association, et al vs. Sugarcreek Board of Education	52
APPENDIX H – COBRA Rights	55
APPENDIX G -Salary Schedules.....	56

ARTICLE I

1.00 RECOGNITION

1.01 Excluded From Recognition

The Sugarcreek Education Association, affiliated with the Ohio Education Association and the National Education Association, is hereby recognized as the sole and exclusive bargaining agent for the full-time and regular part-time certified teachers. The following are excluded from recognition hereunder:

- A. Central Office Administrators
- B. Building Administrators, including Principals and Assistant Principals
- C. Managerial and confidential teachers
- D. Supervisors
- E. Substitute teachers, non-teaching personnel who hold supplemental or coaching contracts, volunteers who are qualified to teach but do so without compensation.

1.02 Recognition Clause

Teachers as used herein shall mean those certified teachers who are:

- A. Classroom teachers
- B. Department Coordinators and Chairpersons
- C. Counselors
- D. Librarians/Certified Media Specialist
- E. Art, music, physical education, and special education teachers
- F. School Nurse
- G. Alternate Education
- H. Tech Integration Trainer

ARTICLE II

2.00 NEGOTIATION PROCEDURE

2.01 Scope of Negotiations

All matters pertaining to wages, hours, terms and other conditions of employment.

2.02 Timetable for Negotiations

If either the Board or the Association desires to commence bargaining, they shall provide notice as provided in Article XVI, DURATION. Notification in writing from the Association shall be directed to the Superintendent and the Board shall be directed to the President of the Association.

2.03 Negotiation Sessions

Negotiations shall proceed according to O.R.C. Chapter 4117 excluding “fact finding”.

2.04 Right to Strike

Nothing contained herein shall restrict the rights of the Association as set forth in Section 4117.14(D)(2), O.R.C., provided the Association has given the Board and SERB a prior written ten (10) day written notice of its intent to strike on or after the expiration date of this Agreement. Such notice shall contain the day and time that the action will commence, provided, however, the parties may extend such date and time by written agreement.

ARTICLE III

3.00 GRIEVANCE PROCEDURE

3.01 Definitions

“Grievance” – a claim by a teacher or the Association that there has been a violation, misrepresentation, or misapplication of the negotiated agreement.

“Grievant” or “Aggrieved” – the terms shall include all personnel in the unit represented by the Association, any group of members acting as a class, or the Association acting on behalf of itself or for any member or group of members.

“Days” shall mean working days called for in the official Board adopted calendar except that week days (exclusive of holidays) shall be used during the summer vacation period only.

“Bargaining Unit” shall mean the unit of representation which is defined in Article I.

3.02 Time Limits

3.021 The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by a written agreement of the parties of interest.

3.022 If a teacher does not start the informal grievance procedure in writing, within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

- 3.023 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- 3.024 Failure at any step of this procedure to communicate the disposition of a grievance within the time limits provided shall grant the grievant the right to proceed to the next step.
- 3.025 All notices of hearings and dispositions of grievances shall be by personal service or by certified mail, return receipt requested, with the date of mailing, and a postmark and date of receipt recorded thereon. If any of the within are transmitted by personal service, the receiver of said document shall record the date received thereon and initial same with an emailed copied to grievant(s) and Association President.

3.03 Representation

A grievant may appear on his/her own behalf or may be represented by the Association, or by counsel (except at the informal level), or by any other person of his/her choice, except that he/she may not be represented by an officer or employee of any teachers' organization other than the recognized Association.

3.04 General Provisions

- 3.041 The Association shall receive notice of the time each grievance meeting is to be held (except at the informal step). The Association and grievant shall be given a copy of any written disposition.
- 3.042 The fact that a teacher files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the Association or its officers be placed in jeopardy or be the subject for reprisal or discrimination for having followed this grievance procedure.
- 3.043 If a grievance appears to arise from the actions of authority higher than the Principal of a school and affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step II described below. Also, a grievance may be filed against a party from whom relief may be granted.
- 3.044 The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept confidential as is appropriate.

3.05 Grievance Procedure

A. Informal Procedure

If a teacher believes there is a basis for a grievance, he/she may first request a meeting in writing to discuss the matter with his/her Principal in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association representative.

If a teacher does not start the informal grievance procedure in writing within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

Grievances may be adjusted informally provided the adjustment is not inconsistent with the contract, and the Association representative has been given the opportunity to be present at the meeting and to state the Association views on the grievance. The teacher or representative shall clearly state that this discussion is the informal step of the grievance procedure.

B. Step 1

If the informal grievance is not resolved within ten (10) days of such informal meeting, or if the teacher has elected not to use the informal procedure, he/she may present his/her formal claim by submitting a completed Grievance Report Form, Step 1, which form is set forth in Appendix A. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provision of policies and/or rules allegedly violated, and the relief sought shall be submitted by the teacher to the Association representative, the Superintendent, and the Principal. Within five (5) days of receipt of the Grievance Report Form, the Principal shall meet with the teacher and/or his/her Association representative in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing Step 1 of the Grievance Report Form and returning it to the teacher and representative. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

C. Step 2

If the teacher is not satisfied with the disposition of the grievance in Step 1, or if no disposition has been made within the above time limits, the grievant and/or the Association shall complete the Grievance Report Form, Step 2, and submit the grievance to the Superintendent, and within ten (10) days of receipt, the Superintendent and/or his designated representative shall meet at a mutually convenient time with the grievant and/or his/her Association representative. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his portion of Step 2 and forwarding it to the teacher. The Association and the Principal shall be notified in writing of said disposition.

If the Grievance Report Form is not forwarded by either the grievant or the Association to the Superintendent within ten (10) days after the receipt of the disposition in Step 1, the grievance shall be considered waived and further action barred.

D. Step 3

If the aggrieved, with concurrence of the bargaining agent, is not satisfied with the disposition of the grievance at Step 2, the Association may within ten (10) days, file the grievance to the American Arbitration Association or the Federal Mediation and Conciliation Service (FMCS), whose rules and regulations shall likewise govern the proceedings. Failure to timely submit the grievance to arbitration shall bar arbitration.

The Association shall submit the grievance to arbitration by means of requesting, an arbitration panel from the American Arbitration Association (AAA) or the Federal

Mediation and Conciliation Services (FMCS), from which the parties may, using the voluntary rules of AAA or FMCS, select an arbitrator from any list(s) provided by AAA or FMCS. The AAA or FMCS shall not have the authority to independently designate an arbitrator, but shall furnish the parties additional lists until an arbitrator can be selected. Each party shall strike those names unacceptable to them and return the list to the AAA or FMCS. Any arbitrator appearing on the list of acceptable arbitrators from both parties shall be designated as the assigned arbitrator.

The arbitrator may not add to, alter, or delete from the terms of Board Policy or terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where the procedural arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling by the arbitrator on the merits of the issue. The cost for the services of the arbitrator will be borne equally by the Board and the Association.

In the event the arbitrator conducts a hearing during a grievant's regular work hours, the grievant and any district employee witnesses will be permitted release time.

- E. The time limits at any step may be extended by mutual agreement of the parties involved in that particular step. Such extension shall be in writing.

ARTICLE IV

4.00 BOARD RIGHTS

MANAGEMENT RIGHTS CLAUSE

4.01 Recognition of Board Rights

The Association recognizes the right of the Board and the Superintendent of Schools to operate and manage the affairs of the Bellbrook-Sugarcreek School District in Greene County, Ohio, in accordance with its responsibilities under law. The Board and the Superintendent shall have all powers, rights, authority, duties and responsibilities conferred upon them and invested in them by the laws and Constitution of the State of Ohio.

4.02 Board Functions

The Board possesses the sole right and responsibility to operate the school system and all management rights repose in it, subject to the express provisions of this Agreement and Chapter 4117.08 O.R.C. These rights include, but are not limited to, the following:

- 4.021 The right to determine location of the schools, other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.
- 4.022 The determination of the financial policies of the School District, including the general accounting procedures, inventory of supplies and equipment procedures and public relations.

- 4.023 The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of teachers for promotion to supervisory, management or administrative positions.
- 4.024 The maintenance of discipline and control of use of the school system property and facilities.
- 4.025 The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.
- 4.026 The right to enforce the rules and regulations now in effect and to establish, revise, and delete rules and regulations from time to time not in conflict with this Agreement and with Chapter 4117 and 3319 O.R.C.
- 4.027 The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline, or transfer teachers now given by statute, and not in conflict with this Agreement and Chapter 4117 and 3319 O.R.C.
- 4.028 The determination of the layout and the equipment to be used and the right to plan, direct and control school activities. The determination of the processes, techniques, methods and means of school operations.
- 4.029 The right to establish hours of employment, to schedule classes and assign workloads consistent with this Agreement, and to select textbooks, teaching aids, and materials.
- 4.030 The right to make assignments for all programs of an extracurricular nature, consistent with this Agreement.
- 4.031 The right to contract or subcontract for goods or services that are deemed desirable by the Board or the Superintendent of Schools.
- 4.032 The right to take whatever action is necessary to carry out the functions of the Board in situations of emergency.

ARTICLE V

5.00 ASSOCIATION RIGHTS

- 5.01 Representatives of the Association may make announcements during the school faculty meetings and shall have the right to reasonable use of school in-district mail, including teacher mailboxes.
- 5.02 The Association building representative will have permission to use individual school equipment, copiers, computers, and all types of audio-visual equipment when such equipment is not otherwise in use. Association use of school buildings will be permitted provided that:
 - A. Request is made and use arranged for in advance.
 - B. Supplies in connection with such equipment used will be furnished or paid for by the Association.
- 5.03 The building representative of the Association in each individual school will have the use of a bulletin board designated for Association business.

- 5.04 Changes or amendments to the Board Policy Manual shall be posted on the school website. Changes or amendments shall be reflected in the Board minutes, which are also posted online.
- 5.05 The Association President shall have available, prior to each Board meeting, a copy of the meeting agenda, Superintendent's recommendations, and summary financial report.

Each Board meeting agenda shall be posted on the district webpage no later than the day of the meeting except if such meeting is an emergency session as prescribed for in Section 121.22 O.R.C.

With **48-hour notice** to the Superintendent, the Association President or designee may contact the Board of Education directly via email to all Board members. Each Board meeting agenda shall include time for the Association President or designee to speak. The speaker must inform the Superintendent of the topic to be discussed at least 24 hours in advance.

5.06 Association Days

- A. The Board shall grant up to a maximum of six (6) total days of absence without loss of pay per school year to bargaining unit members elected to represent the Association N.E.A., O.E.A., or W.O.E.A. meetings, conferences, or conventions. The six (6) total days shall be the maximum total days available for such programs. Such leave may not be used for meetings, conferences, or conventions of any other teacher organization. To be valid, a request for use of this leave must be submitted by the President of the Association to the Superintendent or his/her designee ten (10) work days in advance if possible. These days can be taken in whole, half or quarter day increments.
- B. All meeting expenses will be paid by the Association. The Board will pay for the cost of the substitute for the first three (3) days, and the Association will pay the cost of the substitute for the last three (3) days.

5.07 Payroll Deductions

Association membership is annual and continuous with the membership year being September 1 through August 31. Dues for the United Teaching Profession (SEA, WOE, OEA, and NEA) shall be withheld for those individuals authorizing such dues deducted from twenty (20) consecutive pay periods, beginning with the second pay check of October of any school year. Signed authorization for those dues deductions from each new member must be presented to the Treasurer of the District two (2) weeks prior to the first scheduled deduction. It will be the responsibility of the Association to inform the Treasurer of changes in dues from year to year.

Any new member signing after the second week in October, the Treasurer of the District will commence deductions beginning within two (2) weeks after receiving the Association's authorization for pro-rated dues deductions. If a member or fee payer leaves the employment of the Board during the school term, the school Treasurer will deduct the remaining dues from the teacher's last payroll check. Any concerns by members regarding dues deductions shall be directed first to the Association.

Membership shall remain in effect annually and continuously while the member is in the employ of the Board of Education unless cancelled during the drop period of August 1 – September 30 by notification from the member, in writing, and given to the District Treasurer. The Treasurer of the Board will notify the President of the Association with a copy of such cancellation, including the drop date.

In the event an employee sever employment or cancels their membership outside of the cancellation period defined in this Contract (August 1 – September 30), the Board Treasurer will deduct the remaining annual dues due to the SEA from the employee's final pay of the contract year in which the employee severs their employment or cancels their membership. The Board will not be responsible for dues money that the employee owes the Association if the employee has insufficient earned but unpaid wages.

The Association shall indemnify, defend and hold the Board, its individual members and employees harmless from all liability, including, but not limited to damages, judgments, fees, penalties, costs, expenses, findings for recovery and attorney fees arising out of the acts/omissions in deduction these dues/fees and including, but not limited to, any claim by the employee that the deduction of dues (including any increase in dues) is violative of the law. The Association shall choose the legal representative(s) for the parties in all situations falling under this section through mutual agreement of the Ohio Education Association and the Board of Education and with the understanding that representation must be free from any conflict of interest.

