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MASTER AGREEMENT

between the

ZANESVILLE EDUCATION ASSOCIATION/OEA/NEA

and the

BOARD OF EDUCATION

of

ZANESVILLE CITY SCHOOLS
ZANESVILLE, OHIO

Effective

August 1, 2024 to July 31, 2027

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JOINT EDUCATIONAL PHILOSOPHY

Recognizing that it is the paramount aim of this school district to provide a quality education for the children of Zanesville,

We do hereby declare that:

The Board of Education, under law, has the final responsibility for:

A. Establishing policies for the district except as limited by this agreement.

B. The Superintendent and his staff have the responsibility for carrying out the policies established.

C. The principals of the school system hold the responsibility for the professional leadership of the several schools, coordinating the activities within the buildings in such a manner that a modern, exemplary educational program is maintained.

D. The professional teaching personnel have the ultimate responsibility for providing the best possible education in the classroom.

Article I
Recognition

1.1 A. The Board of Education, Zanesville City School District, hereinafter "Board", hereby recognizes the Zanesville Education Association, OEA/NEA-Local, hereafter the "Association"/"Union," as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117, Ohio Revised code, for all professional, non-supervisory personnel. The bargaining unit shall include all:

1. Full or part-time classroom bargaining unit members (Pre-school – 12, adult, special, vocational, and auxiliary services)

   a. Full-time: An employee who is employed to perform a full day's work as defined in Article VI for a minimum of 120 days or more in a work year.

   b. Part-time regular: An employee who works less than a full day's and/or full week's work as defined in Article VI on a pro rata basis.

2. School counselors
3. Speech Therapists
4. Library Media Specialists
5. Media and Program Specialists
6. School Nurses

B. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02 and 3319.04 of the Ohio Revised Code. All "administrative personnel" and the following positions shall be specifically excluded from the bargaining unit:

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1. Psychologists
2. Non-Certificated Personnel
3. Certificated Educational Aides
4. Substitutes
5. Attendance Officer
6. JROTC Instructor(s)

1.2 The employer recognizes that the Union representation will include any newly created professional position requiring non-administrative certification in accordance with Section 4117 of the Ohio Revised Code.

Article II
Negotiation Procedure

2.1 The recognition expressed in Article I constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment for members of the bargaining unit.

2.2 Good Faith Negotiations

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or to give reasons as to why the proposal is not acceptable. Good faith requires both parties to recognize negotiations as a shared process for the purpose of attaining agreement.

2.3 Procedure for Conducting Negotiations

A. Parties

Negotiations shall be conducted between authorized representatives of the Board and Association in private session. Said representatives will be known as the negotiation teams. Each party shall be responsible for the selection of its team and shall give its team necessary authority to negotiate in good faith as previously defined. Either team may call upon the use of lay or professional consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

B. Initiating Negotiations

To initiate negotiations, a notice of intent to negotiate shall be submitted by either the President of the Association or the President of the Board to SERB, at least ninety (90) days prior to the termination of the Agreement. The first session shall be within thirty (30) days of actual receipt of the letter. Items may be placed on the agenda after the first session upon mutual agreement of both teams. Following the initial meeting, additional sessions will be arranged at mutually agreed upon times until all issues are resolved.

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2.4 Caucus

The spokesperson of either group may recess his/her group for independent caucus at any time. Each caucus will not exceed thirty (30) minutes, unless mutually agreed upon.

2.5 News Releases

While negotiations are in process, neither party will release specific bargaining proposals to the media or general public prior to impasse. Information shared with the Board or the bargaining unit members should be marked "Confidential." Upon notification of a breach by the other party prior to impasse, it is agreed that each party will reiterate the confidentiality of specific bargaining proposals to its respective constituencies in the interest of good faith bargaining. Thereafter, any news release prepared for the media or general public shall have a copy given to the other party.

2.6 Censor

No reprisals of any kind will be taken by the Board or Association against any person because of his/her participation in the negotiations procedure.

2.7 Information Exchange

Both parties agree to provide to the other requested information pertinent to the issues being negotiated. At any time prior to and during negotiations, either party may request from the other such information as necessary to develop full and complete negotiations proposals. Access to available information in such form as it exists constitutes compliance with this provision. Such information shall be provided within ten (10) working days.

2.8 Reaching Agreement

As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by representatives of both teams indicating tentative agreement. When all items under consideration have been resolved, the Agreement shall be submitted to the Association for their consideration. After ratification by the Association, it shall be submitted to the Board for their consideration at the next regular or special meeting. Both parties agree to abide by the terms and conditions so stated. After ratification by the Association and approval by the Board, the Agreement shall be signed within thirty (30) days or the non-signator will be presumed to have waived signature. The Association will be responsible to advise its members on the terms and conditions of the issues agreed to, as set forth in the Agreement.

2.9 Mediation - Alternative Dispute Settlement Procedure

In the event an agreement is not reached through negotiations after full consideration of proposals and counter proposals, either team may declare impasse. Both parties shall request services of the Federal Mediation and Conciliation Service. In the event that agreement is not reached through mediation by the expiration date of the Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

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Article III
Rights of the Board of Education

3.1 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State and of the United States.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such limitations expressed herein are in conformity with the Constitution and the provisions of the laws of the State and the Constitution and laws of the United States.

3.3 Criminal Background Check

The Board shall conduct a criminal records check of prospective new employees in the manner prescribed by law. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board. The President of the Association will also be notified of the Board's action.

3.4 Notification of Arrest

A bargaining unit member shall notify the Board, via notice to the Superintendent, of the bargaining unit member's arrest, for any offense above a minor traffic violation, within 24 hours of release, and prior to the member's return to work.

Article IV
Rights of the Bargaining Unit Members

4.1 The bargaining unit members hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the law and the Constitution of the State and of the United States including, but without limiting the generality of the foregoing, the right:

A. To participate in activities in the Association such as professional negotiations with the Board and to serve as an officer or representative of the Association. No reprisals of any kind nor any discriminatory actions shall be taken with respect to the terms or conditions of employment of any bargaining unit member or officer or representative in exercising the above rights. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.

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B. To receive written notification and reasons for any administrative conference, no less than one (1) day prior to any said conference except in emergency situations, and to have the privilege of obtaining representation in any disciplinary conference for the benefit of all parties concerned.

C. To initiate grievances and/or proceedings under this Agreement with respect to written terms or conditions of employment as outlined by this Agreement.

D. Unless mandated by state or federal law, only a single personnel file will be kept on an individual bargaining unit member and any material that goes into the file must be signed by the initiating administrator and further will be offered to the teacher for signing. No anonymous documents shall be placed into a personnel file. Any information being added requires notification of the bargaining unit member whose file is being updated. If the bargaining unit member disputes the accuracy, relevance, timeliness, or completeness of information maintained on him/her in the file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board or its designee must make a reasonable investigation to determine if the disputed information complies with the provisions of this Agreement, Board policy, or Ohio Revised Code and present its findings to the parties involved if requested. The bargaining unit member shall have the right to add rebuttal or request a hearing with the Board on any material in this file that he deems incorrect or incomplete. The Board further agrees that any bargaining unit member will have full and complete access to any file being maintained on them and will have the right to one copy per year provided at no cost to the bargaining unit member. After one year from the date that any disciplinary materials are placed into a teacher's file, a teacher may request a review of that information. It is the prerogative of the Superintendent to determine upon such review whether or not the information should be expunged.

E. To invoke assistance of the Association and its affiliates.

F. To his/her own personal and private life which shall have no bearing on his/her being hired or continued employment, unless it adversely affects his/her performance in the classroom. The Board of Education and the Association shall prohibit adverse actions related to employment decisions, the application of any provision of this collective bargaining agreement, the creation and/or application of any Board of Education Policy, and shall prohibit bullying, harassment of any kind, or any other act of discrimination, based upon any of the following: age, race, national origin, disability, religion, gender, gender identity, gender expression, sexual orientation, marital status, veteran status, political affiliation, union membership or activism. Further, all personally identifiable and medical information relating to any of the above shall be considered confidential and will not be released except as required by local, state or federal law.

G. To the assurance that the evaluation of student performance is the responsibility of the bargaining unit member. No change in any grade or test score assigned a student may be made without the prior consent of the bargaining unit member who assigned the grade or score, unless such grades or scores can be shown to be arbitrary or capricious or otherwise incorrect due to technological malfunction. Administration shall notify a bargaining unit member in writing of any administration change to official grades or scores the member has issued.

H. To the ownership of all instructional materials, methods, lesson plans or other creative written work which is created, designed and copyrighted by the bargaining unit member shall remain the property of the bargaining unit member. The District holds the copyright in any such materials made in the course of the bargaining unit member's employment with the Board. The District shall grant each bargaining unit member the non-exclusive right to use such intellectual property in his/her teaching, including in employment in educational settings other than the Zanesville City Schools.

4.2 Academic Freedom

A. Working within the content standards established by the Ohio Department of Education and the approved Board curriculum, academic freedom may be defined as the right to qualified scholars in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. Bargaining unit members should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.

B. However, the application of the principle of academic freedom at the elementary-secondary school level involves considerations that are not always equally present in a college or university setting. The bargaining unit members should take into account the relative immaturity of their students, and the need for guidance and help in studying the issues and arriving at balanced views.

C. While the Board intends to protect bargaining unit members from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

4.3 No reprisals of any kind or discriminatory actions shall be taken with respect to terms or conditions of employment of any bargaining unit member exercising the above rights.

4.4 Payroll Deductions

A. Payroll deductions, other than dues ~~and fair share fees~~ covered elsewhere in this Agreement, shall be made for the following purposes:

1. Credit Union/Banks
2. OEA Fund for Children and Public Education
3. Savings Bonds
4. United Way
5. Academic Fund
6. ZEA Scholarship Fund

B. Such deductions shall be made each pay period and may be changed, added, or dropped at any time. Such changes, additions, or deletions will be turned into the Treasurer's office and will become effective within two (2) pay periods.

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C. Tax Sheltered Annuities

1. Payroll deductions for tax sheltered annuities or other tax-sheltered plans shall be made each pay period per month, and may be changed, added or dropped at any time subject to IRS regulations. This deduction shall be an amount that can be divided into twenty-four (24) pays in equal dollars, no cents, i.e., $50.00 per pay, etc. These changes, additions or deletions will need to be into the Treasurer's office or payroll department at least two (2) weeks before the effective pay date.

2. A minimum participation by five (5) bargaining unit members is required to continue any annuity payroll deduction, except for those annuity plans in effect as of May 20, 1987, for current bargaining unit members. New plans must have a minimnm of fifteen (15) participants.

D. Direct Bank Deposit

Direct deposit via electronic transfer shall be mandatory for all bargaining unit members. Transfers shall be made each pay period and may be added or modified no more than six (6) times a year. Any additions/modifications to transfers/deposits must be made in hard copy in the Treasurer's Office.

A bargaining unit member's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the bargaining unit member's choosing. Appropriate application forms are available in the office of the Treasurer.

4.5 Replacement Checks

Bargaining unit members whose regular paycheck has been lost, destroyed, or otherwise misplaced may receive a replacement check at no charge upon providing a signed affidavit.

4.6 Admission to School Activities

A. Each bargaining unit member shall present his or her school ID badge in order to be admitted, along with one other person, to all Zanesville City School sponsored activities.

B. An employee ID badge will enable a bargaining unit member to purchase season football and basketball tickets for the difference in price between general admission and reserved.

C. Persons charged with the responsibility for the administration of school-sponsored activities may require bargaining unit members to secure such tickets at a pre-designated time and place and with the cooperation of the Association building representatives.

D. Upon retirement, all employees will be eligible to receive one general admission pass to all Zanesville City Schools sponsored activities.

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4.7 Summer School/Extended Programs – Employment

A. When hiring employees for the summer school/extended programs, first consideration will be given to those teachers who were previously employed. Bargaining unit members applying for summer school and extended programs employment shall be selected using the following criteria in the priority listed:

1. Properly certified;
2. Years teaching experience in subject area and/or grade level in the system;
3. Degree;
4. Total teaching experience.
5. Training required by Federal Grants/Other Funding Sources (Including but not limited to: First Aid; Prevention, Recognition and Management of Communicable Diseases; Child Abuse – Recognition and Prevention; and CPR. Training must be provided by approved health organizations/trainers and updated as required by DEW and/or applicable law.)

B. Summer school intervention courses and extended programs will be paid according to amounts stipulated in the grants.

4.8 Complaint Procedure

A. The administration may commence an investigation as to the authenticity of any information related to a complaint from a member of the general public. No such complaint will be placed in any personnel file of a certified member unless:

1. A conference was held including the complainant, the bargaining unit staff member, and the principal or immediate supervisor of the bargaining unit member.

2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the bargaining unit member. Such initialing shall not be construed as agreeing with the document, but only that the bargaining unit member received a copy of the document.

3. In the event a record of the conference held between the complainant, bargaining unit member and immediate supervisor is filed in the bargaining unit member's personnel file, the certified bargaining unit member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the staff member.

B. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a bargaining unit member will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board

consideration of the complaint, then the following procedure shall be implemented:

1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.

2. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved by means of registered mail at least five (5) working days prior to the Board meeting. Notice will be mailed to the last registered address of the bargaining unit member filed with the Board.

3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to attend the executive session and will be allowed to have one (1) representative accompany him/her to the meeting.

4. The Board may excuse all interested parties from the executive session for private consideration of the matter.

5. Resolution by Board action will become a part of the bargaining unit member's file, and the bargaining unit member shall receive a copy of the action. The bargaining unit member may attach an opinion or statement to the filed complaint within ten (10) working days of the bargaining unit member's receipt of the Board action.

C. A certified staff member is entitled to representation at all levels of this procedure.

D. A copy of the Zanesville City Schools Procedures for Implementation of Policies Relating to Equal Education Opportunities will be posted in each building at the beginning of each school year and at any time thereafter when changes in the procedures have been made.

4.9 Job Description

The Board will notify the Association of any changes in current job descriptions or the creation of new job descriptions for position within the bargaining unit. The Board shall provide online computer access to all job descriptions for bargaining unit positions and supplemental positions.

4.10 Chronic Communicable Diseases

No bargaining unit member shall be deprived of any legal rights or rights under this Agreement as a result of a chronic communicable disease.

4.11 Classroom Visitation by a Parent

Classroom visitation will be governed by Board policy 9150. The building principal and the bargaining unit member will arrange a mutually agreed upon time for the visitation with the bargaining unit member within five (5) days. When any school approved

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committee member wishes to visit a classroom, the bargaining unit member shall be given notice on or before the previous school day. This section shall not apply to public visitations to preschool classrooms, which may occur without prior notice to the bargaining unit member.

4.12 Special Inoculations

The Board shall pay any difference between insurance covered cost and the actual cost of any inoculation the Board requires bargaining unit members to receive. If the Board offers mandatory inoculations on-site and a bargaining unit member chooses to go elsewhere for the inoculation, the bargaining unit member shall be responsible for any cost beyond the insurance covered cost.

4.13 County Board Employees

All rights and privileges included in the ZEA Articles of Agreement will apply to those Educational Service Center employees who are presently assigned to the Zanesville City Schools. This includes the provision that the Educational Service Center pay to the employees the difference in cost between the insurance coverage provided by the Zanesville Board of Education and the coverage provided by the Educational Service Center.-

4.14 Seniority

A. Seniority shall be determined by an employee's continuous length of service within the bargaining unit from his/her date of hire.

B. Employees who leave the employ of the District and are re-hired shall begin their seniority when they are re-hired, and any previously accrued seniority as a bargaining unit member in the District shall not count.

C. Bargaining unit members who transfer to, or are hired into non-bargaining unit positions within the District, and then return to the bargaining unit shall begin accruing their seniority on the date the Board takes action to transfer them, or re-hire them back into the bargaining unit. Any previously accrued seniority as a bargaining unit member within the District, or time spent in the employ of the District as a non-bargaining unit member, shall not count.

D. Should two or more individuals be hired into bargaining unit positions at the same Board meeting, then the Board shall determine who is more senior by drawing their names out of a container. The first name drawn shall be considered the most senior, and each subsequent name drawn shall be considered less senior than the previous name drawn. A representative of the Zanesville Education Association, and any affected bargaining unit members, shall be notified of the drawing and be permitted to be present when the Board takes action to determine seniority in this manner.