The Treasurer, upon authorization by the teacher, shall deduct in a continuing manner donations for The OEA Fund for Children and Public Education, if legal. The Association shall hold the Treasurer harmless from making such deductions.

5.08 Advisory Committee

1. A communication committee shall be established in each building for the purpose of presenting suggestions and discussing concerns.
2. Each committee shall be composed of not more than five (5) nor less than three (3) Association members elected by the Association within their building. The building Principal or his/her designee from the building shall also be on the committee.
3. This committee shall meet at least once a month unless it is mutually agreed otherwise. It shall be the purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common concerns.
4. Building level advisory committee shall be chaired alternatively by a member of the teachers' committee and the Principal or his/her designee.

- 5.09 The Association shall be given an opportunity to address staff during the annual in-service for up to 15 minutes. If there is a separate meeting with new hires, the Association President or designee will be given time on the agenda to speak with them for up to 15 minutes.

Article VI

6.00 COMPENSATION AND REIMBURSEMENT

6.01 Longevity

- 6.011 Placement on this salary schedule shall be pursuant to 3317.13 O.R.C. to a maximum of ten (10) years. Retired teachers returning to teach will receive a maximum of ten (10) years' experience on the salary schedule at the date of hire. Experience credit consideration may be given for educators entering the teaching profession as a second career of up to five (5) years' experience for non-teaching experience. Prior experience must be directly related to the area of teaching for which the teacher has been hired (ex: research scientist teaching high school physics).
- 6.012 BA column shall mean any earned Baccalaureate Degree.
- 6.013 B/150 shall mean any Baccalaureate Degree with at least 150 semester hours.
- 6.014 MA shall mean any earned Master's Degree.
- 6.015 MA+15 shall mean any Master's Degree with 15 semester graduate hours earned after the issuance of the Master's Degree.
- 6.016 MA+30 shall mean any Master's Degree with at least 30 semester graduate hours earned after the issuance of the Master's Degree.
- 6.017 Steps 16, 18, 21, 24, 27, 30 and 33 shall be longevity steps and persons having taught those respective years shall be placed accordingly.
- 6.018 A teacher shall advance to the next step beyond the step, if any, to which the teacher would otherwise advance at the beginning of the school year next following receipt by the teacher of National Certification; provided however, such teacher, in the following school year, shall be placed at the step such teacher would merit by reason of longevity and training without consideration of the step at which such teacher was compensated in the previous year.

6.02 Salary Schedule - See Addendum L

2% increase to the base of the contract with experience step for the 2024/2025 school year.

2% increase to the base of the contract with experience step for the 2025/2026 school year.

2% increase to the base of the contract with experience step for the 2026/2027 school year.

Compression of Steps 33 to 30; 30 to 28; and 27 to 26.

Merit Pay: When the district is ranked by the State of Ohio as 5 stars (or its equivalent), teachers shall receive an additional \$1000 stipend each year of the contract, to be paid in December (pro-rated for part-time teachers).

When the district is ranked by the State of Ohio as 4 stars (or its equivalent), teacher shall receive an additional \$500 stipend each year of the contract, to be paid in December (pro-rated for part-time teachers).

6.03 Supplemental Duty Schedule

Supplemental Positions

Increments for experience will be given to all positions on the Supplemental Duty Schedule except for Muse Machine, outdoor camp advisor, clubs, and equipment person. Only experience in the same sport or activity will entitle a person to receive step increments. The duties of each position may be divided among two (2) or more individuals. Positions will be filled on an as-needed basis. Supplemental duty contracts will be paid via direct deposit.

All starting positions indexed to B.A.	- '0' Step
One year experience indexed to B.A.	- '1' Step
Two years' experience indexed to B.A.	- '2' Step
Three years' experience indexed to B.A.	- '3' Step
Four years' experience indexed to B.A.	- '4' Step
Five years' experience indexed to B.A.	- '5' Step
Six years' or more experience indexed to B.A.	- '6' Step

6.031:

<u>POSITION</u>	<u>QTY.</u> <u>PLANNED</u>	<u>INDEX</u>
<u>Fall Sports</u>		
HS Head Football	(1)	.148
HS Asst. Football Coach	(5)	.111
Freshman Football Coach	(2)	.096
MS Asst. Football Coach	(4)	.096
HS Head Volleyball Coach	(1)	.114
HS Asst. Volleyball Coach	(2)	.086
HS Freshman (Reserve B) Volleyball Coach	(1)	.074
MS Asst. Volleyball Coach	(2)	.074
Boys Varsity Soccer Coach	(1)	.114
Boys Asst. Soccer Coach	(1)	.086
Boys Reserve Soccer Coach	(2)	.086
Boys Freshman (Reserve B) Soccer Coach	(1)	.074
Girls Varsity Soccer Coach	(1)	.114
Girls Asst. Soccer Coach	(1)	.086
Girls Reserve Soccer Coach	(2)	.086
Girls Freshman (Reserve B) Soccer Coach	(1)	.074
Girls/Boys Soccer Goalkeeper Coach	(1)	.074
HS Boys Cross Country Coach	(1)	.114
HS Girls Cross Country Coach	(1)	.114
HS Boys/Girls Asst. Cross Country Coach	(2)	.074
MS Asst. Cross Country Coach	(2)	.074

<u>POSITION</u>	<u>QTY.</u> <u>PLANNED</u>	<u>INDEX</u>
Golf Coach	(1)	.074
Golf Asst./Reserve Coach	(2)	.045
Girls Tennis Coach	(1)	.074
Girls Asst. Tennis Coach	(2)	.045
HS Cheerleader Advisor	(1)	.074
HS Asst. Cheerleader Advisor	(2)	.055
MS Cheerleader Advisor	(1)	.047
Football Equipment Manager (non-stepping)	(1)	.024
Ticket Manager	(1)	.047
Fall Site Managers	(2)	.074
<u>Winter Sports</u>		
HS Head Boys Basketball Coach	(1)	.148
HS Asst. Boys Basketball Coach	(1)	.111
JV Asst. Boys Basketball Coach	(1)	.111
Freshman Boys Basketball Coach	(1)	.096
HS Head Girls Basketball Coach	(1)	.148
HS Asst. Girls Basketball Coach	(1)	.111
JV Asst. Girls Basketball Coach	(1)	.111
Freshman Girls Basketball Coach	(1)	.096
Eighth Grade Boys Basketball Coach	(1)	.096
Seventh Grade Boys Basketball Coach	(1)	.096
Eighth Grade Girls Basketball Coach	(1)	.096
Seventh Grade Girls Basketball Coach	(1)	.096
HS Bowling Coach	(1)	.014
HS Head Wrestling Coach	(1)	.148
HS Asst. Wrestling Coach	(1)	.111
HS Reserve Wrestling Coach	(2)	.111
MS Asst. Wrestling Coach	(2)	.096
HS Head Swimming & Diving Coach	(1)	.114
HS Asst. Swimming & Diving Coach	(3)*	.074
*To be used as numbers dictate		
OR (when Boy's and Girl's coaches are hired)		
HS Head Swimming & Diving Coach – Boys	(1)	.086
HS Head Swimming & Diving Coach – Girls	(1)	.086
HS Asst. Swimming & Diving Coach	(2)*	.074
*To be used as numbers dictate		
HS Cheerleader Advisor	(1)	.074
HS Competition Cheerleader Advisor	(1)	.074
HS Asst. Cheerleader Advisor	(2)	.055
MS Cheerleader Adv/Competition Adv	(1)	.055

<u>POSITION</u>	<u>QTY.</u> <u>PLANNED</u>	<u>INDEX</u>
Winter Site Managers	(2)	.033
<u>Spring Sports</u>		
HS Head Baseball Coach	(1)	.114
HS Reserve Baseball Coach	(1)	.086
HS Asst. Baseball Coach	(2)	.086
HS Freshman Baseball Coach	(1)	.074
MS Asst. Baseball Coach	(2)	.074
HS Head Softball Coach	(1)	.114
HS Reserve Softball Coach	(1)	.086
HS Asst. Softball Coach	(2)	.086
MS Asst. Softball Coach	(2)	.074
HS Head Boys Track Coach	(1)	.114
HS Asst. Boys Track Coach	(2)	.086
MS Asst. Boys Track Coach	(2)	.074
HS Head Girls Track Coach	(1)	.114
HS Asst. Girls Track Coach	(2)	.086
MS Asst. Girls Track Coach	(2)	.074
Boys Tennis Coach	(1)	.074
Boys Asst. Tennis Coach	(2)	.045
HS Asst. Athletic Director	(1)	.114
MS Asst. Athletic Director	(1)	.074
HS Weight Training Advisor	(1)	.057
HS Asst. Weight Training Advisor	(1)	.043
Boys Head Lacrosse Coach	(1)	.114
Boys Asst. Lacrosse Coach	(2)	.086
Boys Asst. Lacrosse Coach	(1)	.086
Girls Head Lacrosse Coach	(1)	.114
Girls Asst. Lacrosse Coach	(2)	.086
Girls Reserve Lacrosse Coach	(1)	.086
Spring Site Managers	(2)	.033
<u>Co-Curricular</u>		
Theater Director	(1)	.114
(Fall Play and Spring Musical)		
HS Productions Assistant /Site Mgr.	(5)	.033
Choral Director	(1)	.033
Band Director	(1)	.114
Asst. Band Director	(2)	.086
HS Jazz/Pep Band Director	(1)	.033
HS Percussion Instructor	(1)	.047
Color Guard Advisor	(1)	.073

<u>POSITION</u>	<u>QTY.</u> <u>PLANNED</u>	<u>INDEX</u>
Winterguard Advisor	(1)	.047
Winter Percussion	(1)	.047
AFJROTC Color Guard	(1)	.047
AFJROTC Fitness & Model Program	(1)	.047
HS English Chairperson	(1)	.047
HS Math Chairperson	(1)	.047
HS Science Chairperson	(1)	.047
HS Social Studies Chairperson	(1)	.047
HS Foreign Language Chairperson	(1)	.047
HS Special Education Chairperson	(1)	.047
K-5 Grade Level Chairperson	(10)	.047
Guidance Director	(1)	.047
HS Intramural Advisor	(1)	.041
MS Intramurals Advisor	(1)	.041
HS Yearbook Advisor	(1)	.073
MS Yearbook	(1)	.037
BC1 Yearbook Advisor	(1)	.016
SB Yearbook Advisor	(1)	.016
HS Student Council Advisor	(1)	.037
MS Student Council Advisor	(1)	.024
3/4/5 Grade Elem. Student Council Advisor	(1)	.024
Class Advisor (Senior)	(1)	.024
Class Advisor (Junior)	(2)	.037
Class Advisor (Sophomore)	(1)	.024
Class Advisor (Freshman)	(1)	.024
HS Diversity Advisor	(1)	.024
HS Key Club Advisor	(1)	.024
Newspaper Advisor (HS)	(1)	.024
Newspaper Advisor (MS)	(1)	.024
National Honor Society Advisor	(1)	.024
Junior Honor Society Advisor	(1)	.016
Speech Team Advisor	(1)	.024
HS Tech/STEM Advisor	(1)	.024
Academic Team Advisors (HS, MS, BC)	(6)	.024
MS Tech/STEM Advisor	(1)	.024
MS Camp Advisor (non-stepping)	(10)	.016
MS Production Advisor	(2)	.016
HS PE/Fine Arts Chairperson	(1)	.047
HS STEM/Business/ROTC Chairperson	(1)	.047
MS Drama Director	(2)	.024
Elementary Productions Advisor	(1 per building)	.016
HS Science Olympiad	(2)	.037
HS Science Fair	(1)	.016
MS Science Fair	(1)	.016
Power of the Pen Advisor/Golden Quill	(2)	.016

<u>POSITION</u>	<u>QTY.</u> <u>PLANNED</u>	<u>INDEX</u>
MS Science Olympiad	(2)	.037
MS Muse Machine (non-stepping)	(1)	.037
Model UN/Mock Trial	(1)	.024
HS Eagle Excellence	(2)	.024
MS Academic Leader	(4)	.047
HS Supportive Peers	(1)	.024
MS Suicide Prevention (Hope Squad)	(2)	.024
HS Suicide Prevention (Hope Squad)	(1)	.024
HS Flexible Year-to-Year Principal Assignment	(1)	.024
MS Flexible Year-to-Year Principal Assignment	(1)	.024

- 6.032 Guidelines: All Assistant Coaching salaries are to be 75% of the varsity coaches' salary index in that sport. The middle school coaches' salary indexes are to be 65% of the varsity coaches' salary index in that sport.

6.04 Severance Pay

- 6.041 Any teacher who has ten (10) years of service credit with the District or has attained age fifty (50), and who retires through the State Teachers' Retirement System (STRS) shall be granted severance pay according to the following formula:
- 6.042 One-fourth ($1/4^{\text{th}}$) times the number of accrued sick leave days multiplied by the daily rate of salary, excluding supplemental duty pay at the time of severance or retirement.
- 6.043 The maximum number of paid severance days shall not exceed eighty-five (85) days.
- 6.044 Severance pay shall be a lump sum payment and will cancel out all sick leave days.
- 6.045 At the time of retirement from active service with an agency of state government and with ten (10) or more years of service with the state or any of its political subdivisions, the teacher is paid for one-fourth ($1/4^{\text{th}}$) of the value of his/her accrued but unused sick leave credit.
- Such payment shall be based on the teacher's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the teacher at that time. Such payment shall be made only once to any teacher. The eligible employee's severance payment will be distributed one month (approximately 30 days) after the employee's official date of retirement.
- 6.046 In the event of the death of a teacher covered hereunder who is otherwise eligible for severance pay, such teacher shall be deemed to have made application for severance pay and/or to have terminated employment on the date immediately preceding the date of death.

Payment of the severance pay shall be made to the teacher's estate. Payment shall be released to the qualified appointed Executor or Administrator of the teacher's estate.

6.05 Mileage Reimbursement

All teachers covered hereunder who use their personal car for school business shall receive mileage in accordance with the following guidelines:

- A. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings.
- B. Mileage shall be paid for all activities approved by the administration, such as workshops, professional leaves, conferences, school visitations, school business, and school-related activities.
- C. The Principal may authorize mileage as needed for transporting sick pupils to their homes during the day.
- D. Rate of compensation for mileage shall be at the current rate based on IRS rates.

6.06 Payroll Procedures

6.061 Salary Advancement

A teacher who shows evidence of increased training for advancement on the salary schedule shall be afforded the increased compensation under the following stipulations:

- A. Such evidence is transmitted to the Superintendent on or before October 1 of any year for that school year. An official university transcript or transcript forwarded to the district via email through university clearinghouse will be required as evidence of credit earned.
- B. Such evidence is transmitted to the Superintendent on or before February 1 of any year for credit to begin the 93rd day of that year. An official university transcript or transcript forwarded to the district via email through university clearinghouse will be required as evidence of credit earned.
- C. All teachers shall be responsible for providing the Superintendent with an official transcript or transcript forwarded to the district via email through university clearinghouse of all credits earned to date in the event a salary adjustment is being requested.
- D. For purposes of salary advancement and seniority considerations, only time in a pay status for at least 120 days in a school year shall count as a year of service.

6.062 Payroll Periods

Regular contract salaries shall be paid in on the 5th and 20th day of each month, and supplemental contract salaries shall be paid one-half payment midway through sport or activity, and final payment after the end of the season or activity and conclusion of all duties in that regard by the teacher. Payments will be made as part of the regular payroll. All other staff reimbursements shall be paid via direct deposit twice each month.

6.063 Direct Deposit

All teachers must participate in direct deposit of payroll checks. A teacher's salary shall be paid by electronic transfer into up to four (4) accounts at a bank, credit union, brokerage firm, or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer.

6.064 Payroll Deductions

A. Deductions shall be as required by law, and additional optional deductions as in this Agreement if the teacher so authorizes.

B. Annuities

Teachers may elect to have an annuity payroll deduction that is within the Board quantity limits for companies and other Board guidelines as to enrollment. They Treasurer shall remit to the appropriate annuity company all monies deducted, within the time period arranged between the annuity company and the teachers involved. The Board will make twenty-four (24) deductions for annuities. Any fees associated with the Board adopted common remitter plan will be assumed by the Board and not passed on the teacher.

6.07 Attendance at Professional Meetings

A teacher may be absent for the purpose of visiting other schools or attending professional meetings without loss of pay. Requests for such absence shall be made in writing seventy-two (72) hours in advance to the building Principal or Supervisor who will refer said request to the Superintendent of Schools for approval.

6.08 Tuition Reimbursement

A teacher may take additional credit hours. The credit hours must be related to his/her teaching field unless prior written approval is obtained from the Superintendent. The classes must be taken at a fully accredited college or university, and the teacher will receive up to \$333.00 per hour per quarter or up to \$500.00 per hour per semester with a cap of \$1,000.00 per teacher per year tuition reimbursement from the Board under the following conditions:

- A. The course work must be applicable toward a recognized college degree, licensure or other certification requirement (regardless of whether the teacher is seeking a degree).
- B. The course must begin after the teacher is employed by the Board, and reimbursement can only be received if the employee is still employed by the Board at the conclusion of the course.
- C. The teacher is eligible for reimbursement for tuition fees for college credits earned between September 1st and August 31st any year.
- D. Payment will be made in the next school year upon the teacher presenting proof of completion of a course (see Appendix B), proof of payment, and presenting an official transcript or transcript forwarded to the district via email through university clearinghouse to the Superintendent by October 1 and provided the teacher is employed in the District and working in an active pay status at the time of payment.

6.09 Pay for Internal Substitution

A teacher shall be responsible for student instruction during the regular class period. This does not include the teacher's lunch period and planning period. When a teacher is asked to fill in during his/her lunch or planning period for an absent teacher and that teacher requests the Principal to ask another teacher, the Principal shall seek volunteers from among the other available teachers. If none can be found, the Principal shall have the right to assign any teacher from the available teachers. All substituting teacher shall be compensated at the rate of \$40.00 per substitution. A teacher will not be asked to leave his/her assigned planned class schedule with students to substitute for another teacher. When possible, administrators will not schedule more than four (4) IEP, 504, or ETR meetings per month during a teacher's planning period.

6.10 Attendance Incentive Reimbursement

Annually contracted teachers shall be compensated for one or less personal/sick leave days per school year beginning with the first workday of the school year and concluding with the last workday (183 days).

The perfect attendance incentive reimbursement plan shall be as follows:

<u>Personal Leave Days Used</u>	<u>Amount of Compensation to be Received</u>
0	\$600.00
1	\$400.00

Deduct days will count as days of absence toward attendance incentive(s). Only the Superintendent can approve the use of deduct days(s).

Teachers shall receive the above payment with the last paycheck in June.

6.11 Tuition/Free Attendance

Children of employees will have first priority in an open enrollment.

6.12 Step Advancement

A full time teacher may advance on the steps only if such teacher has been in a paid status for 120 days of the scheduled work days for the school year.

A regular part-time teacher may advance on the steps only if such teacher has been in a paid status for 120 days of the scheduled work days for the school year.

A teacher drawing sick leave under 8.01 or personal leave under 8.02 shall be considered to be in a paid status.

A teacher on active military duty shall be considered to be in paid status for the amount of time allowed by law.

6.13 Home Tutoring

Teachers who do home tutoring will be paid at a rate to be set annually by the Superintendent but not less than \$40.00 an hour. The selected rate will be emailed to SEA members by September 1st.

6.14 LPDC

LPDC Committee members will be paid \$35.00 an hour.

6.15 Re-employment of Retired Teachers

- I. A teacher may elect to apply for a one year contract immediately following retirement under the State Teachers' Retirement System provided:
 - A. Such retirement follows the last scheduled work day of the school year. The teacher must complete the school year.
 - B. The teacher who returns to duty begins on the first scheduled work day of the next school year.
 - C. No accumulated sick leave shall be carried forward when the teacher returns to duty.
- II. A retire/rehire shall start at Step 10 of the salary schedule and remain at Step 10 except that the teacher shall receive any percent increases that might apply to that step.
- III. Retired teachers who return to duty are nevertheless subject to a reduction in force and for purposes of a reduction in force their seniority shall date from their return to duty after retirement.
- IV. All contracts issued to teachers who have retired under the State Teachers' Retirement System shall automatically expire at the end of the term stated and no affirmative action required under RC 3319.11 or 3319.111, such as "non-renewal" and notice thereof, need to be taken by the Board or the Administration.
- V. A Bellbrook-Sugarcreek teacher wishing to be rehired following retirement shall notify the Superintendent in writing by March 1 of the year of retirement.
- VI. A retired Teaching Staff Member who is rehired will begin employment with one (1) day of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provision of Article 8.01.
- VII. Except to the extent addressed in the Article all provisions of the Agreement apply to retired Teaching Staff Members who are rehired including retirement contributions, insurance, personal leave and all other fringe benefits.

ARTICLE VII

7.00 INSURANCE

7.01 Life Insurance

The Board agrees to pay on behalf of each member of the bargaining unit the cost of a group term life insurance policy in the amount of \$50,000.00, accidental death in the amount of \$100,000.00, plus dismemberment, conversion privilege, and additional coverage privilege. Such additional coverage may be purchased by the bargaining unit member at the rate paid by the Board if approved by the insurance company.

7.02 Hospitalization, Surgical and Major Medical

The Board agrees to pay on behalf of each full time professional staff member eighty percent (80%) of the cost of a single or family contract with major medical.

For teachers who are part-time, the percentage of the premium for such medical insurance to be paid by the Board shall be eighty percent (80%) multiplied by the fraction expressed as the number of hours such teacher is regularly scheduled to work divided by seven (7). (See 7.07)

7.021 Opt-Out of Health Insurance Option

An opt-out health insurance option will be offered to current employees only, who must opt-out by December 31 (during open enrollment period). Those who opt-out will be paid in December at the end of the opt-out year. Due to unforeseen circumstances, an employee may opt back in at any time, if an event occurs to allow such opt-in by the insurance company. The opt-out incentive will be prorated accordingly if someone opts back in during the same school year.

For part-time unit members the Opt-Out Incentive will be prorated to reflect the proration of full-time equivalent (FTE) position held by the unit member.

A one-time payment of the following amounts will be offered to current bargaining unit members who are currently enrolled in the district health insurance program as of June 1, 2024. Newly hired teachers are not eligible for this one-time payment. This option is available all three (3) years of the contract. No employee shall receive more than one payment under this article.

This incentive is not available to employees who are insured under another health care plan in this district.

There is no incentive during the current contract period for employees who opt-out of a family plan to a single plan.

1.) \$10,000 Family

2.) \$5000 Single

7.03 Type of Plan

The Board will provide health and prescription drug benefits as identified in the Butler Health Plan (BHP) as outlined in the current benefit plan book. Both PPO and HDHP/HAS plans will be available. This plan includes special eligibility requirements for spouses on the medical plan *only*.

7.04 For any employee enrolled in an HDHP/Health Savings Account (HSA):

- A. The Board will contribute \$2500 for a family plan and \$1250 for a single plan per year.
- B. The Board contribution will be paid in equal semi-annual amounts on the first business day of January and on or before July 11.

7.05 The Butler Insurance Committee requires three representatives – the certified representative shall be selected by the Association President.

7.06 Vision and Dental Insurance

The Board agrees to purchase a dental and vision plan for each full-time professional staff member. The Board will pay 80% of the premium cost of a single or family contract and the teacher will pay 20% of the premium cost. For teachers who are part-time, the portion of the premium for such insurance which will be paid by the Board shall be determined by multiplying the premium by the fraction expressed as the number of hours such teacher is regularly scheduled to work divided by seven (7).

Current program information shall be maintained electronically for access by members along with the current CBA.

7.07 Disability Leave Provisions

A teacher on a disability leave of absence may exercise the option of maintaining insurance coverage, at the teacher's expense, during the leave if allowable by the carrier(s). The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Teacher contributions to premium(s) shall be submitted to the Goard Treasurer by the twentieth (20th) day of the month.

7.08 Coordination of Benefits

Coverage shall be subject to the provisions of the Master Agreement with the insurance carrier, and such provisions shall include coordination and subrogation benefits. Any change in carriers will provide for no loss or lapse of coverage unless otherwise mutually agreed.

7.09 Section 125

The Board shall, at no cost to the Board, provide a Section 125 Plan opportunity to all teachers which shall include three sections and shall comply with Ohio and Federal tax law.

- A. Medical Insurance Premiums
- B. Medical Expenses
- C. Child care and/or adult care

ARTICLE VIII

8.00 LEAVES

8.01 Sick Leave

8.011 Accumulation

One and one-fourth (1 1/4th) days of sick leave shall be granted full time teachers for each completed month of employment up to fifteen (15) days per year. Unused sick leave shall accumulate to 340 days.

8.012 Uses of Sick Leave

Standard reasons acceptable for sick leave are:

- A. Personal illness (includes emergency dental and medical appointments).
- B. Injury
- C. Exposure to contagious disease which could be communicated to others.
- D. Absence due to illness, injury, or death of teacher's immediate family.
- E. Absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from.

8.013 Transfer of Sick Leave

Previously accumulated sick leave of a teacher who has been separated from another public Ohio agency as provided in Ohio Revised Code, Section 3319.141, shall be accepted at full value up to the maximum accumulation set forth in 8.011 provided none of such accumulated sick leave has been converted to pay upon retirement as provided by Section 124.93 O.R.C.

8.014 Advancement of Sick Leave

Should a teacher have absences due to illness of more than the total accumulated sick leave, such teacher, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of the number of days that can be earned during the remainder of the school year up to a maximum of five days.

8.015 Sick Leave Fund

- A. Any teacher who has accumulated and has maintained at least 90 days of unused sick leave days may donate up to three (3) days of his/her accumulated sick leave to the sick leave fund once a year at the beginning of the school year before September 30. The records for which will be maintained by the Treasurer, who will issue a notice to all employees (after the end of each school year) who qualify to donate to the sick leave fund. There will be a maximum of ninety (90) days usable in the sick leave fund per school year.
- B. The purpose of a sick leave fund is to give additional days of sick leave to teachers of the bargaining unit who experience personal serious accidental injury,

emergency surgery, or catastrophic illness to themselves or members of their immediate family, as defined in 8.016. The donation of that day of sick leave shall not reflect upon the donor teacher's attendance record.