Article V
Rights of the Association

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5.1 The Board specifically recognizes the right of the Association to invoke assistance of the Ohio Education Association (OEA) or the National Education Association (NEA).

5.2 The Board and the Association will make available on request to each other any and all information, statistics, and records (excluding bargaining unit member personnel records) which either may deem relevant to negotiations, or necessary for the proper enforcement of the Agreement. Privileged information, such as confidential credentials are specifically exempted from review or those items excluded under state or federal privacy acts. When the Association makes such request, the Board shall provide said documents within ten (10) business days when the Board offices are open.

5.3 Association members shall have the right to have their dues deducted in twenty (20) equal payments. Deduction information must be submitted to the treasurer's office by September 15. Dues deduction will begin with the second pay in October.

5.4 Whenever the Board has reached a tentative conclusion to request additional tax millage from the community, it will give notice to the Association Executive Committee of the fact.

5.5 The principal and the Association-Principal Advisory Committee of each school shall meet monthly to discuss school-related matters and/or the implementation of the Agreement. Each committee shall consist of the building principal and up to seven (7) bargaining unit members. Faculty representatives on this committee may volunteer but shall not be required to serve on any other committee. The PAC shall be agenda driven; should there not be any agenda items, there shall not be a meeting in that month. The PAC meetings shall be held during the teacher workday and prior to the monthly SAC meeting. A function of this committee shall be to conduct an annual building evaluation. The annual building evaluation will be conducted as follows:

A. The evaluation criteria shall be presented to the Superintendent Advisory Committee (SAC) by the Association.

B. The agreed-to evaluation criteria will be disseminated by the building principal to the staff.

C. Evaluations will be returned to a person(s) designated by the committee after they are completed by staff.

D. All completed evaluations will be reviewed by the entire committee.

E. A person designated by the committee will prepare a summation of the evaluations for committee review.

F. The committee-prepared summation will be presented to the staff at a faculty meeting by a person(s) selected by the committee prior to the closing of school in the spring of that particular academic year.

5.6 The Association President or designee shall be given the opportunity to address the Board at all meetings.

5.7 The Association shall be given a place on the agenda of building faculty meetings for brief reports and announcements. The Association shall be provided not less than thirty

(30) uninterrupted minutes of time to communicate with bargaining unit members on convocation day. Such time will be provided during the meeting day. However, upon the Association's written request, the time can be scheduled for the end of the meeting day or agenda. All non-bargaining unit members shall excuse themselves during this portion of the convocation day. Any Association representative requested by the Association to be present for this portion of the orientation shall be released from other duties to participate without loss of pay or other benefit.

5.8 The Association shall have the right to utilize school courier for Association business.

5.9 The Association shall have the right to schedule meetings on school property when not in conflict with previously scheduled activities.

5.10 One copy for each school plus three additional copies of the Board agenda shall be provided to the president of the Association at the same time it is provided to members of the Board. In addition, the Board agenda will be put up on the Zanesville City Schools web site prior to each Board meeting. All bargaining unit members shall be electronically notified that the Board agenda has been posted on the web site. A copy of the minutes of each Board meeting shall be provided for the president of the Association or designee free of charge. Supporting material that is provided to the Board at the time the Board agenda is sent shall also be provided to the Association president, provided such supporting material constitutes a public record under the laws of the State of Ohio.

5.11 The Association building representative or his/her designee may use school office equipment and/or audio-visual equipment for Association business when such equipment is not in use.

5.12 An Association-Superintendent Advisory Committee shall be formed. The committee shall meet monthly to discuss school-related matters, such as school calendar, and/or the implementation of this Agreement. Administration shall provide to Association SAC members a draft calendar for their review and comment. It is understood that the Board has the final authority in the adoption of the school calendar. The SAC shall be agenda driven; should there be no agenda items, the SAC will not meet that month. Any building level issues should first be addressed at the PAC level before being presented at the SAC. An equal number of members shall be appointed by the Superintendent and the president of the Association, that number to be agreed to cooperatively between the Superintendent and the Association's president.

5.13 Membership in the Association will be offered on a continuing basis, with those bargaining unit members wishing to discontinue their membership notifying the treasurer and the Association in writing between August 15 and September 15 of the year they wish to disaffiliate. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association.

5.14 The following section shall be in effect if fair share fees are reinstated by the federal government or an ordering body in which the District falls under its jurisdiction. The Board agrees to automatic payroll deductions of a fair share fee as a condition of employment, of an amount not to exceed the total dues of the Association from the pay of all members of the bargaining unit who elect not to become members of the Association, or who elect not to remain members.

A. The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid.

B. Payroll deduction of fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until sixty (60) days subsequent to initial employment.

C. Dues, rates, and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Members of the bargaining unit whose employment commences after the starting date of each year shall have their dues, rates, and fair share fee rates pro-rated for the remainder of the initial year of employment.

D. Procedure for Rebate

1. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

E. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

F. The Board will supply the Association with a list of all employees for whom fair share fees are being deducted and will keep this list up to date.

G. Indemnification

The Association agrees to indemnify the Board for any cost or liability as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer.

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3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose to Association or its affiliates application to file briefs amicus curiae in the action.

4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

5.15 No reprisals of any kind nor any discriminatory actions shall be taken with respect to the terms or conditions or employment of any bargaining unit member or officer or representative in exercising the above rights. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.

5.16 District-wide professional development for the general staff held in the Zanesville City School district, shall be developed by the Professional Development Committee consisting of up to two (2) bargaining unit members from each building, one (1) administrator from each building, and the Director of Instructional Services.

Article VI
Leaves

6.1 Sick Leave

A. Fifteen (15) days sick leave shall be credited annually, as earned, to each bargaining unit member, pro-rated for part-time employees (those employees working less than 30 hours a week). Bargaining unit members who have been employed by the District for less than five (5) years shall be advanced ten (10) days sick leave at the beginning of a contract year. Leaves shall not be granted for less than one-half (½) day units.
After absences of five (5) or more consecutive workdays or twelve (12) total sick days in a contract year that do not otherwise have medical documentation, a doctor's note is required upon return to work.

B. If an emergency day is called during a bargaining unit member's sick leave period, that bargaining unit member will not be charged with a sick day.

C. The total portion of the annual sick leave allowance shall be permitted to accumulate to 300 days.

1. No bargaining unit member shall forfeit accumulated days during approved leaves of absence.

2. Sick leave accumulated prior to leaves of absence shall be credited upon return.

3. Bargaining unit members who have been approved for disability retirement by STRS shall cease to accrue and accumulate any additional sick leave.

D. Annual accumulated sick leave days shall be used for: personal illness, pregnancy, adoption, illness in the family, impending death in the family, death in the family, or exposure to contagious diseases. All bargaining unit members may use their accumulated sick leave allowance as of the first day of their employment year even though they have not been able to report for duty on that day. Members may be entitled to additional paid or unpaid leave in accordance with the sick leave bank or the Family Medical Leave Act (FMLA).

1. While using sick leave days for the purposes of caring for family members, the term "family" shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, immediate relative-in-law (father/mother), grandparents, aunt, uncle, niece, nephew, grandchildren, or a person regularly living in the same household and their family members as defined above, or a person for whom the member is the sole caregiver, guardian, or power of attorney.

2. While using sick leave days for the purposes of grieving a family member, the term “family” shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, immediate relative-in-law (father/mother), grandparents, grandchildren, aunt, uncle, niece, nephew, or a person regularly living in the same household and their family members, or a person for whom the member is the sole caregiver, guardian, or power of attorney as defined above.

3. Any bargaining unit member whose personal illness extends beyond the termination of his accumulated sick leave will, at his written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed two years.

4. For payroll purposes, bargaining unit members shall notify the district of use of sick leave by recording leave in the district’s electronic timekeeping system. If a bargaining unit member uses a sick day with less than 24-hours’ notice, the member shall contact their building administrator, in addition to entering the day in the district’s electronic timekeeping system.

5. Bargaining unit members who become pregnant shall file with the building principal the pregnancy leave request form detailing the period of absence.

6. In the case of adoption, thirty (30) days shall be granted. Adoption leave shall commence with the official date of obtaining custody or prior to receiving custody if necessary in order to fulfill the requirements of adoption. If both parents are employees, said leave shall be granted to

only one parent at a time, except in the case of fulfilling adoption requirements prior to obtaining custody. Such days of absence shall be deducted from the bargaining unit member's sick leave days.

7. Bargaining unit members may apply to the Superintendent to use sick leave in the event of a personal catastrophe.

E. When a bargaining unit member has completed an entire year with perfect attendance, a certificate of perfect attendance shall be awarded and a copy of the certificate placed in the bargaining unit member's personnel file with the bargaining unit member's evaluation. Upon retirement, a bargaining unit member with one or more years of perfect attendance, is entitled to additional days of severance pay governed by Article 19.2. Professional, Association, Public Service and Assault leave days will not be counted as missed days.

F. At the end of every semester, each full-time bargaining unit member will receive a premium for the non-use or limitation of use of sick leave as follows:

Total Days Used	Premium
0	$350
1	$175
2	$100

The premium will be paid with the second pay after the completion of the semester.

Any employee who misses five (5) or more days in any one semester shall not be eligible for this premium payment in the following semester. Absences due to maternity leave, catastrophic illness, jury duty or court appearance pursuant to subpoena shall not count toward the 5 days.

G. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the SBC.

Members may enroll in the Sick Leave Bank during the month of October of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws provided the member has met the requirements of Section 2.a. below. Withdrawals are accepted only during an enrollment period and only upon

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written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

1. The Sick Leave Bank Committee shall be composed as follows:

   a. The Superintendent or his designee.
   b. Four members appointed by the ZEA president.
   c. Association members will serve a term of two (2) years beginning on August 1st of the year appointed. If a member is unable to serve the full term, the ZEA president will appoint another member to finish the term.
   d. The number of terms an Association member may serve on the Sick Leave Bank Committee is unlimited.

   The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

   The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the treasurer.

   Decisions of the SBC are final.

   The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. <u>General Provisions</u>

   a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank that year. In order to be able to contribute to the bank, a member must have one sick leave or personal day accumulated on September 30th.

   b. Allotments will be limited to use for catastrophic personal illness and/or injury and catastrophic illness and/or injury in the family. A doctor's statement is required with the application in order for the request to be considered.

   c. An application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances, and available personal leave days.

   d. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

   e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed 100 workdays in a school year. On a case by case basis and with the approval of the Sick Leave Bank

Committee allotments from the Sick Leave Bank may commence on the sixth consecutive day of absence for which a member has no accumulated sick days.

f. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teacher contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

g. Days may not be received from the Bank for absences 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.

h. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

i. Retirees

Re-hired retired teachers will not be eligible to participate in the Sick Leave Bank.

j. First-year teachers who are members of the sick leave bank are eligible to receive up to a maximum of forty (40) days from the bank.

6.2 Personal Leave

A. All full time bargaining unit members shall be allowed three (3) days of unrestricted absence during each school year without loss of salary to attend to affairs of a personal nature. Leave shall not be granted for less than one-half (½) day units. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. Bargaining unit members who begin work after the close of the first quarter shall receive two (2) days of personal leave during their year of hire. Bargaining unit members who begin work after the close of the third quarter shall receive one (1) day of personal leave during their year of hire.

B. Notification for personal leave should, except in the case of emergencies, be made to the immediate supervisor, principal, or administrative assistant at least twenty-four (24) hours prior to such leave.

C. All unused personal leave days shall be credited to each bargaining unit member's accumulated sick leave days annually with notification via paystub.

D. Emergency Personal Leave will be granted with no advance notice or retroactively when circumstances make such notice impossible.

E. Notwithstanding Section A above, bargaining unit members may roll over up to two (2) unused personal days from prior years, to a maximum accumulation of

five (5) personal days. Any additional unused personal days shall be credited to the member's sick leave per Section 6.2(C). Three (3) additional personal leave days, taken from a bargaining unit member's accumulated sick leave, may be used during a school year for personal leave upon approval of the Superintendent.

F. Except in emergency circumstances, no more than 10% of the bargaining unit members per building may be on personal leave in any one day. In the event that more than 10% of a building schedules a personal day, requests will be approved on a first-come, first-served basis.

6.3 Professional Leave

A. Bargaining unit members shall be allowed days of absence during each school year without loss of salary for the purpose of professional development when approved by the Superintendent. Leave shall not be granted to a bargaining unit member for an event that is not related to their teaching assignment, or to their supplemental position. Leaves shall not be granted for less than half-day units. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. A written professional leave request form must be submitted by the bargaining unit member applying for professional leave together with supporting evidence and should be submitted to the building principal at least one month in advance, when feasible, of the event. Approval for leave submitted outside this timeline shall not be unreasonably withheld.

B. Notification for professional leave should be made to the immediate supervisor, principal, or administrative assistant.

C. The Board will, if provided with receipts showing individual purchases, reimburse out-of-county or overnight meal expenditures up to the following amounts:

Breakfast:	$10.00
Lunch:	$15.00
Dinner:	$25.00

Alcoholic beverages of any type are not permitted to be reimbursed. In-state breakfast and dinners will only be reimbursed if the activity requires the bargaining unit member to be away from home at such normal meal times. If meals are provided as part of the event's registration fee, the Board shall not reimburse the employee separately for any meal purchased.

If a bargaining unit member is on an approved professional leave and fails to attend the professional development event for reasons (excluding reasons outlined in Article 6.1D), the bargaining unit member must reimburse the Board for the costs associated with the bargaining unit member's expenses for the event. If a member fails to attend the event due to a reason set forth in Article 6.1D, the member must present a doctor's note upon return to work in order to be excused from reimbursing the Board the costs of the expenses for the event. If the district has a Calamity Day of a Level 2, or the location of the PD has declared a Level 2 emergency, the member shall not reimburse the District for missing the PD due to

hazardous conditions. However, if the member has chosen to travel to the location the day before, their attendance is expected. If the PD is virtual, the member is expected to attend regardless of weather. Failure to attend will require the member reimburse the District. If the board has paid for a bargaining unit member to attend a professional development event, and the member does not produce proof of attendance at the event following the event. The member will be responsible for reimbursing the Board for the cost of the bargaining unit member's enrollment in the event.

D. Bargaining unit members shall make a reasonable attempt to secure the most economic overnight accommodation possible without sacrificing adequate cleanliness and security. If the bargaining unit member's selected accommodations cost more than accommodations offered by the District, the bargaining unit member shall pay the difference between the member's selected accommodation and the accommodation offered by the District. Desired accommodations shall be presented to the Superintendent's office, or to the direct supervisor, for approval. Approval will not be unreasonably withheld.

6.4 Association Leave

A bargaining unit member who is an official of the Association may be released with pay to attend Association professional meetings, or to conduct Association business. A maximum of thirty (30) days per year will be allowed for such purposes. Association leave will also be granted to any bargaining unit member who the Association President designates as necessary to conduct Association business. Such days shall not be deducted from a bargaining unit member's sick or personal leave. Application for the leave shall be submitted to the Superintendent at least five (5) work days in advance of the day for which released time is requested. The Superintendent may waive this requirement in an emergency. Any expenses incurred other than the cost of the substitute shall be the responsibility of the unit member. Association members may attend non-bargaining and non-governance meetings of OEA, (i.e., IPD conferences) by making requests through the normal professional leave procedures.

6.5 Public Service Leave

Public Service Leave shall be granted to a bargaining unit member reporting for jury duty or when duly subpoenaed to testify in court in a matter in which the bargaining unit member's interest is not adverse to the Board of Education's interest. If a salary is paid for this public service, this money will be turned over to the treasurer and a regular salary check will be issued to the bargaining unit member.

6.6 Assault Leave

Assault leave shall be granted to a bargaining unit member who is absent due to the inability to perform his contractual duties resulting from an assault by an adult or by a student which occurs in performance of his contractual duties. Said assault leave shall commence at the time of injury, and the bargaining unit member shall provide a doctor's note supporting the inability to perform contractual duties within three (3) days of

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beginning the leave. The Board agrees to pay the bargaining unit member full salary until Workers' Compensation arrives and after that will pay the difference in salary for forty (40) days, at which time the extent of disability will be reviewed for recommendation for full salary arrangements. Said leave shall not be charged against either sick leave or personal leave. To the extent permitted by law, upon the bargaining unit member's return to work from assault leave, the offending student shall receive their education and services outside of the member's classroom for at least one (1) day prior to returning to the bargaining unit member's classroom.