- C. There shall be no limit on the days that can accrue in the sick leave fund if the days are not otherwise used as set forth herein.
- D. Upon depletion of a teacher's personal/sick leave, he/she may apply for a gift of sick leave after a member has used all of his/her accumulated sick days and personal leave days and available sick day advances. The President of the Association, two (2) Association members appointed by the Association President, the Superintendent (or designee), and one (1) other administrator appointed by the Superintendent shall review and approve or deny by a majority vote all applications to the Sick Leave Fund taking into consideration whether the teacher is deserving and has suffered personal serious accidental injury, emergency surgery, or a catastrophic illness. The decisions of the sick leave fund committee are final.
- E. A Member will be granted no more than thirty (30) days of leave from the Sick Leave Fund per request.
- F. The maximum number of days a Member may receive the Sick Leave Fund shall not exceed 185 days during his/her career with the district.
- G. Days may not be received from the Sick Leave Fund for absences due to child birth (natural or caesarian section). Utilization of the Sick Leave Fund for complications may be authorized.
- H. Days may not be received from the Sick Leave Fund for absence due to disabilities which qualify the Member for Workers Compensation personal benefits, unless the Member has exhausted all such benefits and his/her own accumulated sick days.
- I. The Sick Leave Fund Committee may require a Member to apply for STRS disability as a condition for approval or for continuance of approval.
- J. Any teachers wishing to donate a gift of sick leave days shall complete the applicable part of the form in Appendix D.

8.016 Definition of "Immediate Family"

For the purposes of absence due to illness, injury or death in the employee's immediate family, immediate family shall be defined to include bona fide members of the employee's household and/or spouse, parent, child, in-laws, brother, sister, grandparent, grandchild, appointed legal guardian of a minor or any relative who is dependent upon the employee. Stepchildren, stepparents, foster children and foster parents shall also be considered immediate family for this purpose.

8.02 Personal Leave

8.021 Authorization

Each teacher shall be authorized three (3) days annually for necessary personal leave. No reason need be given for such leave except as follows:

- A. Personal leave may not be used for recreation, to extend a vacation or holiday, to accompany a spouse on a business or vacation trip, or for any other purpose except to take care of matters or business which cannot be taken care of except during school hours unless pre-approved by the Superintendent.
- B. No personal leave will be taken during the last four (4) weeks of school except for weddings, graduations, or school programs for children or teachers. Other exceptions can be made by the Superintendent.
- C. Personal leave may not be taken on Professional Development days without prior approval by the Superintendent.
- D. Any teacher who does not take unused personal leave after April 1st, shall be paid an additional \$200 incentive at the end of the school year.

8.022 Notification

Notification shall be given to the building Principal seventy-two (72) hours in advance through the employee kiosk prior to the use of personal leave.

8.023 Use of Personal Leave

No more than three (3) persons in each school may use personal leave on the same day.

Unused personal leave shall not accumulate to the following year.

8.024 Emergency

For one of the three (3) days authorized in 8.021, the requirements of 8.022 and 8.023 shall not apply; however, such advance notice as may be reasonably possible will be appreciated even if not required.

If a teacher has already used a day pursuant to the previous paragraph, no other days will be allowed unless the teacher has remaining personal leave days and the requirements of 8.021 and 8.022 are met, unless the Superintendent in his/her discretion so authorizes. No grievance may be processed if the Superintendent refuses to grant the day or days.

8.025 Personal leave may be taken in whole day, half-day increments, or one-quarter day increments but not otherwise.

8.03 All Unpaid Leaves of Absence

Request any unpaid leave described in this agreement shall be submitted in writing. The Superintendent may grant or refuse the request except in the event of maternity or childcare referred to herein. A person returning from leave of absence without pay shall be placed on the salary step called for by O.R.C. 3319.13 and 3317.13.

With exception of a disabling condition supported by medical documentation, an unpaid leave of absence exceeding one semester is only available if the member has been employed in the district for more than three school years.

Disabling:

Upon the exhaustion of sick leave by a teacher, the teacher may be placed on a leave of absence without pay for a period of up to two (2) years. Such leave may be granted upon submission of documentation from a medical doctor attesting to the disability.

Non-Disabling:

Request for a leave of absence of a non-disabling nature shall be made to the Superintendent. Such request shall be for not less than a full semester or more than a year. The leave may be renewed for one (1) additional year but may not exceed (2) years total.

Foreign Exchange Teaching:

Written request for leave of absence will be granted for exchange teaching in a foreign nation under the government's exchange a teacher program for overseas teaching of dependents of military personnel. Such leave shall be a period of one (1) year.

Reinstatement Rights:

The teacher shall be returned to contract status as provided by Revised Code Section 3319.13. Efforts will be made to return the teacher to the original assignment. Teachers shall notify the Superintendent in writing sixty (60) days prior to the end of such leave if the teacher plans to return to work.

Military Leave of Absence:

Military leave of absence shall be granted in accordance with the provisions of Ohio Revised Code Section 3319.14.

8.04 Unpaid Maternity/Paternity Leave

Maternity/Paternity leave of absence may be used in lieu of sick leave when the teacher has exhausted sick leave or when the teacher has determined that a transfer from sick leave to maternity/paternity leave is necessary. At the time of birth of a teacher's child, or, in the case of adoption, receipt of custody of the child, the teacher may request a maternity/paternity leave for as long as four consecutive semesters the first of which shall be the semester in which the requested leave becomes effective. Leave shall be taken in semester increments. Should a teacher request and receive a leave for less than the maximum leave permitted, the teacher may not thereafter request an extension of the leave. There shall be only one request made for the term of the leave for up to two (2) years. This request shall be final.

If the leave requested and granted extends into the next school year, the teacher may nevertheless cause the leave to be shortened and return to work at the beginning of the next school year if written notice of that intent is delivered to the Superintendent by March 1 next preceding the beginning of the school year the teacher wishes to return.

8.041 Rights While on Leave

Teachers on non-paid maternity/paternity leave or child care leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits, major medical and dental insurance as provided by this contract,

Providing the insurance company or hospital service association involved permits such continuance of coverage of the person on leave of absence, and the teacher pays to the Treasurer of the Board, in advance each month, the full amount of the monthly group plan premium of such coverage. Any overpayment of premium shall be refunded to the teacher upon termination of leave.

8.042 Application for Leave

Application for maternity/paternity leave shall be made in writing and shall contain a statement on the expected date of birth, on in the case of adoption the date of obtaining custody, the date on which the leave of absence is to commence, and the term of the leave. In the case of a miscarriage or abortion, the teacher may request reinstatement, in writing filed with the Superintendent at least ten (10) days prior to the beginning of the next grading period. Early reinstatement will be approved providing a vacancy exists for which a teacher is certified.

8.043 Reinstatement Rights

Teachers shall be entitled to the same teaching assignment held immediately prior to the leave unless shifts in pupil enrollment dictates or the job is combined or eliminated. Teachers shall notify the Superintendent in writing sixty (60) days prior to the end of such leave or by April 1st, whichever is sooner, if the teacher plans to return to work.

8.044 The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense during such leave and if allowable by the insurers under the provisions of 7.00 Insurance.

8.05 Unpaid Sabbatical Leave

- A. A teacher who has completed five (5) years of service may, with the approval of the Board, be entitled to take a leave of absence with part pay for one (1) or two (2) semesters subject to the following restrictions: the teacher shall present to the Superintendent for approval a plan for professional growth prior to requesting a leave, and at the conclusion of the leave, provide evidence that the plan was followed. Written quarterly reports of progress shall be submitted to the Superintendent. The Teacher may be required to return to the District at the end of the leave period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leave to more than five percent (5%) of the professional staff at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. A professional staff member not electing to be paid pursuant to paragraph 1 of this proposal shall be granted up to two (2) semesters of professional education leave by the Board subject to the following instructions:

1. The teacher shall present to the Superintendent a plan for professional growth.
 2. The teacher shall make application for such leave prior to March 1 of any year.
- B. A teacher on sabbatical leave shall be entitled to request and receive the right to continue to be covered by insurance for hospitalization, surgical benefits and major medical and dental insurance as provided by this contract, providing the insurance company or hospital service association involved permits such continuance of coverage of the teacher on leave of absence, and the teacher pays to the Treasurer of the Board, in advance each month, the full amount of the monthly group plan premium of such coverage(s). Any overpayment of premium shall be refunded to the teacher upon termination of leave.

8.06 Assault Leave

- 8.061 Any teacher who is absent from school by reason of any assault or battery to said teacher as a result of this employment shall be granted assault leave, at no loss in pay. Such leave shall not be chargeable to sick leave.
- 8.062 Justification by a health care professional shall be required for any days of assault leave. This leave shall be limited to a maximum of sixty-five (65) school days for any given assault.
- 8.063 Only the wages paid to a teacher during an assault leave must be returned to the Board of Education if the teacher receives, through the courts or other legal processes, a settlement more than the wages paid to the teacher during the time of leave.

8.07 Jury and Witness Duty Leave

8.071 Subpoena Leave

Any teacher who is served any subpoena as a witness as opposed to being a party to a suit shall be released from teaching duties with full pay up to ten (10) days in any one school year. The teacher shall resent the check from the court for his/her witness fee to the Treasurer of the District within two (2) weeks of his/her return to classroom duties or within two (2) weeks of receiving the check from the court, whichever is later.

Every teacher receiving a subpoena in connection with his/her duties related to the injury or custody of a former or present student, shall immediately notify his/her Principal, and shall permit the attorney for the Board to move to quash the subpoena if circumstances warrant.

8.072 Jury Duty

Members of the bargaining unit who serve as a juror shall continue to receive regular payments so long as they submit to the Treasurer of the District proof of fees paid to them for this jury service.

8.08 Family Medical Leave

For purposes of the Family Medical Leave Act, the leave year is a school fiscal year and starts July 1.

8.09 Adoption Leave

Teachers shall be allowed the use of up to thirty (30) paid days of accrued sick leave per school year to arrange and complete a child adoption process. The use of this accrued sick leave is limited to the primary caregiver of the adopted child. The use of the thirty (30) accrued sick leave include any days used before the child arrives in the household and any days used after the child arrives in the household to finalize the adoption process.

ARTICLE IX

9.00 INDIVIDUAL RIGHTS

9.01 Regular Teaching Contracts

All teachers employed by the Board to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. Said contracts shall include the following information: Name of teacher; name of school district; type of contract (limited or continuing), if limited the number of years I the contract; annual compensation to be paid during the year of issuance of the contract; basis of determining the compensation (i.e. classroom teacher, B.S Degree and 5 years teaching experience); frequency of salary payments (i.e. 26 equal pays); statement that all necessary implementing procedures have been completed by the Board prior to issuance of the contract; provision that a copy of said contract shall be made available to any teacher upon request; that issuance of renewal or limited contracts or continuing contracts shall be effected no later than May 15th or the last day of school of each year, whichever comes later; that said contract shall contain signatures of the Board President, the Board Treasurer, and the teacher along with the date of issuance.

9.011 Limited Contracts

1. All teachers entering the district at the start of the school year shall receive a one (1) year contract. If the teacher is rehired, he/she shall receive a one (1) or two (2) year contract. Upon rehiring, the teacher shall receive a five (5) year contract or a continuing contract in the requirements of 9.012 and RC 3319.11 are satisfied. From that time on, only five (5) year contracts or continuing contracts shall be submitted.
2. At the end of any contract, the said teacher may be issued a one (1) year limited contract provided he/she is given in writing a statement informing said teacher that he/she is not meeting acceptable standards of performance as recommended by the supervising Principal and/or Superintendent. Such recommendation shall be based upon information gained from the teacher evaluation procedure that was mutually developed and adopted by the Board. At the end of such one (1) year limited contract, if said teacher has made satisfactory improvement, said teacher shall receive a two (2) year contract. Upon rehiring after the two (2) year contract, the teacher shall receive a five (5) year contract.

9.012 Continuing Contracts

Teachers who anticipate obtaining eligibility for a continuing contract, who during the time of potential eligibility are on a multiple year contract, must notify, in writing, the Superintendent indicating their qualifications for a continuing contract no later than

October 1 of any contract year. To formally withdraw from consideration for a continuing contract under the above circumstances, the teacher must submit to the Superintendent a written notice by March 30.

Teachers on a multiple-year contract who apply for a continuing contract and are unsuccessful, may complete the remaining year(s) of that contract and there after reapply for a continuing contract by October 1 of the last year of their multiple-year contract. Any teacher who is rehired after unsuccessfully applying for a continuing contract may thereafter reapply for a continuing contract.

The Board of Education shall issue contracts according to O.R.C. 33119.11.

9.02 Supplemental Contracts

- 9.021 The Board shall enter into a written contract with each teacher who is to perform additional duties related to the supplemental positions identified in Article VI (O.R.C. 3319.08). Such supplemental contracts shall be written contracts and shall specify the compensation to be paid for the contracts.
- 9.022 When a supplemental contract position is declared vacant, certificated members of the bargaining unit who are believed to be qualified will be notified and the Association President or his or her designee will be notified. Preference shall be given to certificated/licensed unit members if qualified for the particular position by virtue of aptitude, experience or objective criteria. If no qualified certificated/licensed unit member applies for the position within the time for response specified, the employer may consider qualified certificated/licensed teachers outside the district and thereafter may consider other qualified non-certificated/licensed persons. This term is intended to supersede by contract the prior legislation relating to this matter.

9.03 Non-renewal and Terminal

9.031 Termination of Contract

Termination of a teacher's contract shall be according to 3319.16 and other related provisions of the Ohio Revised Code, provided however, that a hearing by a referee or the Board may take place during the summer months when school is not in session in spite of any contrary provision in R.C. 3319.16 or related statutes.

9.032 Non-renewal of Limited Contract

- A. Upon the Superintendent determining he/she will recommend a teacher for non-renewal, he/she shall notify said teacher in writing of such intent with reasons therefore state thirty (30) calendar days prior to the School Board meeting at which the Superintendent intends to recommend non-renewal.
- B. A teacher maintains all rights and defenses contained in R.C. 3319.11. The non-renewal or non-reemployment of limited contract teachers shall comply with R.C. 3319.11 provided, however, that the non-renewal or non-reemployment process or procedure is not grievable.

9.04 Personnel Record File

- 9.041 A personnel file of all teachers shall be maintained in the office of the Board. This shall be considered a confidential file and the only official file of recorded information of teachers maintained by the Board and the administration.
- 9.042 The administration authorized to use personnel files of teachers shall be limited to the Superintendent and other administrators who are responsible for directing the professional staff. However, administrative access to teachers' files shall be limited to those staff members who have a school business need for such information. Any item placed in a teacher's file will first be given to the teacher with the opportunity to initial and note that he/she has seen the document and/or informed that it will be placed in the personnel file. All materials inserted by the administration of the district in the personnel file of teachers shall include the following:
- A. The date the item was placed in the file.
 - B. The teacher in whose file the entry is being made shall receive a copy of the entry.
 - C. Items that may be maintained in the personnel file of teachers shall be limited to:
 - 1. Official transcripts of college work
 - 2. Copy (copies) of certification/licensure authorized by the State Department of Education
 - 3. Copies of Observation-Evaluation Reports
 - 4. Copies of anecdotal records
 - 5. Records of employment including assigned duties, regular and supplemental, years of service in the District, and other related information
 - 6. Copies of contracts of employment with the local Board
 - 7. Signed letters of commendation or criticism and records of personal achievements
 - 8. Results of BCI and FBI checks
 - 9. Employment application
 - 10. Military experience
 - 11. Leave information
 - 12. Worker's compensation information
 - 13. Severance information
- 9.043 Individual members of the instructional staff shall have access to their official personnel file upon request to the Superintendent. The file may be inspected by the teacher involved or his/her designee at reasonable times and on reasonable notice; such inspection shall be in the presence of a member of the administrative staff, or his/her designated representative.

- 9.044 Material placed in a teacher's file that is not in the categories 9.042, C, 1 through 13 inclusive, may be removed during file review with concurrence of the Superintendent. If the Superintendent does not agree with such removal, then the issue of removal shall be subject to the grievance procedure.
- 9.045 Disciplinary action or complaints placed in a teacher's file may be expunged at administrator's discretion in accordance with State law or the Bellbrook-Sugarcreek Board of Education Record Retention Policy after twenty-four (24) months, if there has been no other discipline imposed or administrative complaint during the past twenty-four (24) months. It is the responsibility of the employee to request the expunging of the material to the Superintendent.
- 9.046 Teachers' personnel files are public documents except that the Board will strictly obey the ruling of the Court in Sugarcreek Education Association, et al v. Board of Education, Sugarcreek Local School District Case No. 91CV604, Greene County Common Pleas Court. (See Appendix G)

The Board will take all reasonable steps to notify the teacher of any request to view or copy their file under the Public Records Act of Ohio.

9.05 Vacancies, Transfers and Reassignments

9.051 Vacancies

- A. Email notification is to be sent to the Association President and to all teaching employees as to openings and vacancies which occur in teaching positions and summer intervention program, as may be required by law, and supplemental positions during the school term. Positions shall be open for at least five (5) working days. No job shall be filled until after the position has been open for five (5) days.

Any teacher who meets the qualifications of the posted position will be granted an interview. A teacher who has been deemed to not meet the qualifications and who has not been granted an interview may meet with the building principal to discuss the reasons why an interview was not granted. If not granted the position, the teacher will receive an e-mail stating, with specificity, the reason(s) for the denial of the position. If certification/licensure and qualifications for internal teaching candidates are equal, district seniority will prevail.

- B. The notification of opening or vacancies shall include: (1) qualifications, (2) general job description, (3) certification/licensure requirements, and (4) deadlines for filing applications. Preference shall be given to current teachers who have equal or above qualifications over a non-employee who is being considered for a position.

9.052 Transfers

- A. Voluntary Transfers

1. A transfer is defined as a reassignment to another position carrying the same salary provisions or to any position for which the base pay is the

teachers' salary schedule. A voluntary transfer is one which has been requested by the teacher.

2. Teachers requesting to transfer to another position shall complete a form provided by the Superintendent's office. Such requests indicating a desire for a transfer shall be returned by April 1 of each year. The requests shall expire as of September 30th of each year.
3. Qualified teachers who have requested transfers are to be given first consideration as assignments are made. The following criteria shall be applied:
 - a. Individual qualifications.
 - b. Instructional requirements as posted.
 - c. Seniority of the candidate shall be considered if the Administration deems all of the other qualifications, including those on the posting, to be equal.
4. If a teacher's request for a voluntary transfer has been denied, he/she will, upon request, receive a written explanation of the reasons therefore from the Superintendent or his/her designee.

B. Involuntary Transfers

1. An involuntary transfer is an assignment to a lateral or comparable position which has not been requested by the teacher.
2. Notice of an involuntary transfer shall be given as soon as practical and before the end of the school term if possible.
3. When an involuntary transfer is necessary, a teacher's area(s) of certification/licensure, and other relevant factors, will be considered in determining which teacher is to be transferred.
4. Upon request, a teacher being transferred involuntarily will be granted a meeting with the Superintendent prior to the effective date of transfer. At this meeting, a list of open positions in the school system will be made available to the extent the teacher possesses the appropriate certification/licensure; and such teacher may request a position in order of preference. If this request by the teacher is denied, the teacher shall be given the reasons for denial and for the transfer. The teacher at his/her option may have a representative of the bargaining agent present at such meeting.
5. The Superintendent shall be responsible to make all assignments and transfer determinations (3319.01). No teacher will be transferred arbitrarily, capriciously, or without rational basis in fact.

9.06 Complaints Against Teachers

Any complaint arising from a teacher's performance as an employee of the Board by any parent or other person not employed by the Board shall be resolved by the following procedure.

In most instances the complainant shall be first directed back to the teacher. An attempt to resolve the complaint informally shall be made if the complaint is referred to the teacher involved. If the complaint is not resolved informally, the following procedure shall be followed.

1. If requested by the complainant or the teacher, and agreed to by both parties, a meeting involving the teacher, Principal and complainant will be arranged at a mutually convenient time to discuss the complaint.

If a meeting is held at any level of this process without the teacher, the teacher(s) will be notified within three (3) work days of the meeting.

Teachers may request to be informed, in writing, of any responses or results of said meeting(s) regarding a complaint. Teachers then will be given the opportunity to respond to complaint.

2. If the complaint is unresolved in a mutually satisfactory manner, it will be appealed to the Superintendent or his/her representative.
3. If it is still unresolved in a mutually satisfactory manner, the complaint may be appealed to the Board or its designee. If a hearing is granted, it will be held in executive session. The decision of the Board or its designee shall be final.
4. In each of the above steps, a teacher may request and be accompanied by counsel and/or a representative of his/her choice at the teacher's expense.

Conferences regarding such complaints shall be in private.

9.07 Parent Conferences

If parent-teacher conferences are held outside of the regular contract day, each building advisory committee will be responsible for determining the Parent Conference schedule in the spring of the previous school year. The date of the Parent Conferences will be announced on or before the building's annual fall open house.

ARTICLE X

10.00 WORK YEAR AND WORK DAY

10.01 Teacher Year

The school year shall consist of 183 work days as follows:

- A. Up to two (2) days shall be used for parent-teacher conferences.
- B. Staff development days as approved by the Bellbrook-Sugarcreek Board of Education.
- C. Parent/teacher conference days shall be scheduled within each building to accommodate individual building differences. The plan shall be mutually developed by both the Association and the Administration.
- D. When the school calendar has three (3) days prior to the first student day, the first day of the school year shall be a teacher workday. Building level administration shall be allotted a maximum of 90 minutes for building level meetings, but district/building administrators will not otherwise require teachers to attend professional development or meetings on this date.
- E. District and Building administrators shall determine how any additional, scheduled pre-student days are utilized at the beginning of each school year.
- F. Effective beginning in the 2025-26 school year, the first day back from winter break shall be a non-student day, with building administration allotted no more than 90 minutes for building level meetings or professional development. The Board will not reduce the winter break to schedule this teacher work day.
- G. The last day of the school year shall be for check-out purposes and general teachers' meetings.
- H. At the end of this contract period, Section 10.01 will revert to the contract language from the 2021-24 contract and be further discussed at the next contract negotiations.

10.02 Calamity Days

In situations where the school day has started, but due to weather conditions or other calamity, the Superintendent dismisses school early, the teachers may leave after the students have left, unless directed to stay by supervisory administration.

10.03 Work Days

The teacher day shall not exceed seven and one-half (7 ½) clock hours inclusive of lunch. Each teacher of grades 6 to 12 shall be afforded at least one period of planning time daily. Grades K to 5 will have at least twenty-five (25) consecutive minutes of planning time daily, with a minimum of 200 minutes of planning time per week.

10.04 Meetings

One regular full faculty meeting may be scheduled each month not to exceed 30 minutes beyond the regular work day. If a meeting must be held during the teacher's assigned class, the teacher will be notified in advance of the nature of the meeting in order to prepare for the meeting and make

plans for the assigned class that will be missed. If full faculty meetings are outside of the regular contract day, each building advisory committee will be responsible for determining the full faculty meeting schedule in the spring of the previous school year. The date of the full faculty meetings will be announced on or before the building's annual fall open house.

10.05 School Calendar

10.051 The Superintendent provides the Association two (2) calendar options by December 1st of each year. The Association shall have the right to submit a suggested third option calendar to the Superintendent for consideration within twenty (20) days of receipt. Following receipt by the Association, the Association shall return its preference in writing to the Superintendent by mid-January. Such preference shall indicate the number of Association members voting in favor of the various calendar options.

10.052 The Board will adopt a one-year calendar two years in advance.

10.06 Uninterrupted Lunch

No teacher shall be assigned any duty or be required to attend meetings during the teacher's uninterrupted 30-minute lunch time.

10.07 Report Cards

Notwithstanding anything contained in this contract to the contrary, grades shall not be required to be submitted any sooner than three (3) school days after the end of the quarter.

ARTICLE XI

11.00 WORKING CONDITIONS

11.01 Class Size

It shall be the policy of the Board to maintain class sizes at reasonable levels in all cases where space and finances permit. For the purpose of defining reasonable class size, the minimum standards as approved by the State Board of Education shall prevail.

11.02 Evaluations

A. Evaluations of teachers will be conducted in accordance with Ohio law, the standards-based, statewide teacher evaluation framework adopted by the State Board of Education, and the policy of the Bellbrook-Sugarcreek Board of Education.

Instructional and Performance Expectations shall not be applicable to counselors, nurses, athletic directors or other individuals that do not teach in a classroom and who are certified/licensed.

B. Evaluation of teachers will be conducted by credentialed Administrators/Supervisors only or as required by the state. The evaluator shall not be a bargaining unit member.

C. Evaluations should be a cooperative and continuous process undertaken to improve the quality of instruction and to facilitate professional growth of the individual.