6.7 Leave of Absence

A. Unpaid leave of absence may be granted to a veteran bargaining unit member for the following reasons:

1. Professional travel
2. Exchange teaching
3. Illness of member of immediate family
4. Other reasons approved by the Board

B. Unpaid leave of absence may be granted to a bargaining unit member for the following reasons:

1. Child care
2. Adoption

C. A written leave of absence request form must be submitted by the bargaining unit member to the Superintendent.

D. Duration

A leave of absence may not exceed two (2) years, during which time the Board will continue the insurance benefits, if the bargaining unit member wishes to pay the premiums.

E. Reinstatement

The bargaining unit member will be reinstated at the beginning of the next school year in a position for which he/she is certificated at the appropriate salary and experience level on the current salary schedule. When the leave is until the end of the first semester, the bargaining unit member shall be reinstated at the beginning of the second semester to the position previously held at the appropriate salary and experience level on the current salary schedule.

6.8 Educational Leave

A. The purpose of educational leave shall be to provide opportunity for maximal professional improvement. Educational leave shall be available to staff members for formal, full-time study at an accredited college and/or university provided the

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program continues and intent to return is provided to the Superintendent in writing by March 31, of the preceding year.

B. Eligibility for educational leave shall be:

1. An applicant must possess an Ohio teaching certificate and must have acquired five (5) consecutive full years of teaching in this system.

2. Applicants shall not have received an educational leave during the five (5) years immediately preceding any application.

3. Each applicant must agree to return to service in the Zanesville City School district immediately upon termination of educational leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible, or there is mutual agreement to the contrary. A signed agreement shall stipulate that failure of the bargaining unit member to provide the district said service shall result in the obligation to reimburse the district the proportional part of the salary paid him while on educational leave.

4. It is understood that an application must be made to the Superintendent of schools on or before March 31. The application shall be accompanied with a plan for the use of the educational leave which shall be reviewed by the Superintendent.

C. Provided that qualified applicants have come forth, no more than two percent (2%) of the currently employed staff will be recommended. Consideration shall be given to the following:

1. Assured eligibility.

2. The proposed leave's potential for contributing to the Zanesville City School district and the applicant's professional growth.

3. Any other pertinent factors.

D. Compensation shall be as follows:

1. During educational leave, the bargaining unit member shall receive the difference between his salary and that of the bargaining unit member contracted to fill his position during the educational leave.

2. While on educational leave, the Board will continue insurance benefits, if the bargaining unit member wishes to pay the premiums.

E. Miscellaneous Provisions

1. Educational leave may be for a portion of the year, but may not exceed a full school year. It must respect grading periods.

2. A bargaining unit member on educational leave may not deviate from the approved plan except with the written permission of the Superintendent. Any unapproved deviation may result in dismissal.

3. Educational leave will be reviewed by the Superintendent should the grantee be placed on a probationary status by his college or university.

6.9 Family and Medical Leave

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

6.10 The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

6.11 Misuse of any leave may result in disciplinary action as set forth by Article 11.16 of this Agreement.

6.12 Use of Personal Days and Unpaid Leave

When an employee applies for leave, after having exhausted all available accumulated sick days, the Treasurer's Office will notify the employee by email that their personal days, should they have any remaining, will be used. The AESOP manager shall also be notified in order to keep the electronic records available to the employee up-to-date and accurate. An employee shall use all paid leave prior to requesting unpaid leave. It is the responsibility of each member to be knowledgeable of, and accountable for, his/her leave balances.

Article VII
Transfers and Vacancies

7.1 Voluntary Transfers

A. Voluntary transfers shall be defined as bargaining unit member initiated.

B. Bargaining unit members who desire a change in grade or subject assignment or who desire an assignment to another building shall file a written letter of intent with the Superintendent of schools not later than January 31st. Such statement shall include the grade(s) and subject(s) to which the bargaining unit member desires to be assigned and the school or schools, in order of preference, to which he desires to be assigned. The original letter of intent shall go to the Superintendent and copies of the statement shall be given to the ZEA president and to the bargaining unit member who submitted the request. These letters of intent shall then be compiled into a list for use in filling assignments. A new list shall be compiled annually by February 15th, and a copy provided to the Association President.

C. If more than one bargaining unit member has applied for the same assignment, the following criteria shall be used in the priority listed to decide who shall receive the new assignment:

1. Properly certificated.
2. Degree.
3. Years teaching experience in subject area in the system.
4. Total teaching experience within the school district.

7.2 Vacancies

A. All vacancies, new and existing, including administrative, school counselor and supplemental duty vacancies open due to retirement, advancement, or resignation, which occur prior to August 15, shall be published to the entire bargaining unit member staff as soon as possible. Consideration is given for filling such vacancies from the voluntary transfer list so that the presently employed certificated bargaining unit member can be aware of, apply for, and receive first consideration for such positions. Vacancies will be so listed and notification shall be provided to each bargaining unit member via designated school e-mail and through the school district's web site. All bargaining unit members who apply for a vacancy or who have filed a letter of intent will be notified when the vacancy has been filled. If requested, the administration will meet and discuss with a staff member why he/she was unsuccessful in his/her application for a vacancy. Both parties agree that the shared information will remain confidential.

B. The Board will not subcontract bargaining unit positions. The Board will not subcontract supplemental positions which are now being performed by bargaining unit members without first posting those positions as provided in 7.2A above.

C. The Board may have bargaining unit member(s) sit in as observers on interviews of outside applicants for vacant certified bargaining unit positions.

7.3 Involuntary Transfers

A. The Association recognizes that some involuntary transfers are unavoidable. The Board also recognizes that under normal circumstances transfers or reassignment of bargaining unit members should be held to a minimum. Administration will consider seniority within a licensure category as one factor in determining which bargaining unit member(s) will be involuntarily transferred. Before involuntary transfers are made, the bargaining unit member involved shall be interviewed by the principal and/or the Superintendent or his designee, and a rationale shall be given to the member for the involuntary transfer. Administration shall also provide a rationale for the transfer to the SAC. Notice of an involuntary transfer of assignment shall be given to the bargaining unit member concerned as soon as practical, and under normal circumstances not later than the last day of school.

B. An involuntary transfer or reassignment after August 1 to be effective during the current school year will be made only after a meeting between the bargaining unit member involved and the Superintendent. The bargaining unit member shall receive no less than a twenty-four (24) hour notice of a meeting regarding transfer or reassignment. Reasons for said transfer must be given at this meeting. The

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bargaining unit member may, at his/her option, have an Association representative of his/her choice present at such meeting. Any involuntary transfer after August 1 between buildings or within the same building but different classrooms shall cause the Board of Education to pay the bargaining unit member a stipend equivalent to two (2) days at the substitute rate for the purpose of preparing for the new assignment.

C. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which the bargaining unit member is certified.

D. The Administration shall provide notice to each bargaining unit member no later than June 1 of each year of the member's anticipated assignment for the following school year. Assignments are subject to change after the June 1 notification.

7.4 No bargaining unit member will be transferred because of his/her activity in the Association, or because he/she has filed or signed a grievance. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.

Article VIII
Reduction in Force

8.1 When by reason of decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or insufficient funds, a reasonable reduction of certificated staff may be made, such a reduction shall be made by suspending contracts of bargaining unit members in accordance with the provisions of this section.

8.2 A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data and assess the need of a RIF program. If it is determined that such a reduction is justified, the procedures of this article will be reviewed between the Superintendent and the Association regarding the implementation of the RIF program.

8.3 Procedures for Determining a Seniority List and a RIF List:

A. By October 31st of each school year a chronological seniority list shall be prepared by the school district's administration and provided to the Zanesville E.A. The seniority list shall contain the names of all bargaining unit members according to their seniority (continuous service in the district) within all areas of certification for each bargaining unit member. All approved "leaves of absences" will be applied toward continuous service for seniority purposes. The list shall include the following information:

1. Exact date of Board action for employment on a continuous basis;

2. Areas of certification;

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3. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as per Section 18.12 of this Agreement;

4. Part-time employees (i.e., employees less than full day) shall accrue seniority prorated against the minimal full-time standard enumerated above;

5. Seniority shall be lost when an employee retires or resigns, is non-renewed or terminated or otherwise leaves employment of the Board;

6. From the seniority list two (2) seniority lists will be further prepared, one for bargaining unit members with continuing contracts and one for bargaining unit members with limited contracts. Bargaining unit members with limited contracts will be subject to reduction in force prior to any bargaining unit member with a continuing contract with the same certification.

7. For reduction in force purposes all bargaining unit members on the two (2) seniority lists shall be considered to have comparable evaluations.

8. As the school year progresses any necessary corrections to the two (2) seniority lists shall be made by the school district's administration and the updated lists shall then be provided to the Zanesville E.A. President electronically.

B. When a reduction in force is to be implemented a reduction in force (RIF) list shall be prepared indicating the specific positions to be abolished and listing the names of those bargaining unit members who will have their contracts suspended. This list shall be given to the Zanesville Education Association President at least fifteen (15) calendar days prior to the implementation of the RIF.

C. The reduction in force (RIF) list will be prepared by applying the following steps until all necessary reductions have been accomplished. First, the positions of bargaining unit members who have left the district because of reasons of retirement, resignations, or an approved unpaid leave of absence will not be filled. Second, the least senior certificated bargaining unit member(s) from the position(s) to be abolished will be laid-off in keeping with the certification and seniority list as set forth in Section 8.3 (A). Third, any person whose job is abolished or is displaced (bumped) as a result of the RIF will also have the right to bump a less senior employee in any area for which he/she is certified/licensed. As a result of this bumping process, when an individual is bumped and does not have enough seniority to bump another certificated bargaining unit member, then he/she will be placed on the RIF list and laid-off through contract suspension.

D. Certification, continuing contract status, and system-wide seniority shall be the basis of any RIF program. Bargaining unit members on limited contract shall be considered less senior than any bargaining unit member with a continuing contract within the same area of certification. Therefore, reduction in staff shall be made by certification among limited contract personnel before any personnel with continuing contract in the same area(s) of certification are reduced. If a tie exists in seniority for those under limited contracts and, if necessary, for those under

continuing contracts, the bargaining unit member with the earliest date of Board action to employ will be considered the more senior. If a tie still exists, it will be broken by a coin toss.

E. A bargaining unit member whose contract is suspended as a result of a RIF program shall be given written notification, by certified mail, that his/her employment will be suspended and the reason for such suspension. This notification shall occur prior to May 15, prior to the year the RIF program is to be implemented.

8.4 Reemployment of bargaining unit members from the RIF list:

A. All bargaining unit members whose contracts are suspended as a result of the RIF program shall be placed on a list stating years of continuous service to the district and subjects certified to teach. After a two-year period, a bargaining unit member shall be deleted from the list.

B. A bargaining unit member on the RIF list shall be offered a contract for positions for which certified, as set forth on said RIF list, as positions become available and in keeping with the certification and the seniority positions of RIF policy (inverse order - last discharged; first reemployed).

C. When an opening(s) occurs, the Board shall send a certified letter to all bargaining unit members certified for the position to their last known address to advise them of such position. Additionally, the Board shall make at least one (1) attempt to reach the bargaining unit member by phone. It is the bargaining unit member's responsibility to contact the Board at least once every three (3) months to confirm or change their address and telephone number. The bargaining unit member shall notify within fifteen (15) days from the date the letter is sent to indicate availability and desire for such position. The Board shall reinstate that bargaining unit member indicating availability and desire for such position who has the greatest seniority.

D. Transfers of bargaining unit members, employed but not affected by the RIF program, shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the bargaining unit member RIF list. Transfers may be made to a position(s) affected by the RIF program after the position(s) have been offered to all properly licensed bargaining unit members on the RIF list.

E. No bargaining unit members new to the district will be employed until all properly certified bargaining unit members of the RIF list have been offered a contract for the position in accordance with the provisions of this policy.

F. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored.

8.5 Bargaining unit members remaining laid-off will be given preferential consideration as substitute bargaining unit members.

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8.6 Laid-off bargaining unit members shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two years.

8.7 Administrative and supervisory personnel are excluded from the provisions of this article.

8.8. The board of education hereby declares that it is not its intent to use part-time bargaining unit employees solely in order to avoid the hiring of full-time bargaining unit employees.

8.9 The reduction of hours of bargaining unit members not specifically excluded from the provisions of this section of the contract shall follow the requirements listed in this Article of the contract.

Article IX
Contracts

9.1 Regular Teaching Contracts

A. All bargaining unit members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.

B. Beginning date and number of days, not to exceed 182 days (new bargaining unit members 183) of which 178 shall be designated as instructional, in the school calendar. The number of days in the school year shall be established each year by the Board.

C. Provision for signature and date of signature of the bargaining unit member being contracted.

D. Limited contracts shall be issued sequentially as follows:

1. The first three years shall be one-year (at least 120 day) contracts;

2. All succeeding contracts shall be three-year contracts.

E. Upon eligibility for continuing contract status, a multi-year limited contract shall be interrupted for the awarding of tenure. Teachers must declare eligibility in September for consideration of tenure for the subsequent school year.

9.2 Supplemental Contracts

All bargaining unit members assigned additional responsibilities for which additional compensation is granted shall be given a written contract that is in addition to their regular contract. Supplemental salaries will be in compliance with Article X of this Agreement.

9.3 Dismissal Policy

A. 1. Termination of a bargaining unit member's contract shall be according to Section 3319.16 and related provision of the Ohio Revised Code.

2. With respect to evaluation, only a poorly performing teacher as defined in section 21.7(E) in this Agreement shall be considered for termination.

B. Nonrenewal of Regular Limited Contracts

1. Notification of non-renewal of bargaining unit members under limited contracts shall be governed by Section E of ORC 3319.11.

2. With respect to evaluation, following the first two (2) years of teaching in the district, only a poorly performing teacher as defined in section 21.7(E) in this Agreement and any bargaining unit member on a one (1) year limited contract may be considered for non-renewal.

C. Evaluation of all bargaining unit members shall follow the procedures set forth in Article XXV in this Agreement. Evaluation of a bargaining unit member will be based on the procedural requirements as provided for which shall be in conformity with 3319.111.

Article X
Supplemental Contracts

10.1 A. Bargaining unit members employed under supplemental contracts to perform supplemental duties shall be paid according to the supplemental salary schedule herein.

B. The base salary, B.A.-0 years experience, of the regular salary schedule effective July 1 of each school year shall be the basis of determining the dollar amount for each class and appropriate experience column times the percentage stated for the forthcoming school year. (Rounded to the nearest dollar).

C. Service experience in this salary schedule shall apply for each year the activity is performed while in the employ of the Board. Bargaining unit members currently performing supplemental duties shall receive credit for experience upon continued performance of such duties. For the purpose of this section, a year shall be defined as a 120-day period or at least 50% of the sporting season as defined by the Ohio High School Athletic Association.

10.2 Supplemental duty contracts shall be issued for one (1) school year.

10.3 A written job description shall be attached to each supplemental contract. These contracts expire at the end of their term and are not subject to the nonrenewal provisions of this contract.

10.4 Most bargaining unit members being paid supplemental salaries shall receive such salary in two (2) equal payments. Dates of payment will be determined by length of service within a given school year. Supplemental pay dates shall be posted on the District's web site. All closeout procedures must be completed prior to final payment.

10.5 Normally, a bargaining unit member shall receive an increment move on the supplemental salary schedule for every two (2) years performing that duty or a related duty in the Zanesville City Schools. However, upon recommendation of the Superintendent after conferring with the appropriate administrator, a bargaining unit

member may be required an additional year before receiving the increment. Such recommendation will be based on the administrator's written appraisal and be separate from a bargaining unit member's regular evaluation, a copy of which shall be given to the bargaining unit member. A bargaining unit member performing the same duty for the third year and not recommended for an increment increase shall not be offered a supplemental contract in that duty the next year.

10.6 When openings occur in supplemental duty positions, considerations will be made to fill such opening from bargaining unit members currently employed. When openings occur, notice of such will be posted or provided to bargaining unit members electronically. Except for grants which specify wages and are signed by the ZEA, when the Administration adds a supplemental duty position the President of the Association will be notified and the salary for the position will be negotiated within thirty (30) days of the notice by the Supplemental Contracts Committee, under Section 10.10 of this Agreement.

10.7 Bargaining unit member supplemental contracted duties may be incorporated into regular duties of administrators employed by the Board.

10.8 It is understood further, that the exigencies of a particular school, a given program for a given time, may place some additional requirements for the position as deemed essential by the immediate administrator for which are not covered in the job description.

10.9 Bargaining unit members who leave the district prior to completion of contract duties due to resignation, retirement, unpaid leave or other reasons, shall be subject to have deducted from the remaining pay the amount equal to services not rendered and this will be determined by the treasurer on a pro-rated basis.

10.10 If requested by either party, there will be a review of supplemental duties and contracts on a yearly basis by a committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Association. (Members of the committee may propose additions, deletions, or changes to the schedule at the first meeting.) Requests for supplemental salary classifications will be considered at this time in relation to the following factors:

A. Time required in the performance of the duty;

B. Time spent in the supervision/direction of other adults under supplemental contract in duties related to the performance of position;

C. Number of students involved in the activity and directly supervised by reason of the position;

D. Required travel supervision of students;

E. Equipment, materials and money responsibility;

F. Injury risk factor of student related to the activity;

G. Number of required performances involved in the activity;

H. Related released time from regular school day;

I. Educational value of the activity as related to the philosophy and objectives of the Zanesville City School system.

J. The committee can also review equitability of the assignment of supplementals.

10.11 The following is a list of the classes and positions covered by this article:

A. **Academic Supplementals**

Class I
ZHS Band Director

Class V
ZHS Robotics Advisor

Class VII
MCJDC Coordinator of Services
ZHS eSports
ZHS Comus Advisor
ZHS Student Council Advisor
ZHS Dramatics Advisor
ZHS Key Club Advisor
ZHS Vocal Music Advisor
ZHS Assistant Band Director
ZHS Orchestra Director

Class VIII
ZCS Head Nurse
ZCHS Senior Class Advisor
ZCHS Website Coordinator/Public Director
ZHS Stage Designer
ZHS Senior Class Advisor
ZHS Junior Class Advisor
ZMS Robotics Advisor
JME Robotics Advisor
NRE Robotics Advisor
ZGE/I Robotics Advisor
LPDC District Mentor Coordinator
LPDC Mentor Teacher Facilitator 7-12
LPDC Mentor Teacher Facilitator K-6
LPDC Committee Member
LPDC Mentor Teacher Leader ZHS/ZCHS
LPDC Mentor Teacher Leader ZMS
LPDC Mentor Teacher Leader JME
LPDC Mentor Teacher Leader NRE
LPDC Mentor Teacher Leader ZGE/I

Class IX
LPDC Mentor Teacher
ZHS Program Designer/Stadium Production
ZHS August Band Practice

ZMS Band Director
ZMS Orchestra Director
ZMS Vocal Music Director
ZMS Yearbook Advisor
ZHS Department Head 9-12 Language
ZHS Department Head 9-12 Science
ZHS Department Head 9-12 Math
ZHS Department Head 9-12 Social Studies
ZHS Department Head 9-12 Electives
Department Head 7-12 Special Education

Class X
ZHS Culture Club Advisor
ZHS Ski Club Advisor
ZHS Foreign Language Advisor
ZHS Honor Society
ZHS Quiz Team Advisor
ZHS SADD Advisor
ZHS Pep Club Advisor
ZMS Student Council Advisor
ZMS Drama Director
JME Yearbook Advisor
NRE Yearbook Advisor
ZGE/I Yearbook Advisor
ZMS Department Head 7-8 Language Arts
ZMS Department Head 7-8 Science
ZMS Department Head 7-8 Math
ZMS Department Head 7-8 Social Studies
ZMS Department Head 7-8 Electives

B. **Athletic Supplementals**

1. **Fall Season**

FOOTBALL
Class II
ZHS Head Varsity Football Coach
Class IV
ZHS Football Equipment Manager
Class V
ZHS Associate Head Varsity Football Coach
ZHS Head JV Football Coach
Class VI
ZHS Assistant Varsity Football Coach
Class VII
ZHS Freshman Football Coach
Class VIII
ZMS 8th Football Coach
ZMS 7th Football Coach
Class IX
ZHS August Football Practice
Class X

ZHS Winter Fitness Football
ZHS Summer Fitness Football
ZHS Varsity Football Offensive Coordinator
ZHS Varsity Football Defensive Coordinator

VOLLEYBALL
Class V
ZHS Head Varsity Coach Volleyball
Class VII
ZHS Head JV Coach Volleyball
Class VIII
ZMS 8th Volleyball
ZMS 7th Volleyball
Class IX
ZHS Freshman Volleyball Coach
Class X
ZHS Summer Fitness Volleyball

SOCCER
Class IV
ZHS Head Varsity Soccer Coach Boys
ZHS Head Varsity Soccer Coach Girls
Class VI
ZHS Assistant Varsity Soccer Coach Boys
ZHS Assistant Varsity Soccer Coach Girls

Class IX
ZHS Head JV Soccer Coach Boys
ZHS Head JV Soccer Coach Girls
Class X
ZHS Summer Fitness Soccer Boys
ZHS Summer Fitness Soccer Girls

GOLF
Class VI
ZHS Head Varsity Golf Coach
Class VIII
ZHS Assistant/Freshman Golf Coach

CROSS COUNTRY
Class VII
ZHS Varsity Cross Country Coach
Class IX
ZHS/ZMS 7-12 Assistant Cross Country Coach

2. **Winter Season**

BASKETBALL
Class II
ZHS Head Varsity Basketball Coach Boys
ZHS Head Varsity Basketball Coach Girls
Class V

ZHS Associate Head Varsity Basketball Coach Boys
ZHS Associate Head Varsity Basketball Coach Girls
Class VI
ZHS Varsity Assistant Basketball Coach Boys
ZHS Varsity Assistant Basketball Coach Girls
ZHS Head JV Basketball Coach Boys
ZHS Head JV Basketball Coach Girls
Class VII
ZHS Freshman Basketball Coach Boys
ZHS Freshman Basketball Coach Girls
Class VIII
ZMS 8th Basketball Boys
ZMS 7th Basketball Boys
ZMS 8th Basketball Girls
ZMS 7th Basketball Girls
Elementary Basketball Program Coordinator
Class X
ZHS Summer Fitness Basketball Boys
ZHS Summer Fitness Basketball Girls
ZHS Fall Fitness Basketball Boys
ZHS Fall Fitness Basketball Girls
ZHS Basketball Equipment Manager Boys
ZHS Basketball Equipment Manager Girls

SWIMMING
Class V
ZHS Head Varsity Swimming Coach
Class VII
ZHS Assistant Varsity Swimming Coach

BOWLING
Class V
ZHS Head Varsity Bowling Coach
Class VII
ZHS Assistant Varsity Bowling Coach

WRESTLING
Wrestling coaches hired prior to the start of the 2024-2027 Agreement shall be maintained at the classes set forth in the 2021-2024 Agreement. Any wrestling coach hired on or after July 1, 2024, shall be subject to the classes set forth below.

Class V
ZHS Head Varsity Wrestling Coach

Class VII
ZHS Head JV Wrestling Coach
Class VIII
ZMS Wrestling Coach

ARCHERY
Class V
ZHS/ZMS Head Varsity Archery Coach
Class VII
ZHS/ZMS Assistant Varsity Archery Coach

3. **Spring Season**

BASEBALL AND SOFTBALL
Class IV
ZHS Head Varsity Baseball Coach
ZHS Head Varsity Softball Coach
Class VII
ZHS Head JV Coach Baseball
ZHS Head JV Coach Softball
ZHS Varsity Assistant Baseball
ZHS Varsity Assistant Softball
Class X
ZHS Winter Fitness Baseball
ZHS Winter Fitness Softball

TRACK
Class IV
ZHS Head Varsity Track Coach Boys
ZHS Head Varsity Track Coach Girls
Class VII
ZHS Assistant Varsity Track Coach Boys
ZHS Assistant Varsity Track Coach Girls
Class VIII
ZHS Assistant Track Coach Boys
ZHS Assistant Track Coach Girls
ZMS Track Coach
Class X
ZHS Winter Fitness Track Boys
ZHS Winter Fitness Track Girls

4. **Multi-Season**

CHEERLEADING
Class VII
ZHS Varsity Cheerleader Advisor Winter
Class VIII
ZHS Varsity Cheerleader Advisor Fall
ZHS JV Cheerleader Advisor Winter
ZHS Freshman Cheerleader Advisor Winter
ZMS Cheerleader Advisor Winter
Class IX
ZHS JV Cheerleader Advisor Fall
ZHS Freshman Cheerleader Advisor Fall
ZMS Cheerleader Advisor Fall

DEVILLETES & COLOR GUARD

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Class IV
ZHS Devilette Director
Class VI
ZHS Color Guard Advisor
Class VIII
ZMS Devilette Director

Class IX
ZHS Devilette Conditioning

TENNIS
Class V
ZHS Head Varsity Tennis Coach Boys
ZHS Head Varsity Tennis Coach Girls

Class VIII
ZHS Assistant Tennis Coach Boys
ZHS Assistant Tennis Coach Girls

5. **Other**
Class II
Head Athletic Trainer
Class III
Athletic Business Manager
Assistant Athletic Trainer
Class IX
ZMS Activity Manager

**Individuals under contract for these supplemental positions shall be paid at Experience Level A for the 2013-2014 school year and be permitted to progress to Experience Levels B and C in subsequent school years.*

Article XI
Teaching Conditions

11.1 The Association encourages its members as responsible citizens and as sound "P.R.," to participate in worthwhile community appeals. However, it is understood that no bargaining unit member shall be required to contribute to any building or community solicitation for funds.

11.2 The Board of Education shall provide a principal or administrator for each building in the district.

11.3 The Board of Education may require a complete physical examination by a fully licensed physician approved by the Board when the attendance to duty of the person under contract is held in serious question by his immediate superior and upon the recommendation of the Superintendent. The expense of this examination will be paid by the school district.

11.4 All pupil purchase items must be approved by the building principal and in compliance with curriculum and related policy. Since the cost of a student's attendance at school is

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very demanding to many parents, pupil purchase items in any class must be held to a minimum.

11.5 The formula for class size and teacher aides shall be as follows:

A. The administration shall make reasonable effort to have a ratio of no more than twenty-four (24) students to one teacher in kindergarten. One (1) licensed, paid aide shall be provided for each kindergarten classroom during the life of the 2024-2027 Collective Bargaining Agreement; this provision shall automatically sunset at the conclusion of the 2024-2027 Agreement. Load will be balanced to the degree possible.

B. The administration shall make every reasonable effort to have a ratio of no more than twenty-four (24) students to one teacher in grades 1-3.

C. The administration shall make every reasonable effort to have a ratio of no more than twenty-five (25) students to one teacher in grades 4-6.

D. Special education and preschool classes will be of a size in keeping with state and federal guidelines. Self-contained special education classrooms will have a paraprofessional who has been trained in Crisis Prevention and Intervention and proper technique for and use of restraint.

E. Secondary class size and load will be balanced to the degree possible and every effort shall be made to keep the ratio of no more than thirty-three (33) students to one teacher.

F. The number of students in a given teaching situation will not exceed the number of teaching stations. In the event a teacher does not have enough teaching stations, the Superintendent shall provide additional stations upon notification by the teacher.

The ratios in A through E shall include all special education students assigned to the respective grade level.

G. Every effort will be made to see that the number of students in a study hall should not exceed 40:1. If available, by-assignment teachers will be assigned to study halls in addition to the regular study hall teacher for the first two weeks of each semester.

H. A class size list containing the actual number of students in each class will be distributed to the Association president and members of the Superintendent's Advisory Committee no later than October 15 of each school year. Any middle school and high school classroom, except choir, band, physical education and study halls, that exceeds 35 students and any elementary class room, except art, music, and physical education, that exceeds 32 students will be offered an aide.

I. Art, music and physical education classes shall not exceed thirty-five (35) students unless mutually agreed by the member and Board. When determining class size for specials, consideration will be made for available space within each

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building for such classes. Section 11.5 (H) shall not be applicable. Principals will work closely with art, music, and physical education teachers in a building in order to make sure of the best possible scheduling of students, and that adequate equipment and space is provided for the students.

J. The administration may exceed any and all of the aforementioned class sizes and shall compensate the teacher at a rate of twenty-five dollars ($25.00) per student above the class size ratios above per week.

11.6 When a personal emergency for a bargaining unit member exists, the principal or person in charge shall notify the bargaining unit member immediately.

11.7 Except as otherwise provided in this Agreement, the length of the bargaining unit members' work day shall not exceed seven and one-half (7½) hours. The teacher work day is NOT contingent upon the students' day. This includes a thirty (30) minute lunch period which will be determined by scheduling in each individual building. Unless otherwise specified in this Agreement, the day shall be continuous from the required beginning time to the end of the day. There shall be a uniform number of teaching hours in the elementary schools, as nearly as possible.

11.8 In-day conference or planning time shall be in compliance with the Ohio Elementary and Secondary School Standards. This time shall not be considered time for travel for multi-school assignments.

A. All bargaining unit members, including specialists, shall be provided at least 200 minutes per 5-day week of planning time. Each bargaining unit member, including specialists but excluding related service providers, shall receive at least thirty (30) continuous minutes of planning time during the student day each day. Such planning time shall be free of scheduled students and assigned duties.

B. Bargaining unit members are responsible for attending and participating in at least one building-level committee in individual buildings. No bargaining unit member shall be required to attend more than two (2) committee meetings per week. Bargaining unit members may choose to participate in more than one committee, and such participation may necessitate more than two (2) committee meetings per week. Principals shall provide the bargaining unit members in their building with a committee meeting schedule at least one (1) week prior to the start of the school year and bargaining unit members shall make their committee selections for the year no later than the first teacher workday. Bargaining unit members are expected to attend the meetings for the committee(s) they join. The Board and the Association shall establish a committee comprising: two teachers from each elementary school (one primary teacher and one intermediate teacher), one teacher from the middle school, one teacher from the high school, and an equivalent number of administrators. The committee shall meet during the first week of December 2024 to discuss issues with and/or successes of the 2024-25 PLC calendar/schedule. If the committee agrees on changes to this paragraph, said changes shall be reduced to writing in an MOU and taken to the Board and Association for ratification. If the administration and/or Association desires changes to this paragraph, but the parties cannot agree on changes, this paragraph and the paragraph above shall revert to the language of Sections 11.8(A) and (B) from the 2021-2024 collective bargaining agreement, effective January 1, 2025.

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C. **Class Coverage.**

1. **Volunteering for Substitution.** Bargaining unit members may volunteer to substitute for another bargaining unit member during planning time.

2. **Required Substitution.** In the case of an extreme emergency, a bargaining unit member may be required to substitute during planning time no more than two (2) times per semester. Bargaining unit members who do not have assigned class lists may be required to substitute up to two (2) times per semester, outside of their planning time, in addition to the two (2) times during their planning time. Administratively required substitutions shall be handled as follows:

   a. At the beginning of each nine weeks, each building shall have a priority sign-up list for bargaining unit members who wish to be first approached when a substitute is needed. Signing said list does not require a bargaining unit member to accept any substitute position.

   b. Administrators shall contact the teachers on the volunteer list in their building via group email and provide a 10-minute window for a volunteer to claim the assignment prior to asking bargaining unit members who have not signed the list to volunteer to substitute.

   c. No bargaining unit member shall be required to substitute when said bargaining unit member is scheduled to have a class assignment of his/her own unless he/she volunteers to accept additional students into his/her class.

   d. The district must have exhausted the use of available substitutes before bargaining unit members will be asked to cover for another member. The administration of this procedure shall be the responsibility of the building principal.

3. **Class Coverage Compensation.** A teacher who accepts additional students into his/her class or covers and absent colleague's class per Section 11.8(C)(1)-(2) shall be compensated as set forth in this section. The total amount is not to exceed the half/whole daily substitute teacher rate of pay at any grade.

   a. Grades 7-12: Thirty dollars ($30.00) per period. Coverage for periods more than 2 but less than 5 will be capped at the current half-day substitute teacher rate and 5 or more periods will be capped at the current daily substitute rate.
   b. Grades K-6: The current substitute teacher rate per half day/whole day at the elementary level), except that a teacher covering their own class for an absent specials teacher shall receive thirty dollars ($30.00) per special period.
   c. No teacher shall receive additional pay under this section if their regular teacher assignment is a co-taught classroom and their co-

teacher is absent, except where the co-teacher opts to substitute in another classroom during time when they are otherwise scheduled to co-teach, in which case the two teachers shall split the class coverage compensation for the period the co-teacher is with the other class. In cases where the co-teacher is simply absent, if a substitute is available and unassigned, the District will provide a substitute to cover for the absent co-teacher.

d. If students from an absent teacher's classroom are split among more than one bargaining unit member substitutes, the coverage fee shall be split in proportion to the number of additional students each teacher accepts.