- D. Observation and Evaluation Dates and Forms:
- i. If required by OTES, informal walkthroughs will occur over two semesters and be unannounced.
 - ii. If required by OTES, there will be at least two observations of at least 30 minutes (at least one per semester), with the first observation to be completed no later than January 15, with the results to be provided to the teacher no later than ten (10) working days after each observation from the day the teacher provides the administrator the post-conference form. A minimum of three observations will be required for each teacher who is under consideration for nonrenewal pursuant to R.C. 3319.111(E)(1).
 - iii. There also will be at least 4 weeks between each observation unless the circumstances in a given semester make these observation timelines infeasible.
 - iv. Observation dates and times shall be agreed upon between the evaluator and the teacher. If a date cannot be agreed upon after 2 attempts via email by the Principal/Supervisor, the evaluator shall then be able to schedule an observation at their discretion. The teacher has five (5) working days after each attempt to respond to the scheduling request.
 - v. A pre-conference and post-conference will be held with the evaluator, unless mutually agreed upon to not meet. Any teacher can request a representative at the pre-conference or post-conference of the evaluation.
 - vi. The teacher shall complete the Pre-Conference Form and Post-Conference Form for each scheduled observation, with the forms to be agreed upon by the evaluation committee.
 - vii. If deficiencies are noted by the evaluator after a scheduled observation, the teacher may request an additional observation, which shall be conducted before the final evaluation is complete.
 - viii. All final teacher evaluations will be completed by May 1 of the school year in which they are conducted.
 - ix. Each teacher evaluated will be provided with a written or electronic copy of the evaluation results by May 10.
 - x. Teachers may complete a rebuttal form to be attached to the evaluation that is to be uploaded through OhioES.
- E. Evaluations will be considered when making retention and promotion decisions.
- F. The Board of Education will provide professional development and growth opportunities in accordance with Ohio law and regulations.
- G. Teachers shall not have the right to file a grievance over the evaluator's specific scores assigned in the evaluation rubric.
- H. Teacher Evaluation Committee
- An evaluation committee will be established with no more than four (4) bargaining unit members, with one from each building, selected by the union, as well as four (4) administrators to be selected by the Superintendent. The purpose of the committee will be

to: (1) select the evaluation forms described herein and based upon the OTES model; (2) review current evaluation criteria; and (3) discuss any changes to the guidelines from the Ohio Department of Education for teacher evaluations. If a current bargaining unit member position is vacated during this process, a new bargaining unit member shall be appointed by the Association President from that building.

11.03 Inclusion

- A. The term “inclusion” shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom.
- B. The principals have the discretion to give teachers who have students on IEPs reasonable release time to work on such IEP development during the normal work day.
- C. The regular education teacher will not be responsible for any lifting, diapering, or toileting of any student nor the administering of medication or the performing of medical procedures.
- D. Upon request from the inclusion teacher(s), and at the Principal’s discretion, he/she may, if at all possible, grant a common planning time at least once a month for all teachers of included students.

11.04 Occupational Health and Safety

11.041 Report Internally First

Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the teacher within five (5) working days. If the problem is not solved to the teacher’s satisfaction, the teacher may report the problem to the Superintendent and the Superintendent will reply within five (5) working days as to how the alleged problem has or will be solved. If the teacher does not receive notification within five (5) working days, OHSA may be notified.

11.05 Blood-borne Pathogens

A teacher will be given the opportunity to receive Hepatitis B tests/vaccine, and the Board will pay any deductible costs after the teacher’s insurance has been paid the amount covered. The Board will honor the request and pay for any teacher who believes and can substantiate he/she may be in danger and requests the Hepatitis B tests/vaccine.

The Board will make an effort to protect the teachers from exposure to blood-borne pathogens in the work place.

11.06 Sexual Harassment Procedure

Sexual harassment is strictly prohibited.

Sexual harassment is any deliberate, repeated, or unsolicited verbal comment, gesture or physical contact of a sexual nature. This form of misconduct undermines the integrity of the employment relationship. Sexual harassment refers to sexual behavior which is personally offensive, disables morale, creates an intimidating, hostile or offensive working environment and, therefore, interferes

with the work effectiveness of victims, co-workers, and students. Sexual harassment also occurs when a teacher suffers a tangible job detriment in retaliation for refusing to submit to sexual demands.

The following procedure for processing sexual harassment complaints shall be used:

1. Any teacher who believes that he/she is the object of sexual harassment shall bring such behavior to the immediate attention of his/her Principal. Should the teacher's Principal be the alleged harasser, the complaint shall be brought to the immediate attention (no more than two (2) working days) of the Superintendent and any Member of the Board whom the teacher chooses.
2. Complaints by the alleged victim shall be reduced to writing within five (5) working days after being reported in accordance with paragraph 1 and shall contain sufficient specificity to enable the Employer to investigate.
3. Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate. All the circumstances shall be considered in determining whether or not sexual harassment has occurred.

11.07 Bullying and Harassment

Any teacher who believes that he/she is the object of bullying or harassment shall follow Board policy for reporting such behavior. Should the teacher's Principal be the alleged bully/harasser, the complaint shall be brought to the immediate attention (no more than two (2) working days) of the Superintendent or any Member of the Board whom the teacher chooses.

Complaints shall be processed and investigated in such confidence as is commensurate with the Employer's right and duty to investigate and in accordance with Board policy.

11.08 Online Compliance Training

All state and district-mandated tutorials, videos, etc. shall be listed and given out to staff as soon as they are made available to administration or within a reasonable amount of time so that teachers can determine their own schedules to ensure completion by the designated times.

ARTICLE XII

12.00 REDUCTION IN FORCE

12.01 Reasons for Reduction in Force

- Decrease in pupil enrollment.
- Suspension of schools or territorial changes affecting the school district.
- Financial reasons.

12.02 Procedure

Having made a determination that a reduction in staff and the suspension of on or more contracts is necessary, the Superintendent may cause notice to be given to the affected teacher(s) as soon as practicable. In any event, notice shall be given to the teacher(s) prior to recommendation of such action to the Board.

The association president will be notified of the reasons for the RIF and of the positions being considered for possible elimination for the following year by April 30 or earlier.

In the event that staff reductions and subsequent suspension of contract(s) becomes necessary, the Association shall receive, along with all teachers to be reduced, a seniority list by tenure, including each teacher's area(s) of certification.

All suspension of contracts pursuant to this policy shall be made as follows.

- A. The Board shall proceed to suspend contracts in accordance with the provisions of O.R.C. §3319.17 in this order:
 1. First, the Board shall accomplish any necessary reductions in staff through attrition (i.e. retirement, voluntary resignation, etc.), before any suspension of contracts.
 2. Second, limited contract or non-tenured teachers shall be reduced first utilizing the following order:
 - a. Certification/Licensure within affected teaching field,
 - b. Consideration of performance evaluations.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
 3. Third, should the necessary reduction of staff exceed the number of limited contract teachers in the affected field, only then shall tenured continuing teachers be reduced by utilizing the following order:
 - a. Certification/Licensure within the affected teaching field.
 - b. Consideration of performance evaluations.

- c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- 4. A list of the specific order of reductions in each area of certification/licensure shall be maintained for recall purposes.

12.03 Seniority Defined

- A. The Superintendent shall prepare a seniority list for the bargaining unit indicating the type of contract, the date of hire, and the area(s) of certification/licensure for each bargaining unit member. The list shall begin with the most senior teacher with a continuing contract and proceed to the least senior teacher with a limited contract.

Seniority shall be based on the following criteria:

- (1) Teachers with continuing contracts will be listed by length of continuous service with the district commencing from each teacher's date of hire under a regular contract.
- (2) Teachers with limited contracts will follow continuing contract teachers and will be listed by the length of continuous service with the district commencing with each teacher's date of hire.
- (3) Seniority for part-time teachers shall be calculated by converting accumulated working hours into teaching days and/or years as defined by the terms of this agreement.
- (4) Time spent on approved leaves of absence or any other Board approved leave shall not constitute a break in continuous service but will not increase it except for military leave. A teacher's seniority shall be broken upon termination or nonrenewal of contract.
- (5) In the event that two (2) or more teachers have the same date of hire and hold the same type of contract, the following procedure will prevail:

Seniority shall be defined as the continuous service of employment with the District as a teacher, beginning with the day the teacher was employed by official action of the Board. In the event that seniority is identical, then the highest degree held shall prevail. If seniority is still equal, then the total number of credits shall prevail. Continuous employment for the purpose of this section shall include:

- a. All Board approved leaves of absence for illness or other disability granted pursuant to R.C. 3319.13.
- b. All time during suspension if the teacher is later reinstated.
- B. The association president shall be provided with a copy of the seniority list by November 15 of each school year. Any teacher who objects to the seniority list must notify the association president and the Superintendent of the objection in writing within thirty (30) days after the list is shared. Otherwise, any objection to the list is posted shall be waived until the seniority list is posted during the next school year. The Superintendent shall

investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated seniority list immediately.

12.04 Bumping Rights

Bumping rights shall accrue to all teachers within their respective contract status groups defined as either limited or continuing, but in no event shall a non-tenured teacher exercise bumping rights over tenured teachers. The right to bump shall be limited to area(s) of teacher certification/licensure and only after the certification, evaluation (2) and seniority order has been followed under Section 12.02 Procedure.

Bumping rights shall be defined as that process by which areas of certification/licensure are applicable to the extent a teacher may move from one area to another until he/she is either the most junior and will be suspended or causes a more junior teacher to become suspended who in turn has exhausted all other areas of his/ her certification/licensure. When a reduction in force creates a situation that a teacher contract may be suspended, such potentially suspended teacher(s) shall have certain rights as follows.

12.05 Recall Rights

There shall be created a potentially suspended teachers' pool.

The pool shall list all potentially suspended teachers by contract status, certification/licensure area(s), and seniority.

All vacancies occurring during a reduction in force shall be made known to the teachers in the pool.

The teachers in the pool shall have the first opportunity to fill any such vacancies. If the teachers in the pool are unable to fill the vacancies because of inappropriate certification, their contracts shall be suspended. Suspended teachers have recall rights for a period of twenty-four (24) months after Board action on suspension of contract. Suspended teachers who do not respond to recall notice in 10 days of receipt of notice by certified mail shall forfeit all recall rights.

Suspended teachers wish recall shall keep their current address and certifications on file with the Treasurer.

Involuntary transfer may occur if there is no resolution for the filing of vacancies through the method stated herein (refer to Article IX, 9.052, B., Involuntary Transfers).

Teachers whose contracts have been suspended for the reasons set forth in this Article shall have recall rights in the following order:

First, teachers having continuing contracts in the reverse order of layoff by the teacher's area(s) of certification. The first refusal by the teacher to exercise a recall right shall not remove the teacher from the recall list. However, if the teacher refuses to exercise a recall right for a second time, s/he shall be removed from the recall list.

If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled in the reverse order of layoff by area(s) of certification/ licensure. The first refusal to exercise a recall right shall not remove the teacher from the recall list.

The Superintendent shall notify the association president of any recall notice.

12.06 Exclusion

Service rendered beyond the normal work year shall not be considered toward accumulated seniority.

12.07 Group Insurance Option

The suspended teacher may exercise the option of maintain group insurance coverage(s) at the teacher's expense during his/her suspension and if allowable by the insurers under the provision of Article VII, Insurance, for a maximum of two (2) years.

ARTICLE XIII

13.00 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. There shall be one (1) LPDC which shall function on a district wide basis.
- B. There shall be five (5) members of the LPDC; Three (3) teachers (one (1) from the elementary school level, one (1) from the middle school level, and one (1) from the high school level) and two (2) administrators. The SEA shall choose and appoint the teacher members pursuant to Section 3319.22 (c)(3) of the Ohio Revised Code, and the Superintendent shall choose and appoint the administrative members. All members shall be appointed by August 31 of each year.
- C. The LPDC shall elect its officers from among the members of the LPDC.
- D. Meetings of the LPDC shall not be conducted during times scheduled for the teacher's workday.
- E. One teacher member shall serve a three (3) year term and two (2) teachers shall each serve a two (2) year term as designated by the Association in accordance with established guidelines.
- F. The responsibilities of the LPDC shall be as set forth in Section 3319.22 (F)(2) of the Ohio Revised Code and may be set forth by the State Board of Education and approved by the Ohio General Assembly.
- G. The LPDC Standards and Bylaws shall not go into effect until such time as:
 - 1. members of the SEA have voted to accept the Standards and Bylaws.
 - 2. the Board has voted to accept the Standards and Bylaws.
 - 3. any amendments of changes to the LPDC Standards and Bylaws shall be approved pursuant to the procedures set forth above.
- H. The Board shall be responsible for clerical, recordkeeping, and safe records storage for the LPDC.
- I. The LPDC shall work by consensus and LPDC members shall undergo consensus training. In the event that consensus discussions are exhausted, the majority shall rule.

J. Appeal Process

Reconsideration. If an educator disagrees with the LPDC's decision regarding the educators Individual Professional Development Plan, the educator shall be given the opportunity to meet with the LPDC in person to discuss the Individual Professional Development Plan and to discuss his/her case. This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC.

Third Party Review. If, after the reconsideration process has taken place, the LPDC and the educators are still unable to come to agreement, an appeals panel shall review the decision through a due process hearing. The panel will consist of one teacher and one administrator selected from the LPDC and one license/certified educator from the district selected by the appealing educator. These three individuals then function as a panel to hold a due process hearing to review the LPDC decision and either uphold it or overturn it. Any further appeal may be made to the Ohio Department of Education.

K. At the beginning of the school year, the LPDC work on certificate/licensure renewal shall not begin until all LPDC positions are filled.

L. This procedure is not subject to the grievance process.

13.01 Resident Educator Program

- A. The Resident Educator Program is aligned to the state requirements set forth in the Ohio Administrative Code, Section 3301-24-04. The goal of this program is to provide teachers with assistance and suggestions to facilitate success in the classroom. The mentors will follow the state guidelines.
- B. The mentors will be compensated as follows: 1st year resident educator \$1,000.000, 2nd year resident educator \$750.00.
- C. Mentors and Resident Educators will each be granted three (3) days of release time to attend support meetings. Mentors will be provided three half days of release time, during the school year for the purpose of completing classroom observations of resident educators. Mentors will also be required to complete all forms required by the state and/or district.

ARTICLE XIV

14.00 SHARED STAFFING

Shared staffing shall be defined as the duties and responsibilities of one specific teaching assignment being voluntarily shared equally by two employees for a specific length of time. No more than two (2) employees may share a single specific teaching assignment.

- A. Shared staffing shall not be implemented for the purpose of avoiding the filing of a full-time position, to cover work of employees on RIF, not to achieve a reduction of benefits. The two employees shall decide how to divide one (1) health package. The health benefits and such decision will remain in effect for the entire school year.
- B. The decision by the Superintendent or his/her designee to grant or deny a request by an employee for a shared staffing position is final and not grievable. An employee denied a shared staffing assignment shall, upon request have a conference with the Superintendent to review the denial.

ARTICLE XV

15.00 EFFECTS OF CONTRACT

15.01 Provision Contrary to Law

This Collective Bargaining Agreement supersedes and prevails over all statutes of the State of Ohio, except as provided by law.

Should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision or portion thereof, shall be automatically terminated but all other provisions of the Contract shall remain in full force and effect.

At the request of the Association, the parties will meet no later than thirty (30) calendar days after the final determination of unlawfulness, to begin bargaining over its impact and to bring the Contract into compliance.

However, if a regularly scheduled negotiations meeting is more than sixty (60) days away from this contrary to law action, the Superintendent or his/her designee and the SEA President or his/her designee shall meet to form a memorandum of understanding concerning the contrary to law action. Such memorandum is to be in effect until such time as regularly scheduled negotiations take place. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the dispute settlement procedure/contractual found in Article II of the AGREEMENT shall be utilized to resolve the dispute.

15.02 Amendments

The Board and the Association may at any time alter the terms of this Agreement, provided there is mutual agreement to such change.

15.03 Copies of Agreement

The Board shall post copies of the Master Agreement to the secured staff resources page on the district website. Printed copies will be provided upon request.

15.04 Non-Discrimination

The Board and the Association will not discriminate against any teacher on the basis of race, creed, color, age, sex, national origin, handicap, disability, military status, marital status in the application of any provision of this Agreement.

15.05 Academic Distress Commission

ORC 3302.10 shall have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of public instruction to establish an academic distress commission of the district and until the Superintendent of public instruction notifies the district that the district is subject to the provisions of ORC 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this agreement to be reinstituted subject to negotiation.

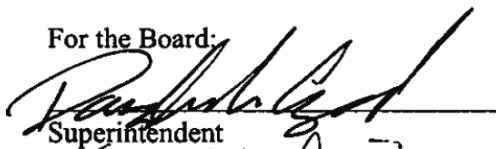
Furthermore, the Association and its members reserve the rights to challenge the constitutionality of 3302.11, either on its face or as applied. The Association and its members also reserve the right to challenge the construction or implementation of ORC 3302.10 or its provisions by the Board, any academic distress commission, any chief executive officer, or any person or entity and/or respect to the provisions of ORC 3302.10.

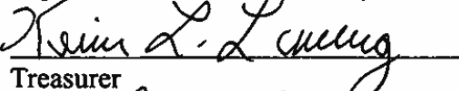
ARTICLE XVI

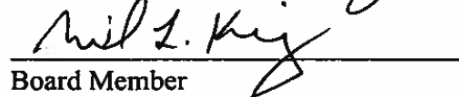
16.00 DURATION OF AGREEMENT

This Agreement shall be effective June 1, 2024 and shall remain in effect through May 31, 2027.

For the Board:


Superintendent

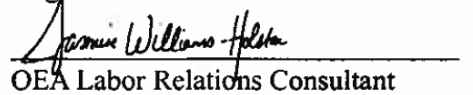

Treasurer


Board Member

For the Union:


Association President


Negotiations Team Member


OEA Labor Relations Consultant

APPENDIX A

GRIEVANCE REPORT

STEP (circle) 1 2 3

I. Name of Aggrieved: _____

II. Grievance Submitted to: _____

III. Date Submitted: _____

IV. Grievance:

V. Relief Sought:

VI. Signature of Aggrieved: _____

VII. Date Received: _____

By: _____

VIII. Disposition of Arbitrator (Step 3 only):

APPENDIX B

BELLBROOK-SUGARCREEK SCHOOL DISTRICT

APPLICATION FOR APPROVAL OF COLLEGE TUITION REIMBURSEMENT

I am requesting reimbursement for the following courses(s) for hours that lead to an advanced degree or credit for individual improvement in the field of education. Coursework must have been successfully completed between September 1 of last year and August 30 of this school year. I understand that I must complete this form, attach official transcript(s) or transcript forwarded to the district via email through university clearinghouse, and proof of payment for approval of the superintendent by October 1. *Approved reimbursements will be made in November.* For details, see item 6.08, Tuition Reimbursement, in the Master Agreement.

Course Name & Number	Semester/Quarter Hours	Term/Year

Total Semester/Quarter Hours - Maximum 2 semester at \$500 each or 3 quarter hours at \$333 each

Total for Reimbursement - Maximum \$ 1,000.00

Semester Hours _____ x \$ _____ = \$ _____

Quarter Hours _____ x \$ _____ = \$ _____

I understand that the amount of my tuition reimbursement is based on the receipt I provide to the district indicating fees paid for the coursework listed above. The amount I receive is a reimbursement only.

Staff Member

Building

Signature

Date requested

Superintendent

Date approved

Copies: White - Treasurer
Yellow - Personnel file
Pink - Employee (upon approval)

Form: CO-0290 (rev. 3/2017)

APPENDIX C

BELLBROOK-SUGARCREEK SCHOOL DISTRICT

**APPLICATION FOR APPROVAL OF HOURS
NOT IN CURRENT TEACHING FIELD**

Request permission to take the following course(s) for hours that lead to an advanced degree or credit for individual improvement in the area of education. I understand that I must secure approval of the superintendent prior to enrolling in the course if I intend to apply the credit toward reimbursement.

Course Name & Number	Semester/Quarter Hours

University	Term/Year

Staff member signature

Date requested

Superintendent's signature

Date approved

Copies: Yellow - Personnel file
Pink - Employee (upon approval)

Form: CO-0310

APPENDIX D

APPENDIX E

BELLBROOK-SUGARCREEK SICK LEAVE FUND DONATION FORM

To be eligible to donate up to three (3) days, a teacher must have accumulated and maintained 90 days of sick leave in the prior year. Donations must be made annually before September 30.

Name: _____ Date: _____

Position: _____

I agree to donate one (1) day, two (2) days, or three (3) days to the Sick Leave Fund, as per Article VIII (8.015) (circle correct number of days to donate) -

Signature

Date

FORM: TO-0310

BELLBROOK-SUGARCREEK SICK LEAVE FUND APPLICATION

Applicant Name _____ Date _____
(please print)

Persons eligible for the sick leave fund are those individuals who have depleted all of their available sick leave/personal leave.

The teacher may apply for a gift of sick leave days.

Number of Days Requested _____

Reason(s) for application:

All applications must be approved by the Association President and the Superintendent.

Applicant's Signature

Date

Association President

Superintendent

Date: _____ Approved: _____ Denied: _____

APPENDIX F

(Informational)

SUMMARY OF FAMILY MEDICAL LEAVE ACT

1. To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately proceeding the date on which the FMLA leave would begin the rolling year.
2. Leave Provisions
 - A. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's son or daughter, and to care for the newborn child; (II) The placement with the employee of a son or daughter for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job. A year is based on the rolling year beginning with the last day of one leave to the first day of another leave.
 - B. FMLA is in addition to any leaves mentioned in this Agreement. FMLA may be taken separately or concurrently with other unpaid leaves in this Agreement.
 - C. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty (30) days' notice of the birth or placement if possible, or as much notice as possible, if less than thirty (30) days.
 - D. FMLA leave taken for reason (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.
3. Protection of employment and insurance
 - A. The board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave, if the position is available; if not, the employee will be assigned to a similar position. An employee who does not return to work upon the expiration of FMLA leave shall notify the Superintendent in writing of the need to be on unpaid leave for no more than one additional month. Additional unpaid leave may be requested on a month-to-month basis. Failure to notify the employer or return after requested extension of leave shall constitute termination of employment.
 - B. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave. The premium portion of the insurance is payable by the employee one month in advance on the first day of the month.
 - C. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.
4. The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reason (III) or (IV). Such certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition. This section shall be uniformly applied. The Board may also require an employee to provide medical certification from a licensed physician that the employee is capable of returning to work at the conclusion of the FMLA.

APPENDIX G

Sugarcreek Education Association, et al vs. Board of Education,
Sugarcreek Local School District
(C.P. Greene Case No. 91 CB 604)

1992 MAR 12 AM 57
FILED
CLERK
WILLIAM F. SCHEMER
COMM. CLERK
GREENE COUNTY COURT
VENIA, OHIO 43085

IN THE COMMON PLEAS COURT OF GREENE COUNTY, OHIO
CIVIL DIVISION

SUGARCREEK EDUCATION
ASSOCIATION, et al

Plaintiffs

CASE NO. 91 CV 604

vs.

BOARD OF EDUCATION,
SUGARCREEK LOCAL SCHOOL
DISTRICT

JUDGMENT ENTRY

Defendant

This matter came before the Court on March 12, 1992, upon the Verified Complaint and Answer, Plaintiff's Motion for a Preliminary Injunction and Application for Hearing on the Merits, Defendant's Memorandum Contra and the Stipulations of the Parties. The parties agree that the case is in a posture where the Court can issue a decision based upon the pleadings and evidence before it. The Court recognizes the expectation of privacy of teachers in the Sugarcreek Local School District in information hereinafter set forth, while at the same time recognizing that the wages, salaries and fringe benefits of such teachers maintained in the records of the Sugarcreek Local School District are plainly public records as that term is defined by R.C. 149.43.

Based upon the foregoing, and in consideration thereof,
IT IS HEREBY ORDERED that the Sugarcreek Local School

FOR YOUR INFORMATION

WILLIAM F. SCHEMER
PROSECUTING ATTORNEY
GREENE COUNTY
COURTHOUSE
VENIA, OHIO 43085

District Board of Education, its officers, employees, agents, successors and assigns are hereby restrained from disclosing to the public or considering as public information pursuant to R.C. 149.43 the following data maintained by it for teachers in its employ:

1. Social security numbers,
2. Unpublished telephone numbers upon notice by the teacher to Defendant that he/she does not want the telephone number disclosed to the public,
3. Marital status,
4. Identification of tax sheltered annuity companies to whom individual teachers contribute a portion of their earned salaries,
5. Amount of individual teacher contribution of earned income to identified tax sheltered annuity companies,
6. Identification of credit unions to whom individual teachers contribute a portion of their earned salaries,
7. Amount of individual teacher contribution of earned income to identified credit unions.


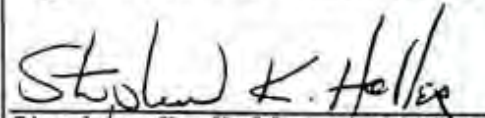
IT IS FURTHER ORDERED that nothing contained herein will restrict or in any way impede the ability of Defendant to disclose to the public, upon request, any wage, salary or fringe benefit which it pays to teachers employed by it.

WILLIAM E. SCHENCE
PROSECUTING ATTORNEY
CREINE COUNTY
COURTHOUSE
XENIA, OHIO 45385
879-5700
376-5250

IT IS SO ORDERED.


M. DAVID REID, Judge

APPROVED:


David G. Latanick (001036)
Cloppert, Portman, Sauter,
Latanick & Foley
225 East Broad Street
Columbus, OH 43215
Telephone: (614) 461-4455
Attorney for Plaintiffs
Sugarcreek Education Association, et al
Stephen K. Haller (0009172)
Civil Division Director
Greene County Prosecutor's Office
Greene County Courthouse
Xenia, OH 45385
Counsel for Defendant
Board of Education
Sugarcreek Local School District

APPENDIX H

COBRA RIGHTS Employees who leave employment, are suspended on reduction in force or terminated and the spouses or dependents of deceased, divorced or legally separated employees may elect to continue the employer-provided medical benefits at the employer's group rate plus two percent (2%) for eighteen (18) or thirty-six (36) months, depending upon the situation, according to federal COBRA law, after leaving employment in the district.