D. A minimum of sixty (60) minutes per week shall be allocated at each grade level (K-5) *(see Glossary) for planned instruction in art, and/or music, and/or instrumental music and/or physical education provided by bargaining unit members certified in these fields (herein referred to as specialists). Grades 6-12 shall follow the Department of Education and Workforce Standards for planned instruction in art, music, instrumental music, and physical education.

11.9 The Board and the Association recognize the need for continually updating and maintaining a high standard of education in a world that is changing at an exponential rate. If a bargaining unit member believes his or her books and/or support materials (i.e., computer software and training, proper furniture, placement of equipment, etc.) are insufficient, he/she shall meet with the building principal, who shall research the matter, and report back to the bargaining unit member. If the bargaining unit member is not satisfied with the response of the building principal, he/she may refer the matter to the Superintendent's Advisory Committee.

The Board will pay a maximum of $1,000 per person per school year for tuition of graduate courses approved by the Superintendent to a maximum of $15,000 per year. Only coursework approved by the Superintendent shall be eligible for educational level and step advancement. Tuition will not include cost of books, meals, etc. This policy applies to any full-time employee. Payment will be made upon completion of the course and presentation of a report card, transcript, or letter stating such. The college bill will be submitted to the Treasurer's Office for reimbursement. The school year is July 1 through June 30. All recipients must maintain a minimum of a B average. Recipients must maintain at least 90 percent attendance during the school year in which they receive funds, barring catastrophic illness, and must remain in Board employment for at least two school years following receipt of the reimbursement. Failure to maintain the required attendance and/or to remain in Board employment will result in the bargaining unit member reimbursing the Board.

11.10 The Board of Education recognizes that a quality education for each and every child is the primary objective of our system; therefore, the Board will provide for every special education and regular child:

A. Instruction in vocal music, art, and physical education provided by educational service personnel assigned to elementary art, music, and physical education who hold the special teaching certificate or multi-age license in the subject to which they are assigned in accordance with current Ohio Department of Education and other applicable standards. The classroom elementary teacher will not be responsible for the classroom during this period;

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B. Scheduling for special programs or events which will be worked out cooperatively within the buildings.

11.11 Traveling bargaining unit members shall have adequate travel time and shall be reimbursed for actual miles traveled at the same amount as allowed for in IRS rules.

11.12 Inclusion

A. The regular classroom teacher shall be invited to participate in the development and implementation of the IEP, and teachers who are affected by the requirements of the IEP shall be notified of the requirements. Classroom coverage will be provided for such teachers so that they can attend IEP meetings regarding students.

Each teacher with the responsibility for the education of a student on an IEP shall receive a copy of the IEP, be provided an explanation of what he/she is responsible to do to assist in achieving the IEP goals and objectives, and be advised that he/she can speak to any IEP team member if he/she has any questions or concerns about the IEP or the student's progress. The building administrator will make sure that the teacher of record provides the most current IEP and accommodations(s) to the appropriate classroom teachers.

B. In-service education must be provided no less than once a year for regular classroom teachers who are assigned students with an active IEP.

C. Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during field trips and/or emergency situations.

D. Special custodial care requirements and/or special related services shall be identified in the development of the IEP.

E. Behavioral objectives and discipline procedures shall be identified in the development of the IEP.

F. Requests by teachers and or participants in an IEP for a review will be honored at the earliest mutually acceptable date within 30 days.

11.13 Any bargaining unit member required to write eight (8) or more IEP's shall receive (1) paid release day per year, which may be taken in half-day increments. Said day shall be spent at their assigned building and shall be free of any teaching and/or duties. In addition, all special education staff will be allowed to use five morning PLC periods per academic year to write IEP's within thirty days of a scheduled IEP. These days are to be scheduled with the building principal.

11.14 During the course of the regular work day, all bargaining unit members shall:

A. Be physically clean, neat, and well-groomed;

B. Dress in a "business casual" manner consistent with their professional responsibilities in order to work comfortably, while projecting a professional image to students, parents, and community members;

C. Dress in a manner that communicates to students a pride in personal appearance;

D. Dress in a manner that does not cause damage to district property;

E. Be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

Notwithstanding the above, it is the mutual understanding of the Board and the Union that no dress code can cover all contingencies. Members must exert a certain amount of judgement in their choice of clothing. Wearing blue jeans on special event days or occasionally (if the look is "business casual") is appropriate, but should not be standard practice. T-shirts with school or education-related organization or which promote school spirit are appropriate attire. The discipline of a particular subject area (i.e., art, industrial technology, agriculture, exercise and sport science) may necessitate clothing other than "business casual."

11.15 The Board shall not authorize any audio or visual recordings to be made of a bargaining unit member by a school official, administrator, employee, parent, student, or guardian of a student unless the bargaining unit member receives written notification and also agrees in writing to such recordings, or if such recording is required by a student's Individualized Education Program. Notwithstanding the previous sentence, audio or visual recordings may be permitted for gathering information for OTES purposes provided the bargaining unit member has given their written consent to such recordings. This provision does not include extra-curricular and/or co-curricular activities. This provision does not apply to District-wide security cameras and/or other safety monitoring provisions.

11.16 Discipline of Bargaining Unit Members

A. Unit members shall only be disciplined for just cause and only in compliance with the discipline procedures contained herein.

B. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the unit member's record of discipline.

C. Forms of formal disciplinary action are:

1. Formal verbal reprimand;
2. Formal written reprimand;
3. Suspension without pay; and
4. Termination.

D. It is understood that most cases shall be dealt with informally through conversations between the member and administration. Such informal warnings shall not be subject to the grievance process and shall not be recorded in the member's personnel file.

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E. A member may draft a written rebuttal to a formal verbal reprimand, which will be attached to the warning and placed in the member's personnel file.

F. Appeal of disciplinary action beginning with the formal written reprimand, up to and including suspension, shall be made exclusively through the grievance procedure. Grievances of suspension shall be initiated at the Superintendent's step of the procedure. Termination shall be according to Section 3319.16 and related provision of the Ohio Revised Code and this Agreement.

G. Bargaining unit members shall be entitled to Union representation at any conference.

Article XII
Teaching Duties

12.1 All bargaining unit members shall be required to attend the following meetings:

A. A maximum of two (2) general staff meetings may be called by the Superintendent or his representative during any school year. If such meetings are called, then they will be held during the normal workday.

B. A maximum of eight (8) building meetings, which extend beyond the regular school day, involving the entire staff may be called by the principal during the year. The district will make every effort to schedule building meetings to allow every member to attend. Bargaining unit members shall be notified of building meetings at least two (2) weeks in advance.

C. Elementary and middle school bargaining unit members shall be required to attend "Back to School Night" and may be required to attend two (2) other school sponsored activities. High school bargaining unit members shall be required to attend "Back to School Night"/Orientation and graduation, and may be required to attend one (1) other school sponsored activity.

D. The district shall utilize available technology in order to communicate with bargaining unit members. Such technology shall include, but not be limited to, email, websites, and recorded meetings.

12.2 A. In the event students are not required to attend school due to emergency conditions such as adverse weather, fuel shortage, or building conditions, bargaining unit members involved shall not be required to report for duty and shall be notified in the quickest way possible. There shall be no loss of pay for such days. Calamity days shall be duty free and the first five (5) such days shall not be made up so long as the District has met the state-mandated minimum student hours.

B. Beginning with the 2014-2015 school year and thereafter, it is not mandatory for the board to use days from spring break as make-up days. However, if it is necessary to do so, only a maximum of two (2) days may be used during spring break to make up calamity days. Said make-up days shall normally be taken from the end of spring break unless bargaining unit members vote to have them taken from the beginning of spring break.

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12.3 Parent conferences will be scheduled in the first semester on two separate evenings staggered by grade levels. At the conclusion of these conferences, bargaining unit members shall be released from all school responsibilities on the Wednesday before Thanksgiving. Parent conferences will also be scheduled to be held near the onset of the third grading period in students in grades K-6 and at any time during the third grading period for students in grades 7-12 on two separate evenings staggered by grade levels. Conferences may be conducted by phone or videoconference at the parent's request. Conferences will be scheduled utilizing the data available at the time, and only scheduled for students at risk for failure or at the parent/guardian request. The date and time (outside the school day) for conferences will be set by mutual agreement of the Superintendent's Advisory Committee (SAC) prior to January 1st of the preceding year. At the conclusion of these conferences, bargaining unit members shall be released from all school responsibilities for one day during the second semester, which shall be designated on the Board-approved calendar.

12.4 The teaching of the curriculum shall be in accordance with the Ohio State Board of Education adopted standards, grade level indicators, and benchmarks with the instruction adhering to adopted curriculum guides, courses of study, and objectives of the district. Daily lesson plans shall give direction for instruction and implementation of courses of study and a copy shall be available for review by administrators by request.

12.5 No bargaining unit member shall be required to use his own automobile to transport a pupil. $300,000 or more bodily injury liability insurance is required in the event the bargaining unit member chooses to transport a pupil. If an emergency occurs and it is necessary for a bargaining unit member to transport a student, the school district shall assume liability in accordance with ORC 2744.

12.6 New curricular areas developed for the Zanesville City Schools shall involve the suggestions of staff members concerned in the area of development from the planning stages through introduction into the classroom. Professional development will be based upon the recommendations of the program being implemented. At least half of the last teacher workday of the school year will be teacher-directed for the purpose of closing out classrooms and/or submitting grades. Teachers remain required to report for the full contracted day on the final teacher workday. Final determination for these new curricular developments will be made by the Board.

12.7 Extra Duty

The Board and the Association recognize that bargaining unit members are required to perform certain duties, during the work day and as expressed in Section 12.1, other than actual classroom teaching. These duties shall be enumerated and equitably distributed among bargaining unit members. A written schedule shall be prepared by the principal. Discussion of duties may take place in the Principal Advisory Committee. In each building, these duties shall be listed, and they will be rotated among bargaining unit members.

Article XIII
Pupil Discipline

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13.1 Each building must develop a student discipline plan and submit a copy to the Superintendent and a copy to the ZEA president. Each building staff member shall also be provided a copy of the plan. Said parties shall have a copy of the student discipline by the beginning of the third week in September. The principal is responsible for the equitable enforcement of the building discipline plan. Student discipline shall be a subject of discussion for the Principal Advisory Committees. If the concerns of the bargaining unit members cannot be resolved at that level, they may be forwarded to the Superintendent's Advisory Committee for further attempts at resolution.

13.2 The principal and bargaining unit member have a shared responsibility for all activities, including discipline, taking place within the schools. Each bargaining unit member is expected as a part of his/her duties to assist the building principal in the enforcement of the student code of conduct for all students within the assigned building and school area. Conduct of pupils on their way to and from school is within the scope of authority in carrying out this responsibility. Pupils' conduct outside school hours, whether on school property or not, which directly relates to and affects the conduct of the school is also within this scope of authority. Each administrator is expected as a part of his/her duties to assist and support bargaining unit members in the maintenance of proper discipline and control of students within the assigned building and school area. Building administrators will make best efforts to respond promptly when a teacher calls to request assistance. Each building will have an emergency response plan in place, which shall be created with input from staff, including at least one representative from a self-contained unit. Bargaining unit members and administrators in the building will follow the emergency response plan in addressing qualifying student behaviors.

13.3 Students found guilty of bringing dangerous weapons onto school property, after having been afforded due process of law, shall be disciplined. At a minimum, students shall receive a one-day suspension so the administration can conduct an investigation. If the administration is unable to locate parents, the student will be isolated until parents arrive. The intent of the Board of Education/administration is to expel for the maximum number of days permitted by the law students who are convicted of using or threatening to use a dangerous weapon after having been afforded due process. However, the Board of Education/administration retains the right to mitigate any disciplinary action. Students found guilty of a felony shall be subject to exclusion, as provided by law, after having been afforded due process. (See Policy and Guidelines 5772).

13.4 Information about individual students who may pose a danger in the school setting or who are psychologically fragile or who have special medical conditions will be available to staff members. The Association and the Board recognize that such information is confidential and privileged information, and it will be treated as such.

13.5 The Association and Board recognize that providing for the best educational opportunity for every student may require the removal of a disruptive student from the regular student population. The Principal Advisory Committee shall meet to discuss appropriate alternatives such as detention, in-school suspension, and others.

13.6 Any case of assault on a bargaining unit member shall be promptly reported to the building principal. Following any such report, the student and assaulted bargaining unit member will be separated pending an investigation by administration. The bargaining unit member and principal shall collaboratively write a detailed incident report regarding the assault. Upon completion of the incident report, the principal shall provide an official

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copy of the report to the affected bargaining unit member(s) as well as include it in the student(s) discipline file. The District administration shall immediately make a bargaining unit member aware of any death threat made against them by a student, by a relative of a student, or by a member of the public. The building principal and Superintendent of schools shall render assistance to the bargaining unit member, in accordance with board policy and law, in connection with judicial authorities.

Article XV
Resident Educator Program

15.1 Purpose

The Mentor Teacher Leaders (MTL) shall be established to implement and oversee the Resident Educator Program.

15.2 Term of Office

A. The term of office for MTL serving on the committee shall be three years, beginning on July 1 of the year appointed.

B. The number of terms an Association member may serve on the committee is unlimited.

15.3 MTL Composition and Selection

A. The MTL shall strive to be comprised of eight (8) members as follows:

1. Member appointed by Superintendent.

2. Seven (7) bargaining unit members; striving to have one (1) high school, one (1) middle school, three (3) elementary members (one from each elementary building), and two (2) facilitators. One facilitator shall be assigned to the middle and high schools and one assigned to the three (3) elementary buildings.

B. The seven (7) bargaining unit members shall be appointed by the Zanesville Education Association President with the majority vote approval of the Association's Executive Committee.

C. The seven (7) bargaining unit members shall have at least two (2) years of mentoring experience in our school district and such other qualifications as the committee shall deem necessary.

D. In the event of an in-term vacancy, the MTL member shall be replaced in accordance with above.

15.4 Chairperson

The MTL chairperson shall be determined by a majority vote of the MTL's and serve as chairperson for a three (3) year term. Chairpersons may be re-elected.

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15.5 Should the Resident Educator not be considered as having successfully completed the Ohio Resident Educator program by the administration and/or the State of Ohio, the Mentor, Mentor Teacher Leaders or Facilitators shall not be held accountable in any way for the failure of the Resident Educator.

15.6 A Resident Educator assigned to a Mentor/Facilitator must actively participate in all scheduled meetings.

15.7 A Resident Educator should meet with his/her Mentor/Facilitator on a weekly basis for a minimum of one (1) hour in a professional capacity.

15.8 The assigned Mentor/Facilitator and Resident Educator shall participate in a number of formal and informal observations that address the Ohio Standards for the Teaching Profession and the requirements of the Resident Educator program.

15.9 A Resident Educator shall keep a portfolio that includes a dated summary sheet of each meeting, including signatures of the Mentor/Facilitator and the Resident Educator to be submitted on a quarterly basis to MTL's.

15.10 Definitions

Terms used in the section shall include:

Facilitator - is a classroom teacher with proper certification and licensure and five years' experience in teaching in the state of Ohio. This staff member has successfully completed state mandated training. Facilitators will assist Resident Educators prepare for the RESA by guiding and supporting the Resident Educator.

Mentor – is a classroom teacher with proper certification and licensure and five years' experience in teaching in the state of Ohio. This staff member shall volunteer to serve as a Mentor and has successfully completed state mandated mentor training.

Resident Educator – is a teacher employed under a two-year Resident Educator license.

Formative Assistance – consists of workshops, released time, seminars, training provided either for the Mentor or Resident Educator.

15.11 Mentor Teacher Leaders, Facilitators, and Mentors shall be paid according to the supplementary salary classifications in Article X, and the supplementary salary schedule in Appendix C of this Agreement. If a Mentor is not assigned a Resident Educator during a school year then he/she shall not be paid a supplemental salary for that school year. Furthermore, if there are no Resident Educators working in one of the combined grade levels (i.e. high school, middle school or elementary), then the Mentor Teacher Leader(s) coming from the affected level shall not be paid a supplemental salary for that school year.

15.12 Other than a notation to the effect that a teacher served as a Mentor/Facilitator, the teacher's activities as a Mentor/Facilitator shall not be part of that staff member's evaluation.

15.13 No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

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15.14 Mentors/Facilitators shall not participate in the informal or formal evaluation of any Resident Educator.

15.15 Mentors/Facilitators shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

15.16 No Mentor/Facilitator shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.

15.17 All interaction, written or oral, between the Mentor/Facilitator and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentor/Facilitator shall constitute grounds for immediate removal from his/her role as a Mentor/Facilitator.

15.18 At any time, either the Mentor/Facilitator or the Resident Educator may exercise the option to have a new Mentor/Facilitator assigned. The Mentor/Facilitator and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

15.19 All members of the Mentor Teacher Leaders, Mentors, Facilitators and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

15.20 Mentors/Facilitators shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educators with any administrator, assessor, or other teacher.

15.21 The regular evaluation of the Mentor/Facilitator shall not be affected in any aspect by his/her participation in the Resident Educator Program.

15.22 Resident Educators shall be provided all due process provisions allowed by the Master Agreement and ORC.

Article XVI
Local Professional Development Committee (LPDC)

16.1 Purpose

A Local Professional Development Committee (LDPC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities. These reviews shall be conducted to fulfill requirements for licensure and certificate renewals.

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16.2 Term of Office

A. The term of office for members serving on the committee shall be three years, beginning on July 1 of the year appointed.

B. Members may be re-appointed for one consecutive term.

C. Persons appointed to fill an unexpired term may be appointed to two (2) consecutive terms after completion of the unexpired term provided that said unexpired term does not exceed two (2) years. Persons filling an unexpired term lasting longer than two (2) years may be appointed for one (1) full term.

16.3 Committee Composition and Selection

A. The committee shall be comprised of five (5) members as follows:

1. three members of the bargaining unit (the Association shall strive to appoint three members in the following manner, if possible: one from an elementary school, one from Zanesville Middle School and one from Zanesville High School)
2. one principal
3. one other licensed district administrator

B. The three bargaining unit members shall be appointed by the Zanesville Education Association president. The principal and other employee shall be appointed by the Superintendent.

C. In the event of an in-term vacancy, the committee member shall be replaced in accordance with 16.3 B. above.

16.4 Chairperson

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

16.5 Decision-Making

Decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three members.

16.6 Training

A. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functions, and legal requirements of LPDC's. The approval for training opportunities shall be in accordance with Section 6.3 of the Master Agreement.

B. LPDC members shall be reimbursed for all actual and necessary expenses and mileage incurred as part of their training.

C. LPDC training for committee members shall constitute appropriate "equivalent experiences" for the purposes of the committee members own individual development plans.

16.7 Meetings and Compensation

A. The LPDC shall meet monthly or more often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post online their meeting schedule. Additional meetings may be scheduled as necessary.

B. Bargaining unit members who serve on the LPDC shall be paid according to the supplementary salary classification in Article X, and the supplementary salary schedule in Appendix C of this Agreement. All compensation will include appropriate retirement benefits.

16.8 Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, approval of all C.E.U.'s, course work, workshops, equivalent activities, etc. that could be used for professional growth.

16.9 Rules and Regulations

The committee shall establish and publish its rules and regulations.

16.10 Sub Committees

The committee may establish sub-committees or consult with other districts/agencies to assist in its duties but shall retain authority over all of the committee's responsibilities as outlined in section 16.8.

16.11 Clerical Service

The Board shall provide clerical services and supplies as needed for the work of the committee.

16.12 Appeals Process

Educators may appeal a decision by the LPDC regarding IPDP approval and/or pre-approval or approval of coursework and professional development activities. The appeals process has two stages:

A. Reconsideration

If a teacher disagrees with an LPDC decision, the teacher shall have the opportunity to meet with the LPDC within one (1) month to present his or her

case. The intent of the discussion shall be to provide both the teacher and the LPDC the opportunity to understand each other's perspective while seeking a mutually acceptable resolution. If a resolution is reached through reconsideration, it will be documented and made a matter of record for the teacher and for the LPDC. If the parties cannot reach a mutually acceptable resolution through the reconsideration process, the teacher may advance to a third-party review.

B. if the teacher and the LPDC cannot reach a mutually agreeable resolution through the reconsideration process, the teacher may request a third-party review. Said request must be made to the LPDC within one (1) week of the LPDC's decision on reconsideration. Following such a request, the LPDC will convene a panel of three licensed educators to review the teacher's case and the LPDC's decision and make a final determination. The panel shall consist of:

1. One educator selected by LPDC;
2. One educator selected by the teacher making the appeal; and
3. One educator approved by both the LPDC and the teacher making the appeal.

The panel shall convene within two (2) weeks of the teacher's request for third-party review.

Article XVII
Insurance

17.1 The Board will provide a health care plan as shown in Appendix E, and at the stated employee monthly contribution percentages towards the insurance premium. Employee share shall only increase during the duration of this Agreement if the total premium cost increases, and only at such a rate as to maintain the employee share percentage. Such increases shall not exceed the dollar caps shown in Appendix D.

Health insurance Open Enrollment period will be October annually for the following calendar year.

The Board has established an IRS Section 125 premium only plan so that bargaining unit members' premiums can be paid from pre-tax salary.

The Board shall establish the option of Flexible Spending Accounts.

Both the Board and the Zanesville Education Association shall encourage and educate all bargaining unit members to use generic medications when available and appropriate.

17.2 The Board shall pay 100% of the single and family premium for a dental care insurance plan with the following provisions:

A. 100% of the charges for preventive and diagnostic care at the usual, customary, and reasonable rates with no deductible amount.

B. 80% of the charges at the usual, customary, and reasonable rates for restorative work.

C. The policy shall provide for a deductible amount of $50.00 per individual, and $100.00 per family with an annual limit of $1,500.00.

D. The policy shall provide for 60% of the usual, customary, and reasonable rates for orthodontic treatment with a lifetime maximum of $1,500.00.

17.3 The Board will provide a life insurance policy with a face value of $20,000, which shall include a double indemnity clause. Employees may purchase an additional $20,000 life insurance through payroll deduction at the Board's rate, should the carrier permit.

17.4 Liability Insurance

The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier licensed by the State of Ohio.

17.5 Health Insurance Investigative Committee

A. Review of district health insurance shall be one of the functions of the Superintendent Advisory Committee.

17.6 Grandfather Clause

A. Current Insurance Option 1 as shown in Appendix D, shall be available only to employees enrolled in Option 1 as of the date of ratification of this Agreement. The Board shall continue to offer Option 1 to these employees but will not offer Option 1 to new enrollees during open enrollment periods.

B. If an employee covered by this clause elects to enroll in Option 2, Option 3, or the Option 3–H.S.A. as shown in Appendix D, the employee is not eligible to re-elect Option 1 at a later date.

Article XVIII
Salary

18.1 The BA Base shall be increased by 4.0% to $39,263 for the 2024-2025 school year; increased by 3.0% to $40,441 for the 2025-2026 school year; and increased by 3.0% to $41,654 for the 2026-2027 school year.

18.2 All persons are to be paid in twenty-four (24) equal installments on the 15th and 30th of the month (or last day of February). If the regular pay date is on the weekend or a holiday, the pay date will be on the last work day preceding that date. The twenty-four (24) equal installments per year schedule will then begin with the first installment paid on January 15th, followed by an installment paid on January 30th and the 15th and the 30th of each month thereafter (or last day of the February).

18.3 Payment for certificated salaries shall be based upon the adopted salary schedule for these schools and in conformity with Ohio law.

18.4 Eligibility for salaries fixed by the baccalaureate column shall be based upon such degree earned in a fully accredited college or university and whose bargaining unit member education program is recognized and approved by the State of Ohio.

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18.5 Eligibility for payment under the 139-semester hour column will be based upon such hours earned in an accredited instituted whose bargaining unit member education program is recognized and approved by the State of Ohio and must include the earned baccalaureate degree.

18.6 Eligibility for payment under the 150-semester hour column shall be inclusive of a baccalaureate degree earned in, as previously stated, an accredited, recognized and approved institution for bargaining unit member education by the Ohio Department of Education.

18.7 Eligibility for the Master's Degree payment under that column shall be based on a Master's Degree taken in an accredited college or university whose bargaining unit member education program is recognized and approved by the Ohio Department of Education.

18.8 Eligibility for payment of the Master's Degree plus fifteen semester hours shall be obtained when these hours are obtained subsequent to conferment of the Master's Degree in an institution recognized by the Ohio Board of Regents or the State Department of Education of Ohio.

18.9 Eligibility for the hours subsequent to the conferment of the Master's Degree amounting to thirty for payment under that column shall be the same as for the "plus fifteen." Of these thirty hours, at least fifteen semester hours must be graduate hours and taken in an institution recognized by the Ohio Board of Regents or the State Department of Education of Ohio.

18.10 A. Eligibility for salary stipend fixed by the MA+45 will include the B.A., M.A., or equivalent degree, M.A. plus thirty, and all hours beyond and will require these hours to total a minimum of forty-five (45) semester hours beyond the Master's Degree from an institution accredited and which is also recognized by the Ohio Board of Regents or equivalent in the state wherein the institution of higher education and graduate school are located.

B. The 15 hours beyond the MA+30 must be graduate hours. Upon written request, the Superintendent may grant a written exception to this requirement.

18.11 In order to be placed on a successive level of preparation for a full year, official signed and sealed transcripts and/or a faxed letter from the dean or department head of a college or university must be filed in the office of the Superintendent of schools by September 15. The letter acts as notification that additional college work has been completed. The official transcript must be on file by October 1. For mid-year adjustments, the letter must be received by January 15, and the transcript on file by February 1. Payment for mid-year adjustments will be retroactive to the beginning of the semester.

18.12 Experience credit must result from qualifying under Ohio Law, which requires a minimum of 120 days of continuous teaching within any one school year in a school chartered by the State Department and State Board of Education and when such person meets all other qualifications of the salary schedule. Experience credit will be for up to ten years or to other experience levels of the salary schedules by approval of the Superintendent of schools. Administrative service credit shall apply to the salary schedule only and not for purposes of seniority on the RIF list.

18.13 Up to five years of credit on the salary schedule will be given for active military service in the armed service of the United States and be based upon an Honorable Discharge. When the military service exceeds full calendar years, and where such excess is at least eight calendar months beyond a full calendar year(s) and under five years, the person may be credited with a full year's credit for such excess service.

18.14 Nothing above nor herein shall be construed to prevent the Board of Education from awarding or designating additional "motivation" or other stipends for the certificated staff of these schools, and it is further recognized that additional duties and assignments of certificated personnel will be recognized for added salary compensation. Supplemental contract salaries will be negotiated between the Board and Association.

18.15 Teachers holding a Master's Degree in any subject area at the end of the 2002-2003 school year, and employed by the Board on August 1, 2004 shall receive education stipends paid by the Board as follows:

A. With the first paycheck for the 2004-2005 school year, such teachers who were not paid an education stipend during the 2002-2003 school year and who were placed on the salary schedule for the 2002-2003 school year, with at least six (6) years of experience but less than eleven (11) years of experience shall be paid the sum of Three Hundred Fifty Dollars ($350.00).

B. With the first paycheck for the 2004-2005 school year, such teachers who were not paid an education stipend during the 2002-2003 school year and who were placed on the salary schedule for the 2002-2003 school year with eleven (11) or more years of experience shall be paid the sum of Seven Hundred Dollars ($700.00).

C. All teachers who qualify for and received payment as identified in A, above, shall be paid an annual education stipend of $250, to be paid in twenty-four (24) equal installments, as long as they remain employed by the Board. Upon obtaining eleven
(11) years of experience, such teachers shall be paid an annual education stipend of Five Hundred Dollars ($500.00), to be paid in twenty-four (24) equal installments, as long as they remain employed by the Board.

D. With the first paycheck for the 2004-2005 school year, and for each school year thereafter, all teachers who qualify for and received payment as identified in B., above, shall be paid an annual stipend of Five Hundred Dollars ($500.00), to be paid in twenty-four (24) equal installments, for so long as they remain employed by the Board.

E. All teachers who, prior to August 1, 2004, were paid education stipends during the 2002-2003 and/or 2003-2004 school year shall continue to be paid an education stipend for so long as they remain employed by the Board as follows:

1. Those teachers who, during the 2003-2004 school year, were paid a stipend in the amount of Two Hundred Fifty ($250.00) because they had at least six (6) years experience with the Board, but less than eleven (11) years of experience, shall continue to be paid a stipend of Two Hundred Fifty Dollars ($250.00), to be paid in twenty-four (24) equal installments,

for each school year thereafter for so long as they remain employed by the Board, or until they obtain eleven (11) years of experience. Upon obtaining eleven (11) years of experience such teachers shall then be paid a stipend of Five Hundred Dollars ($500.00) per year and shall continue to be paid a stipend of Five Hundred Dollars ($500.00) for each year thereafter so long as they remain employed by the Board.

2. Those teachers who, during the 2003-2004 school year, were paid a stipend in the amount of Five Hundred Dollars ($500.00) because they had at least eleven (11) years of experience with the Board, shall continue to be paid a stipend of Five Hundred Dollars ($500.00), to be paid in twenty-four (24) equal installments, each school year thereafter for so long as they remain employed by the Board.

F. This provision shall also apply to any teacher employed by the Board on August 1, 2004, who will be awarded a Master's Degree prior to December 31, 2004. Such teachers shall be awarded the stipend commensurate with the teacher's years of experience.

G. This provision applies to the teachers identified herein, and shall not apply to any teacher employed after August 1, 2004.

This memorandum (Section 18.15) shall take effect upon the parties' execution of a Collective Bargaining Agreement (CBA) between them for the 2004-2005 school year (and shall be applied retroactively as necessary to effectuate its intent) and thereupon become part of and attached to the CBA parties current Collective Bargaining

Agreement and will automatically roll-over to the new contract upon completion subsequent CBAs unless the parties expressly agree in writing to the contrary. This memorandum (Section 18.15) represents the entire agreement by the parties and any other claimed verbal or informal understanding is null and void and shall have no effect on the written terms contained in this document.

18.16 The Board shall pick-up the employees' contribution to the STRS using the salary reduction method of pick-up. This method permits the Board to provide more take-home pay to its employees without expending additional Board money.

A. The amount to be picked-up shall be equal to the employee's required contribution to the State Teachers' Retirement System.

The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.

B. The pick-up shall apply uniformly to all members of the bargaining unit.

C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.

D. The pick-up shall apply to all compensation including supplemental earnings.

18.17 In the interest of open communication, district finances shall be reviewed and discussed as part of the SAC agenda.

18.18 Consistent with Rule 3307-06-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary and Treasurer. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

Article XIX
Severance Pay

19.1 Upon proof of retirement from STRS, any bargaining unit member retiring from the Zanesville City School System will receive severance pay equal to one -fourth (¼) of that person's accumulated sick leave, not to exceed seventy-five (75) days. Any rehired retired teacher shall not be eligible for severance pay.

19.2 Effective beginning with the 1993-94 school year, a bargaining unit member awarded a perfect attendance certificate, under 6.1(E) of this agreement shall have one day of credit added to his/her accumulation of days for severance pay upon retirement above the number of days provided for in Article 19.1 of this agreement.

19.3 All severance payments shall be paid within seventy-five (75) calendar days of a bargaining unit member's retirement date. Taxation of said payment shall be in accordance with IRS regulations. It shall be the bargaining unit member's choice on whether or not to elect to tax defer their severance payment or receive a cash payment. The severance payment may be made to the bargaining unit members tax sheltered annuity if allowable under IRS regulations.

19.4 The above-referenced severance pay shall be made payable to the family or estate of any bargaining unit member who dies while said bargaining unit member was still under contract with the Board.

Article XX
Grievance Procedure

20.1 The primary purpose of this procedure is to secure equitable solutions to claims of aggrieved persons. Both parties agree that all proceedings shall be kept as informal and as confidential as possible.