APPENDIX G

2024-2025 TEACHER SALARY SCHEDULE (2%)

STEP	NON	NON \$	BA	BA \$	BA+150	BA+150 \$	MA	MA \$	MA+15	MA+15 \$	MA+30	MA+30 \$
0	0.8650	\$ 37,077	1.0000	\$ 42,864	1.1010	\$ 47,193	1.1515	\$ 49,358	1.2020	\$ 51,523	1.2525	\$ 53,687
1	0.9000	\$ 38,578	1.0505	\$ 45,029	1.1515	\$ 49,358	1.2020	\$ 51,523	1.2525	\$ 53,687	1.3030	\$ 55,852
2	0.9350	\$ 40,078	1.1010	\$ 47,193	1.2020	\$ 51,523	1.2525	\$ 53,687	1.3030	\$ 55,852	1.3535	\$ 58,016
3	0.9700	\$ 41,578	1.1515	\$ 49,358	1.2525	\$ 53,687	1.3030	\$ 55,852	1.3535	\$ 58,016	1.4040	\$ 60,181
4	1.0400	\$ 44,579	1.2020	\$ 51,523	1.3030	\$ 55,852	1.3535	\$ 58,016	1.4040	\$ 60,181	1.4545	\$ 62,346
5	1.0400	\$ 44,579	1.2525	\$ 53,687	1.3535	\$ 58,016	1.4040	\$ 60,181	1.4545	\$ 62,346	1.5050	\$ 64,510
6	1.0400	\$ 44,579	1.3030	\$ 55,852	1.4040	\$ 60,181	1.4545	\$ 62,346	1.5050	\$ 64,510	1.5555	\$ 66,675
7	1.0400	\$ 44,579	1.3535	\$ 58,016	1.4545	\$ 62,346	1.5050	\$ 64,510	1.5555	\$ 66,675	1.6060	\$ 68,840
8	1.0400	\$ 44,579	1.4040	\$ 60,181	1.5050	\$ 64,510	1.5555	\$ 66,675	1.6060	\$ 68,840	1.6565	\$ 71,004
9	1.0400	\$ 44,579	1.4545	\$ 62,346	1.5555	\$ 66,675	1.6060	\$ 68,840	1.6565	\$ 71,004	1.7070	\$ 73,169
10	1.0400	\$ 44,579	1.5050	\$ 64,510	1.6060	\$ 68,840	1.6565	\$ 71,004	1.7070	\$ 73,169	1.7575	\$ 75,333
11	1.0400	\$ 44,579	1.5555	\$ 66,675	1.6565	\$ 71,004	1.7070	\$ 73,169	1.7575	\$ 75,333	1.8080	\$ 77,498
12			1.6060	\$ 68,840	1.7070	\$ 73,169	1.7575	\$ 75,333	1.8080	\$ 77,498	1.8585	\$ 79,663
13			1.6060	\$ 68,840	1.7575	\$ 75,333	1.8080	\$ 77,498	1.8585	\$ 79,663	1.9090	\$ 81,827
14			1.6060	\$ 68,840	1.8080	\$ 77,498	1.8585	\$ 79,663	1.9090	\$ 81,827	1.9595	\$ 83,992
15			1.6060	\$ 68,840	1.8585	\$ 79,663	1.9090	\$ 81,827	1.9595	\$ 83,992	2.0100	\$ 86,157
16			1.6565	\$ 71,004	1.9090	\$ 81,827	1.9595	\$ 83,992	2.0100	\$ 86,157	2.0605	\$ 88,321
17			1.7070	\$ 73,169	1.9595	\$ 83,992	2.0100	\$ 86,157	2.0605	\$ 88,321	2.1110	\$ 90,486
18			1.7575	\$ 75,333	2.0100	\$ 86,157	2.0605	\$ 88,321	2.1110	\$ 90,486	2.1615	\$ 92,651
21			1.8080	\$ 77,498	2.0605	\$ 88,321	2.1110	\$ 90,486	2.1615	\$ 92,651	2.2120	\$ 94,815
24			1.8585	\$ 79,663	2.1110	\$ 90,486	2.1615	\$ 92,651	2.2120	\$ 94,815	2.2625	\$ 96,980
26			1.9090	\$ 81,827	2.1615	\$ 92,651	2.2120	\$ 94,815	2.2625	\$ 96,980	2.3130	\$ 99,144
28			1.9595	\$ 83,992	2.2120	\$ 94,815	2.2625	\$ 96,980	2.3130	\$ 99,144	2.3635	\$ 101,309
30			2.0100	\$ 86,157	2.2625	\$ 96,980	2.3130	\$ 99,144	2.3635	\$ 101,309	2.4140	\$ 103,474

2025-2026 TEACHER SALARY SCHEDULE (2%)

STEP	NON	NON \$	BA	BA \$	BA+150	BA+150 \$	MA	MA \$	MA+15	MA+15 \$	MA+30	MA+30 \$
0	0.8650	\$ 37,820	1.0000	\$ 43,722	1.1010	\$ 48,138	1.1515	\$ 50,346	1.2020	\$ 52,554	1.2525	\$ 54,762
1	0.9000	\$ 39,350	1.0505	\$ 45,930	1.1515	\$ 50,346	1.2020	\$ 52,554	1.2525	\$ 54,762	1.3030	\$ 56,970
2	0.9350	\$ 40,880	1.1010	\$ 48,138	1.2020	\$ 52,554	1.2525	\$ 54,762	1.3030	\$ 56,970	1.3535	\$ 59,178
3	0.9700	\$ 42,410	1.1515	\$ 50,346	1.2525	\$ 54,762	1.3030	\$ 56,970	1.3535	\$ 59,178	1.4040	\$ 61,386
4	1.0400	\$ 45,471	1.2020	\$ 52,554	1.3030	\$ 56,970	1.3535	\$ 59,178	1.4040	\$ 61,386	1.4545	\$ 63,594
5	1.0400	\$ 45,471	1.2525	\$ 54,762	1.3535	\$ 59,178	1.4040	\$ 61,386	1.4545	\$ 63,594	1.5050	\$ 65,802
6	1.0400	\$ 45,471	1.3030	\$ 56,970	1.4040	\$ 61,386	1.4545	\$ 63,594	1.5050	\$ 65,802	1.5555	\$ 68,010
7	1.0400	\$ 45,471	1.3535	\$ 59,178	1.4545	\$ 63,594	1.5050	\$ 65,802	1.5555	\$ 68,010	1.6060	\$ 70,218
8	1.0400	\$ 45,471	1.4040	\$ 61,386	1.5050	\$ 65,802	1.5555	\$ 68,010	1.6060	\$ 70,218	1.6565	\$ 72,425
9	1.0400	\$ 45,471	1.4545	\$ 63,594	1.5555	\$ 68,010	1.6060	\$ 70,218	1.6565	\$ 72,425	1.7070	\$ 74,633
10	1.0400	\$ 45,471	1.5050	\$ 65,802	1.6060	\$ 70,218	1.6565	\$ 72,425	1.7070	\$ 74,633	1.7575	\$ 76,841
11	1.0400	\$ 45,471	1.5555	\$ 68,010	1.6565	\$ 72,425	1.7070	\$ 74,633	1.7575	\$ 76,841	1.8080	\$ 79,049
12			1.6060	\$ 70,218	1.7070	\$ 74,633	1.7575	\$ 76,841	1.8080	\$ 79,049	1.8585	\$ 81,257
13			1.6060	\$ 70,218	1.7575	\$ 76,841	1.8080	\$ 79,049	1.8585	\$ 81,257	1.9090	\$ 83,465
14			1.6060	\$ 70,218	1.8080	\$ 79,049	1.8585	\$ 81,257	1.9090	\$ 83,465	1.9595	\$ 85,673
15			1.6060	\$ 70,218	1.8585	\$ 81,257	1.9090	\$ 83,465	1.9595	\$ 85,673	2.0100	\$ 87,881
16			1.6565	\$ 72,425	1.9090	\$ 83,465	1.9595	\$ 85,673	2.0100	\$ 87,881	2.0605	\$ 90,089
17			1.7070	\$ 74,633	1.9595	\$ 85,673	2.0100	\$ 87,881	2.0605	\$ 90,089	2.1110	\$ 92,297
18			1.7575	\$ 76,841	2.0100	\$ 87,881	2.0605	\$ 90,089	2.1110	\$ 92,297	2.1615	\$ 94,505
21			1.8080	\$ 79,049	2.0605	\$ 90,089	2.1110	\$ 92,297	2.1615	\$ 94,505	2.2120	\$ 96,713
24			1.8585	\$ 81,257	2.1110	\$ 92,297	2.1615	\$ 94,505	2.2120	\$ 96,713	2.2625	\$ 98,921
26			1.9090	\$ 83,465	2.1615	\$ 94,505	2.2120	\$ 96,713	2.2625	\$ 98,921	2.3130	\$ 101,129
28			1.9595	\$ 85,673	2.2120	\$ 96,713	2.2625	\$ 98,921	2.3130	\$ 101,129	2.3635	\$ 103,337
30			2.0100	\$ 87,881	2.2625	\$ 98,921	2.3130	\$ 101,129	2.3635	\$ 103,337	2.4140	\$ 105,545

2026-2027 TEACHER SALARY SCHEDULE (2%)

STEP	NON	NON \$	BA	BA \$	BA+150	BA+150 \$	MA	MA \$	MA+15	MA+15 \$	MA+30	MA+30 \$
0	0.8650	\$ 38,576	1.0000	\$ 44,596	1.1010	\$ 49,100	1.1515	\$ 51,352	1.2020	\$ 53,604	1.2525	\$ 55,856
1	0.9000	\$ 40,136	1.0505	\$ 46,848	1.1515	\$ 51,352	1.2020	\$ 53,604	1.2525	\$ 55,856	1.3030	\$ 58,109
2	0.9350	\$ 41,697	1.1010	\$ 49,100	1.2020	\$ 53,604	1.2525	\$ 55,856	1.3030	\$ 58,109	1.3535	\$ 60,361
3	0.9700	\$ 43,258	1.1515	\$ 51,352	1.2525	\$ 55,856	1.3030	\$ 58,109	1.3535	\$ 60,361	1.4040	\$ 62,613
4	1.0400	\$ 46,380	1.2020	\$ 53,604	1.3030	\$ 58,109	1.3535	\$ 60,361	1.4040	\$ 62,613	1.4545	\$ 64,865
5	1.0400	\$ 46,380	1.2525	\$ 55,856	1.3535	\$ 60,361	1.4040	\$ 62,613	1.4545	\$ 64,865	1.5050	\$ 67,117
6	1.0400	\$ 46,380	1.3030	\$ 58,109	1.4040	\$ 62,613	1.4545	\$ 64,865	1.5050	\$ 67,117	1.5555	\$ 69,369
7	1.0400	\$ 46,380	1.3535	\$ 60,361	1.4545	\$ 64,865	1.5050	\$ 67,117	1.5555	\$ 69,369	1.6060	\$ 71,621
8	1.0400	\$ 46,380	1.4040	\$ 62,613	1.5050	\$ 67,117	1.5555	\$ 69,369	1.6060	\$ 71,621	1.6565	\$ 73,873
9	1.0400	\$ 46,380	1.4545	\$ 64,865	1.5555	\$ 69,369	1.6060	\$ 71,621	1.6565	\$ 73,873	1.7070	\$ 76,125
10	1.0400	\$ 46,380	1.5050	\$ 67,117	1.6060	\$ 71,621	1.6565	\$ 73,873	1.7070	\$ 76,125	1.7575	\$ 78,377
11	1.0400	\$ 46,380	1.5555	\$ 69,369	1.6565	\$ 73,873	1.7070	\$ 76,125	1.7575	\$ 78,377	1.8080	\$ 80,630
12			1.6060	\$ 71,621	1.7070	\$ 76,125	1.7575	\$ 78,377	1.8080	\$ 80,630	1.8585	\$ 82,882
13			1.6060	\$ 71,621	1.7575	\$ 78,377	1.8080	\$ 80,630	1.8585	\$ 82,882	1.9090	\$ 85,134
14			1.6060	\$ 71,621	1.8080	\$ 80,630	1.8585	\$ 82,882	1.9090	\$ 85,134	1.9595	\$ 87,386
15			1.6060	\$ 71,621	1.8585	\$ 82,882	1.9090	\$ 85,134	1.9595	\$ 87,386	2.0100	\$ 89,638
16			1.6565	\$ 73,873	1.9090	\$ 85,134	1.9595	\$ 87,386	2.0100	\$ 89,638	2.0605	\$ 91,890
17			1.7070	\$ 76,125	1.9595	\$ 87,386	2.0100	\$ 89,638	2.0605	\$ 91,890	2.1110	\$ 94,142
18			1.7575	\$ 78,377	2.0100	\$ 89,638	2.0605	\$ 91,890	2.1110	\$ 94,142	2.1615	\$ 96,394
21			1.8080	\$ 80,630	2.0605	\$ 91,890	2.1110	\$ 94,142	2.1615	\$ 96,394	2.2120	\$ 98,646
24			1.8585	\$ 82,882	2.1110	\$ 94,142	2.1615	\$ 96,394	2.2120	\$ 98,646	2.2625	\$ 100,898
26			1.9090	\$ 85,134	2.1615	\$ 96,394	2.2120	\$ 98,646	2.2625	\$ 100,898	2.3130	\$ 103,151
28			1.9595	\$ 87,386	2.2120	\$ 98,646	2.2625	\$ 100,898	2.3130	\$ 103,151	2.3635	\$ 105,403
30			2.0100	\$ 89,638	2.2625	\$ 100,898	2.3130	\$ 103,151	2.3635	\$ 105,403	2.4140	\$ 107,655