20.2 The aggrieved has the right to a representative of his choice at each level of the grievance procedure. No bargaining unit member or group of bargaining unit members may be represented by any organization other than the Zanesville Education Association.

20.3 Since it is important that grievance procedures be processed as rapidly as possible, the number of school days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement. In the event a grievance is filed which may not be finally resolved at level five under the time limits set forth herein by the end of the school

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year, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as possible.

Grievances filed by the Association may bypass hearing level two if the building administrator does not have authority to resolve the grievance.

20.4 Level One

A bargaining unit member or a group of bargaining unit members in a building with a grievance shall discuss the matter with his/their principal or immediate supervisor with the objective of resolving the matter informally. If the issue is related to the Fiscal Department, the Level One discussion must occur with the Treasurer. If the building administrator does not have the authority to provide a resolution, the grievance shall be reduced to writing as outlined in 20.5-Level Two and shall be submitted to the superintendent, or her/his designee, in accordance with 20.6-Level Three, skipping the Level Two meeting.

20.5 Level Two

If the grievance is not resolved at Level One, the grievance shall be reduced to writing and given to the building principal. The formal grievance shall include the following:

A. Date of filing.

B. Alleged violation.

C. Section showing alleged violation, misinterpretation, or inequitable application of policies, rules or regulations as set forth in the collective bargaining agreement.

D. Relief sought.

The formal grievance shall be submitted to the principal within fifteen (15) school days from the date on which the grievant knew or should have reasonably known of the occurrence of the act or condition on which the grievance is based. The principal shall hold a hearing within five (5) school days after receiving the written grievance and shall render a written decision within five (5) school days after the hearing.

20.6 Level Three

If the formal grievance is not resolved at level two, the grievance may be referred to the Superintendent or his designee. This must be done within five (5) school days of the receipt of the principal's decision. The Superintendent or his designee shall hold a hearing within five (5) school days of receiving the grievance and shall render a written decision within five (5) school days of the hearing.

20.7 Level Four

If the grievance is not resolved at level three, the grievant, with the concurrence of the Association, may refer the grievance to the Board within five (5) school days of the

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receipt of the Superintendent or his designee's decision. The Superintendent shall place the matter on the Board agenda at the next regular meeting of the Board for consideration in executive session. The Board shall render written decision within ten (10) school days of the hearing.

20.8 Level Five

If the grievance is not resolved at Level Four, it may be submitted to binding arbitration before an arbitrator acceptable to both parties. If there is no agreement as to the selection of the arbitrator within five (5) school days, the selection will then be made from names submitted by the American Arbitration Association. Neither party shall be permitted to assert in such arbitration proceedings any grounds or rely on any evidence not previously disclosed to the other. Both the Board and the aggrieved agree to be bound by the award of the arbitrator. The cost of any arbitration under this article shall be shared equally by the Board and the aggrieved.

A. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed by the Association, the Board, and the arbitrator.

B. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Agreement, nor shall he/she make any decisions contrary to law.

20.9 The following terms used in the Agreement shall be defined as indicated:

A. A grievance is defined as a claim of misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining agreement.

B. The aggrieved is a bargaining unit member, group of bargaining unit members, or the Association making the claim.

C. The term bargaining unit member or teacher includes individuals or groups who are members of the bargaining unit covered by this Agreement.

D. A party in interest is a person or persons making the claim, and persons who might be required to take action or against whom action might be taken in order to resolve the claim.

E. The term school days shall mean days during which the Board offices are open for business.

F. The term formal shall mean a written record of the grievance is made and provided to all parties concerned.

20.10 In dealing with grievance procedures, bargaining unit members shall have certain rights as follows:

A. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

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B. Copies of all written decisions of the grievance procedures shall be sent to all parties concerned and to the President of the Association.

C. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the aggrieved.

D. A bargaining unit member is entitled to representation at all levels of this procedure.

E. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance at the next step and the grievance is considered concluded.

F. The failure of the administration or Board to comply with the time limit or procedure specified in this article shall permit the lodging of the grievance at the next step.

Article XXI
Evaluation

21.1 Purpose and Criteria

A. The purpose of evaluation is to inform and improve instruction; make a record of a bargaining unit member's performance; advance the professional practice of teachers; and assist teachers and administrators in identifying, implementing and supporting best practices.

B. No bargaining unit member shall be evaluated more than once annually. Teachers instructing semester-long elective courses are evaluated on a full year cycle.

C. All observations shall be completed not later than the first day of May, and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

D. All forms used in the evaluation process shall follow the Ohio Teacher Evaluation System (OTES) for those bargaining unit members covered by OTES. For bargaining unit members not covered by OTES, see the Auxiliary Services Personnel section of this Article.

E. Notwithstanding the language in the Other Observed Deficiencies section of this Article, no bargaining unit member shall be evaluated on his or her work performance except based on the observations of the bargaining unit member by the teacher's assigned evaluator and based on the walkthroughs that are set forth in this agreement.

F. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.

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G. No misleading, inaccurate, untimely or undocumented information may become part of a bargaining unit member's evaluation. All results and conclusions of performance assessments must be documented and supported by evidence.

H. Evaluators will include building administrators who have completed state-sponsored evaluation training and have passed the online credentialing assessment. In addition, there shall be a list of Board approved credentialed evaluators agreed upon with the Association who have had prior experience as a classroom teacher and who have completed state-sponsored evaluation training, and have passed the online credentialing assessment. The evaluator will identify himself/herself to the bargaining unit member prior to beginning the annual evaluation process. This may be written, via email, or verbal.

I. The teacher members of any committee established by the school board, or the school district's administration, to deal with matters regarding the evaluation of bargaining unit members shall be selected by the Zanesville Education Association.

J. If a teacher's absences interfere with evaluation timelines set forth herein, such timelines shall be extended for a period corresponding to the length of the absence, except that all observations must be completed by May 1.

K. The OTES Committee shall determine which measures of High Quality Student Data ("HQSD") will be accepted in the district. When utilizing vendor assessments to construct HQSD, the district shall determine which related teaching, student and other educational materials are necessary and shall purchase those materials. All affected staff shall be trained on utilization of the assessment program.

L. No teacher performance information shall be collected by video or audio devices without the express, written consent of the teacher being evaluated.

21.2 Evaluation Cycle

A. A full evaluation cycle shall include a Professional Growth Plan or Professional Improvement Plan; formal holistic observation(s); a formal focused observation; post-conference(s); walkthroughs; and a final summative conference.

B. A less-frequent cycle shall include a Professional Growth Plan; formal focused observation; ate least one walkthrough; and a final summative conference.

C. Teachers shall be placed on the less-frequent cycle as follows:

1. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every third school year.

2. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year.

D. The following teachers shall not be evaluated:

1. A teacher who was on approved leave from the school district for fifty percent or more of the school year, as calculated by the board.

2. A teacher who has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

E. A teacher who is taking the RESA assessment for the first time may submit an unedited video of their instruction in lieu of one of the first two observations. The District will not otherwise use video/audio evidence submitted to the Ohio Department of Education by a Resident Educator candidate as evidence to assess teaching performance, unless the teacher requests the District do so.

21.3 Self-Assessment

Teachers must complete either the OTES self-assessment or the RESA self-assessment during their first year in the District. In subsequent years, completion of the self-assessment is optional but encouraged. During the RESA period, the self-assessment shall be shared with the teacher's mentor.

21.4 Observations

A. Pre-conferences shall be optional at the teacher's or evaluator's request. If either party requests a pre-conference, such meeting shall occur at least three (3) school days prior to the scheduled observation and shall include discussion of (1) lesson or unit objectives, (2) prior learning experiences of the students, (3) characteristics of learners and the learning environment, (4) instructional strategies to meet lesson objectives, (5) student activities and materials to be used, (6) differentiation based on the needs of students, and (7) assessments or data collected to demonstrate student learning.

B. A minimum of two (2) formal observations, one holistic and one focused, shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes. If the Board has entered into a limited contract, or extended limited contract, with a bargaining unit member pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a third formal observation of at least thirty (30) minutes if the bargaining unit member is under consideration for non-renewal. The third observation shall be holistic. All observations shall be announced in advance and scheduled at least three (3) weeks apart from each other. Formal observations may not occur the day before or after Thanksgiving, Winter or Spring breaks, or the day before or after a teacher administers full-day standardized testing, unless the teacher consents.

C. A post-observation conference shall be held within ten (10) workdays after the first holistic observation and for the summative review, and shall be used to inform the bargaining unit member if observed instructional practices were aligned with the criteria on the observation form. Post-conferences for other observations are optional at the teacher's or evaluator's request. The identification of any performance deficiencies and recommendations for improvement shall be compiled and reported in writing and a copy of the report shall be provided to the bargaining unit member during the post-observation conference. A required signature by the bargaining unit member to receive the report should not be

construed as evidence that the bargaining unit member agrees with the contents of the observation report. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies by:

1. Identifying performance deficiencies;

2. Listing specific performance expectations;

3. Noting what resources and assistance are to be provided by the District to support professional development of the teacher;

4. Providing sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

21.5 Walkthroughs

A. A walkthrough is an informal observation of a bargaining unit member by an evaluator that lasts 10 to 25 minutes. Walkthroughs should focus on 1-2 OTES domains but may incorporate observations in other areas.

B. A bargaining unit member shall be notified of a walkthrough by the evaluator.

C. There shall be one (1) walkthrough per formal observation, and more if either the teacher or evaluator requests. An evaluator may not conduct more than one (1) OTES walkthrough of the same teacher in one day. Evaluators shall make best efforts to minimize disruptions to the learning environment.

D. The identification of any performance deficiencies and recommendations for improvement shall be compiled and reported in writing and a copy of the report shall be provided to the bargaining unit member within three (3) school days of the walkthrough absent emergency circumstances. A required signature by the bargaining unit member to receive the report should not be construed as evidence that the bargaining unit member agrees with the contents of the walkthrough report. A bargaining unit member shall be permitted to schedule a conference with the evaluator to discuss any identified deficiencies, and to discuss recommendations to correct them.

21.6 Other Observed Deficiencies

Other observed deficiencies regarding the bargaining unit member's failure to adhere to reasonable work rules and other documented deficiencies, not noted during the formal observations or walkthroughs, must be put in writing and provided to the bargaining unit member within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and the plan shall allow not more than six (6) weeks for such remediation.

21.7 Finalization of the Evaluation

A. Not later than May 10, a copy of the formal written evaluation report shall be given to the bargaining unit member and a conference shall be held between him/her and the evaluator.

B. Teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on the evaluator's holistic assessment of the OTES domains, including the teacher's instructional planning, instruction and assessment, professionalism, and high quality student data ("HQSD"). Evaluators shall use a preponderance of the evidence standard in determining teachers' effectiveness ratings.

C. The evaluation shall acknowledge the performance strengths of the bargaining unit member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification that the evaluation will be placed on file, but his/her signature should not be construed as evidence that the bargaining unit member agrees with the contents of the evaluation report. Signature may be by electronic pin. The evaluation report shall be completed by May 10 and sent to the Superintendent. If the teacher misses the pinning deadline, the administration may still submit the evaluation to the State.

D. All results and conclusions of performance assessments shall be timely, documented and supported by evidence collected by the evaluator. Upon request, a teacher shall be given copies of all information and documents obtained through the evaluation process.

E. A poorly performing teacher is any teacher who has received an evaluation rating of Ineffective for two (2) of the three (3) most recent school years, has completed a professional improvement plan in the fourth school year following those three (3) school years, and has also received an evaluation rating of Ineffective in that fourth school year.

21.8 Professional Growth/Improvement Plans

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

1. Teachers rated Accomplished on their most recent evaluation will develop a professional growth plan annually and may choose their credentialed evaluators within the building, or choose a credentialed evaluator approved by the Superintendent, for the evaluation cycle as set forth in this agreement.

2. Teachers rated Skilled on their most recent evaluation will jointly develop a professional growth plan with the credentialed evaluators annually and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.

3. Teachers rated Developing on their most recent evaluation must annually develop a Professional Growth Plan guided by their evaluator.

4. Teachers rated Ineffective on their most recent evaluation will be placed on an Improvement Plan developed by their assigned evaluator. The

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Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

B. Professional Growth/Improvement Plans must be developed on the following schedule:

1. For teachers with a prior OTES rating: No later than September 15 of the school year for which the plan will be in effect.

2. For teachers without a prior OTES rating: At the post-conference for the first formal observation.

C. Professional Growth Plans shall be based on the results of a teacher's evaluation and align to any existing district or building improvement plans. Growth Plans must have no more than 2 focus areas and 2-4 goals (at least one student-centered and at least one teacher-centered). Goals must align with the focus area(s), but not necessarily with a teacher's HQSD results. Growth Plans may be modified during a school year if both the teacher and evaluator agree.

D. Professional Improvement Plans shall be based on the results of a teacher's evaluation and align to any existing district or building improvement plans. The district may place a teacher on an Improvement Plan based on deficiencies in any individual component of the evaluation system. Improvement Plans must have no more than 2 focus areas and 2-4 goals (at least one student-centered and at least one teacher-centered). Goals must align with the focus area(s), but not necessarily with a teacher's HQSD results. Improvement Plans must include:

1. Specific, measurable instructional practices to be observed;
2. Specific, evidence-based resources, and assistance to be provided;
3. Clearly articulated timelines for the completion of the plan; and
4. Monetary, time, material and human resources sufficient to realize the expectations set forth in the plan.

21.9 Mentoring

The district shall provide teachers on Performance Improvement Plans with a mentor teacher who is not the evaluator and who is mutually agreed upon between the mentee teacher and the evaluator. The mentor must be someone who has demonstrated strength in the mentee's area(s) of weakness. Mentors shall be paid at the RESA mentor rate. The mentoring stipend shall be prorated based on what portion of the school year the mentor serves.

21.10 Due Process

A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed.

B. A teacher has the unfettered right to attach any comments regarding observation or feedback and such comments will become part of the observation summary form and the teacher's file. A teacher may also provide evidence to their evaluator

to support and inform an accurate reflection of the evaluation factors being evaluated. Teachers must submit additional evidence or a rebuttal within five (5) school days of receiving an observation feedback form, and in any event no later than May 10.

C. A teacher shall be entitled to Union representation at any conference held during this evaluation procedure in which the teacher will be advised of an impending adverse personnel action, including non-renewal, termination, or being placed on a plan of improvement.

D. Failure by the District to adhere to auy timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

21.11 Counselor Evaluation

A. Criteria for Counselor Evaluation

1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.

2. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor.

3. No misleading, inaccurate, untimely or undocumented information may become part of a counselor's evaluation. All results and conclusions of a counselor evaluation must be documented and supported by evidence.

4. The District shall conduct all evaluations so as to observe the legal and constitutional rights of counselors and students.

5. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

B. Evaluation Process

1. No school counselor shall be subject to more than one (1) evaluation cycle per school year.

2. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.

3. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to Section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may

wish to declare its intention not to re-employ a counselor pursuant to division (B), (C)(3), (D), or (E) of that section.

4. The Board of Education shall evaluate a counselor receiving a rating of "Accomplished" every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

5. The Board of Education shall evaluate a counselor receiving a rating of "Skilled" every two (2) years as long as the metric of student outcome is, for the most recent school year for which data is available, "Skilled" or higher on the evaluation rubric.

6. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of accomplished or skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.

7. The District shall not conduct an evaluation for any counselor who:

   a. Was on leave for 50% or more of the school year; or

   b. Submitted notice of retirement and such notice has been acted on by the Board of Education on or before December 1st of the school year in which they plan to retire.

C. Informal Observation

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented and will focus on one (1) or more of the following components:

   - Comprehensive School Counseling Program Plan
   - Direct Services for Academic, Career and Social/Emotional Development
   - Evaluation and Data
   - Indirect Services: Partnership and Referrals
   - Leadership and Advocacy
   - Professional Responsibility, Knowledge and Growth
   - Student Outcomes

   The Principal and Counselor will meet at the beginning of the year to establish goals for the seven criteria items.

2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

3. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walkthrough.

4. No more than two (2) informal observations shall be included in each evaluation cycle. At least one (1) informal observation will occur prior to each formal observation. Evidence collection is ongoing throughout the evaluation cycle.

D. Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between the beginning of the School Counselor's duty calendar and April 30. There will be a minimum of six (6) weeks between the first two (2) formal observations.

2. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observation in excess of those enumerated in 1. above, shall occur more than fifteen (15) working days after the most recent formal observation.

3. Each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting, the parties shall mutually agree to and designate the time and location of the observation. If a pre-conference is not held, the counselor and evaluator shall mutually determine the time and location of the observation.

4. A post-observation conference shall be held no more than ten (10) working days following the observation and at least one (1) working day following the receipt of the draft observation report. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.

5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor or observed during working hours by an administrator.

6. A counselor may request a formal observation at any time, in addition to those required by this procedure.

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E. Finalization of the Evaluation Cycle

1. Each evaluation will result in a final summative rating of "Accomplished," "Skilled," "Developing," or "Ineffective." The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. Any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor's signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.

2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.

3. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor and the administrator.

4. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE), the final summative rating of each school counselor.

5. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor's personnel file.

F. Professional Growth Plans

Counselors with a summative evaluation rating of accomplished will independently develop a professional growth plan in accordance with Article 25.6 of this Agreement. If developing or skilled, the PGP will be developed with the building administrator.

G. Professional Improvement Plan

A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has a final summative rating of "Ineffective" on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in Article 25.7 of this Agreement.

H. Due Process

Due process shall be in accordance with Article 21.8 of this Agreement.

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I. Professional Development

1. The Board shall provide training on the counselor evaluation procedure for those seeking to become credentialed evaluators and all counselors prior to the implementation of the evaluation procedure.

2. Evaluators

Before beginning the evaluation process, each evaluator shall be required to successfully complete the state-mandated evaluator credentialing training.

21.12 Auxiliary Service Personnel Evaluation

The district and the Association shall create Auxiliary Services Personnel evaluation committees to determine appropriate rubrics and observation requirements for evaluation of librarians, reading consultants, speech and hearing therapists, media specialists and school nurses. Timelines for these evaluation processes will adhere as closely as possible to those for OTES teachers.

21.13 OTES Committee

The district and the Association shall create an OTES Committee on the following terms:

A. The OTES Committee shall comprise six (6) teachers and six (6) administrators, jointly chaired by one teacher and one administrator.

B. The Committee shall work on a consensus model.

C. The Committee shall receive OTES training.

D. The Committee shall be responsible for: Reviewing evaluation procedures and instruments; developing a rubric for assessing progress on Professional Growth Plans; identifying HQSD sources; and defining "experts in the field" for OTES purposes.

E. OTES Committee members shall receive up to two (2) days of release time per year. Teacher members will be paid a prorated per diem rate for OTES Committee meeting time outside the workday.

F. Decisions of the OTES Committee are not subject to bargaining. However, changes to this article and the evaluation procedures contained herein are subject to bargaining.

Article XXII
Entire Agreement Clause

22.1 This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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Article XXIII
Duration and Effects

23.1 Conforming to Law - Saving Clause

Except as otherwise provided herein, if any provision of this Agreement is or shall be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

Except as otherwise provided herein, in the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

23.2 Complete Agreement Clause

It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining. Except as required by Chapter 4117 of the Ohio Revised Code, the Association and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

23.3 Duration

The provision of this Agreement shall be in effect upon final approval of both parties from August 1, 2024 through July 31, 2027. Members of the Association agree that they shall regularly perform their educational tasks in accordance with the provisions of all individual contracts made with the Board and this Agreement, as well as the obligation to faithfully promote and strengthen the regularly planned program of curricular education for the students of the Zanesville City School District during the term of this Agreement. The Board agrees that it shall faithfully fulfill its obligations enumerated in this document for the length of this contract.

23.4 Distribution of Agreement

Copies of this Agreement shall be reproduced and distributed to all bargaining unit members now and subsequently employed during the term of this Agreement. The Board and the Union will share the cost of reproducing the number of copies of the Agreement

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required above as well as fifteen (15) extra copies for Association use. In addition, an electronic version will be posted to the District's website.

23.5 Forms Relative to this Agreement

The Administration assumes the responsibility in concert with the Association to develop appropriate forms relative to this Agreement.

BOARD OF EDUCATION

Valencia D. Clark
President
Date 8/7/24

Laura Tompkins
Superintendent
Date 8/7/24

ZANESVILLE EDUCATION ASSOCIATION

Sarah Gaeta
President
Date 8/7/24

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GLOSSARY

Teacher

The term teacher when used, shall refer to all certificated employees represented by the Association in the bargaining unit. Any reference to male bargaining unit members includes female bargaining unit members.

Veteran Teacher

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Teachers who have had three years of continuous, successful teaching in the system will be considered veteran bargaining unit members.	
Elementary Specialists	The term "elementary specialists" shall mean those bargaining unit members who are certificated/licensed to teach art, physical education, or music.

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APPENDIX A

ZANESVILLE CITY SCHOOLS
Teacher Salary Index

Years	No Degree	BA Degree	BA+ 139 hrs	BA+ 150 hrs	MA Degree	MA +15 hrs	MA +30 hrs	MA +45 hrs
0	0.8650	1.0000	1.0260	1.0540	1.0990	1.1490	1.1990	1.3101
1	0.9000	1.0380	1.0650	1.0960	1.1500	1.2040	1.2590	1.3701
2	0.9350	1.0760	1.1040	1.1380	1.2010	1.2590	1.3190	1.4301
3	0.9700	1.1140	1.1430	1.1800	1.2520	1.3140	1.3790	1.4901
4	1.0050	1.1520	1.1820	1.2220	1.3030	1.3690	1.4390	1.5501
5	1.0400	1.1900	1.2210	1.2640	1.3540	1.4240	1.4990	1.6101
6	1.0750	1.2280	1.2600	1.3060	1.4050	1.4790	1.5590	1.6701
7	1.1100	1.2660	1.2990	1.3480	1.4560	1.5340	1.6190	1.7301
8	1.1450	1.3040	1.3380	1.3900	1.5070	1.5890	1.6790	1.7901
9	1.1800	1.3420	1.3770	1.4320	1.5580	1.6440	1.7390	1.8501
10	1.2150	1.3800	1.4160	1.4740	1.6090	1.6990	1.7990	1.9101
11	1.2500	1.4180	1.4550	1.5160	1.6600	1.7540	1.8590	1.9701
12	1.2850	1.4560	1.4940	1.5580	1.7110	1.8090	1.9190	2.0301
16	1.3025	1.4750	1.5135	1.5790	1.7365	1.8365	1.9490	2.0601
20	1.3200	1.4940	1.5330	1.6000	1.7620	1.8640	1.9790	2.0901
25	1.3375	1.5130	1.5525	1.6210	1.7875	1.8915	2.0090	2.1201

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APPENDIX B

ZANESVILLE CITY SCHOOLS
TEACHER SALARY SCHEDULE

Base: $39,263 **2024-2025 (includes 4% increase)**

Years	No Degree	BA Degree	BA+ 139 hrs.	BA+ 150 hrs.	MA Degree	MA + 15 hrs.	MA + 30 hrs.	MA + 45 hrs.
0	33,962	39,263	40,284	41,383	43,150	45,113	47,076	51,438
1	35,337	40,755	41,815	43,032	45,152	47,273	49,432	53,794
2	36,711	42,247	43,346	44,681	47,155	49,432	51,788	56,150
3	38,085	43,739	44,878	46,330	49,157	51,592	54,144	58,506
4	39,459	45,231	46,409	47,979	51,160	53,751	56,499	60,862
5	40,834	46,723	47,940	49,628	53,162	55,911	58,855	63,217
6	42,208	48,215	49,471	51,277	55,165	58,070	61,211	65,573
7	43,582	49,707	51,003	52,927	57,167	60,229	63,567	67,929
8	44,956	51,199	52,534	54,576	59,169	62,389	65,923	70,285
9	46,330	52,691	54,065	56,225	61,172	64,548	68,278	72,640
10	47,705	54,183	55,596	57,874	63,174	66,708	70,634	74,996
11	49,079	55,675	57,128	59,523	65,177	68,867	72,990	77,352
12	50,453	57,167	58,659	61,172	67,179	71,027	75,346	79,708
16	51,140	57,913	59,425	61,996	68,180	72,106	76,524	80,886
20	51,827	58,659	60,190	62,821	69,181	73,186	77,701	82,064
25	52,514	59,405	60,956	63,645	70,183	74,266	78,879	83,241

ZANESVILLE CITY SCHOOLS
TEACHER SALARY SCHEDULE

Base: $40,441 **2025-2026 (includes 3% increase)**

Years	No Degree	BA Degree	BA+ 139 hrs.	BA+ 150 hrs.	MA Degree	MA + 15 hrs.	MA + 30 hrs.	MA + 45 hrs.
0	34,981	40,441	41,492	42,625	44,445	46,467	48,489	52,982
1	36,397	41,978	43,070	44,323	46,507	48,691	50,915	55,408
2	37,812	43,515	44,647	46,022	48,570	50,915	53,342	57,835
3	39,228	45,051	46,224	47,720	50,632	53,139	55,768	60,261
4	40,643	46,588	47,801	49,419	52,695	55,364	58,195	62,688
5	42,059	48,125	49,378	51,117	54,757	57,588	60,621	65,114
6	43,474	49,662	50,956	52,816	56,820	59,812	63,048	67,541
7	44,890	51,198	52,533	54,514	58,882	62,036	65,474	69,967
8	46,305	52,735	54,110	56,213	60,945	64,261	67,900	72,393
9	47,720	54,272	55,687	57,912	63,007	66,485	70,327	74,820
10	49,136	55,809	57,264	59,610	65,070	68,709	72,753	77,246
11	50,551	57,345	58,842	61,309	67,132	70,934	75,180	79,673
12	51,967	58,882	60,419	63,007	69,195	73,158	77,606	82,099
16	52,674	59,650	61,207	63,856	70,226	74,270	78,820	83,313
20	53,382	60,419	61,996	64,706	71,257	75,382	80,033	84,526
25	54,090	61,187	62,785	65,555	72,288	76,494	81,246	85,739

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ZANESVILLE CITY SCHOOLS
TEACHER SALARY SCHEDULE

Base: $41,654 **2026-2027 (includes 3% increase)**

Years	No Degree	BA Degree	BA+ 139 hrs.	BA+ 150 hrs.	MA Degree	MA + 15 hrs.	MA + 30 hrs.	MA + 45 hrs.
0	36,031	41,654	42,737	43,903	45,778	47,860	49,943	54,571
1	37,489	43,237	44,362	45,653	47,902	50,151	52,442	57,070
2	38,946	44,820	45,986	47,402	50,026	52,442	54,942	59,569
3	40,404	46,403	47,611	49,152	52,151	54,733	57,441	62,069
4	41,862	47,985	49,235	50,901	54,275	57,024	59,940	64,568
5	43,320	49,568	50,860	52,651	56,400	59,315	62,439	67,067
6	44,778	51,151	52,484	54,400	58,524	61,606	64,939	69,566
7	46,236	52,734	54,109	56,150	60,648	63,897	67,438	72,066
8	47,694	54,317	55,733	57,899	62,773	66,188	69,937	74,565
9	49,152	55,900	57,358	59,649	64,897	68,479	72,436	77,064
10	50,610	57,483	58,982	61,398	67,021	70,770	74,936	79,563
11	52,068	59,065	60,607	63,147	69,146	73,061	77,435	82,063
12	53,525	60,648	62,231	64,897	71,270	75,352	79,934	84,562
16	54,254	61,440	63,043	65,772	72,332	76,498	81,184	85,811
20	54,983	62,231	63,856	66,646	73,394	77,643	82,433	87,061
25	55,712	63,023	64,668	67,521	74,457	78,789	83,683	88,311

APPENDIX C

ZANESVILLE CITY SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE
2024-2025

Base Salary: **$39,263**

Class	Percent of Base	Amount
I	0.31	$12,172
II	0.26	$10,208
III	0.21	$8,245
IV	0.16	$6,282
V	0.14	$5,497
VI	0.12	$4,712
VII	0.10	$3,926
VIII	0.08	$3,141
IX	0.06	$2,356
X	0.04	$1,571

ZANESVILLE CITY SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE
2025-2026

Base Salary: **$40,441**

Class	Percent of Base	Amount
I	0.31	$12,537
II	0.26	$10,515
III	0.21	$8,493
IV	0.16	$6,471
V	0.14	$5,662
VI	0.12	$4,853
VII	0.10	$4,044
VIII	0.08	$3,235
IX	0.06	$2,426
X	0.04	$1,618

ZANESVILLE CITY SCHOOLS
SUPPLEMENTAL SALARY SCHEDULE
2026-2027

Base Salary: **$41,654**

Class	Percent of Base	Amount
I	0.31	$12,913
II	0.26	$10,830
III	0.21	$8,747
IV	0.16	$6,665
V	0.14	$5,832
VI	0.12	$4,998
VII	0.10	$4,165
VIII	0.08	$3,332
IX	0.06	$2,499
X	0.04	$1,666

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APPENDIX D

ZANESVILLE CITY SCHOOLS
ZEA BENEFITS OPTIONS

		CURRENT OPTION 2		CURRENT OPTION 3		PROPOSED OPTION 4		PROPOSED OPTION 5	
		IN NETWORK	OUT OF NET	IN NETWORK	OUT OF NET	IN NETWORK	OUT OF NET	IN NETWORK	OUT OF NET
Deductible Single/Family		$500/$1000	$1000/$2000	$1000/$2000	$2000/$4000	$1500/$3000	$3000/$6000	$2000/$4000	$4000/$8000
Co-Insurance		90%	80%	80%	70%	80%	70%	80%	70%
Out of Pocket		$500/$1000	$1000/$2000	$1000/$2000	$1500/$3000	$1500/$3000	$3000/$6000	$4000/$8000	$8000/$16000
Maximum Out of Pocket		$1000/$2000	$2000/$4000	$2000/$4000	$3500/$7000	$3000/$6000	$6000/$12000	$6000/$12000	$12000/$2400
Office Visit Co-Pay		$20	Ded/Co-Ins	$25	Ded/Co-Ins	$30	Ded/Co-Ins	$30	Ded/Co-Ins
Office Visit Co-Pay - Specialist		$35	Ded/Co-Ins	$40	Ded/Co-Ins	$50	Ded/Co-Ins	$50	Ded/Co-Ins
Urgent Care Co-Pay		$35	Ded/Co-Ins	$50	Ded/Co-Ins	$75	Ded/Co-Ins	$75	Ded/Co-Ins
ER Co-Pay (must be emerg)		$100	Ded/Co-Ins	$150	Ded/Co-Ins	$200	Ded/Co-Ins	$200	Ded/Co-Ins
Drug Card - 30 Day Supply		$5/$25	$5/$25	$5/$25	$5/$25	$5/$25	$5/$25	$5/$25	$5/$25
Drug Card - 90 Day Supply		$10/$50	$10/$50	$10/$50	$10/$50	$10/$50	$10/$50	$10/$50	$10/$50
Single		$1,028		$987		$905		$868	
Family		$2,541		$2,402		$2,202		$2,114	
Employee Share Single		$154.20	15.00%	$118.44	12.00%	$81.45	9.00%	$52.08	6.00%
Emp. Share both Spouses w/Sin		$100.23		$76.99		$52.94		$33.85	
Annual Board Contribution		$10,485.60	85.00%	$10,422.72	88.00%	$9,882.60	91.00%	$9,791.04	94.00%
Employee Share - Family		$431.97	17.00%	$336.28	14.00%	$242.22	11.00%	$169.12	8.00%
Emp. Share both Spouses w/Fam		$280.78		$218.58		$157.44		$109.93	
Annual Board Contribution		$25,308.36	83.00%	$24,788.64	86.00%	$23,517.36	89.00%	$23,338.56	96.00%
Cap Year 2	Single	$166.54		$127.92		$87.97		$57.29	
	Both Spouses/Sin	$109.25		$83.15		$57.18		$37.24	
	Family	$466.53		$363.18		$261.60		$186.03	
	Both Spouses/Fam	$303.24		$236.07		$170.04		$120.92	
Cap Year 3	Single	$179.86		$138.15		$95.00		$63.02	
	Both Spouses/Sin	$116.91		$89.80		$61.75		$40.96	
	Family	$503.85		$392.24		$282.53		$204.64	
	Both Spouses/Fam	$327.50		$254.95		$183.64		$133.02	

Option 1 is removed.

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