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NEGOTIATED AGREEMENT

BETWEEN

THE

XENIA EDUCATION

ASSOCIATION AND THE

XENIA COMMUNITY SCHOOLS BOARD OF EDUCATION

Effective July 1, 2024

Through

June 30, 2027

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ARTICLE I

1.00 RECOGNITION

The Xenia Board of Education, hereinafter "Board," hereby recognizes the Xenia Education Association OEA/NEA-Local, hereinafter the "Association," as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, nonsupervisory personnel (as certified by the State Employment Relations Board) both full and part-time under contract, either verbal or written, on leave, employed by the District performing or to perform any work currently being performed by bargaining unit members or any similar work, including by way of illustration only but not limitation, classroom teachers (K-12, special and vocational), guidance counselors, librarians, school nurses, department heads, and certified special education (e.g. C.D., E.D., L.D.) personnel. The superintendent, directors, assistant superintendent, principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

ARTICLE II

2.00 NEGOTIATIONS PROCEDURE

2.01 Scope of Negotiations

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

2.02 Initiating Meetings

1. Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the President of the Association, and Association requests shall be directed to the Superintendent. A copy of said requests shall be filed with the State Employment Relations Board (SERB) by the initiating party.
2. The initial request calling for negotiations shall be made by either party between March 15 and March 30 of the last year of the current agreement.

2.03 Negotiations Procedure Guidelines

1. The first meeting shall be arranged by mutual agreement but shall take place within fifteen (15) calendar days of the initial request. At the meeting, both parties will exchange proposals with explanations of each issue.

2. The second meeting will be scheduled within fifteen (15) calendar days to agree on as many issues as possible before concentrated bargaining begins.

3. After the second meeting, each party reduces their proposals to no more than fifteen (15) topics each. This list must be submitted to the other party within five (5) school days. No additional items may be added after this exchange.

4. Preparation time begins. It is important that each party come to the next sessions totally prepared.

5. A three (3) day session will be scheduled. The meeting place and time will be mutually acceptable to both parties. All team members are committed to the entire three (3) day period.

6. At the three (3) day session, the schedule will be determined by the parties:

   All items not TA'd by 3:00 p.m. the third day will be submitted to Federal Mediation and Conciliation Service (FMCS) for mediation.

7. When all items have been tentatively agreed upon and initialed, such tentative agreement shall be submitted for ratification and adoption within ten (10) days or as soon as practicable. If ratified by the Association, the tentative agreement shall be submitted to the Board, at the next regularly scheduled Board meeting for adoption.

2.04 Negotiating Meetings

The Association and the Board pledge that their representative shall have the power and authority to make proposals, consider proposals, and make counter proposals. All negotiations shall be conducted exclusively between the officially designated representatives. Neither party shall be compelled to make a concession.

2.05 News Media

All negotiations shall be conducted in executive sessions between the two (2) teams. Any information released to the news media or to the public concerning items under negotiations during the process set forth in Section 2.03 shall be in writing and must bear the signatures of the spokespersons of both teams.

2.06 Protocol

No action to coerce, or censor, or penalize any negotiations participant shall be made or implied.

2.07 Negotiation Teams

The Board and the Association shall be represented at a negotiation session by a team of negotiators not to exceed four (4) members each. All negotiations shall be conducted exclusively between said items.

2.08 Consultant

In addition to said teams, each team shall be authorized to admit one (1) consultant to such meetings. A consultant may interchange with members of the team as may be desired by each team. Each team is privileged to call upon a consultant or those resource people necessary to present its case.

2.09 Agreement

When a negotiated agreement is reached, it shall be reduced to writing by the spokespersons for the negotiating teams and submitted for ratification to the Association and then to the Board for adoption. When adopted, it shall be signed by the respective parties' presidents and shall be entered into the official minutes of the Board. Thereupon, the negotiated items shall supersede any conflicting Board policy or administrative regulation for the duration of the term of the negotiated items.

2.10 Impasse

The Association and the Board negotiating teams shall negotiate until agreement is reached, but not to exceed the guidelines set forth in Section 2.03. At the end of the three-day bargaining session, if the parties have not reached agreement on items under consideration, or if the teams mutually agree that impasse has been reached prior to the end of the three (3) day period, the parties shall make a joint request to the Federal Mediation and Conciliation Service or to some mutually agreed upon mediation service for the assistance of a mediator. Any costs for such services will be shared equally by the parties.

The parties agree to meet at the call of any mediator assigned. Upon the expiration of the contract after the parties have been at impasse for at least thirty (30) days and settlement has not been reached, the Association will have the option of exercising available rights outlined in O.R.C. 4117.14(D)(2).

Both parties agree that this mediation procedure is the final step in negotiations.

2.11 In-term bargaining

If in-term bargaining is required either by this agreement or by law during the term of this contract, the parties agree to bargain the issue(s) for a period of time not to exceed fifteen (15) work days unless such time limitation is extended by mutual agreement.

In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service.

2.12 Continuing Improvement Plan

Any and all items and conditions contained in either the district or building Continuous Improvement Plans (CIP), that change or modify any current or past practice of any bargaining unit member, may be done as written or by an alternative ~~e~~collaborative method jointly determined by the teacher and his or her supervisor.

ARTICLE III

3.00 GRIEVANCE PROCEDURE

3.01 Definitions

3.011 A "Grievance" is a complaint of:

A. an alleged violation, misinterpretation, or misapplication of matters negotiated and agreed to between the Board and the Association;

B. unjustified formal disciplinary action arising under those matters negotiated and agreed to between the Board and the Association, excluding proceedings under state statute;

C. an alleged violation, misinterpretation, or misapplication of non-negotiated Board policies affecting a bargaining unit member's working conditions.

3.012 A "Grievant" means any teacher or group of teachers alleging that some violation, misinterpretation, or misapplication as defined in "A" above was contrary to his/her rights. The Association, as such, may file a grievance if the subject matter concerns an alleged violation of rights or privileges granted to the Association.

3.013 A "group grievance" means a grievance arising out of identical circumstances, which was allegedly contrary to the rights of each member of said group.

3.014 "Days" means school days.

3.015 "Immediate Supervisor" is defined as the person assigned to evaluate the employee.

3.02 Time Limits

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

If an employee does not file a grievance in writing within fifteen (15) days after he/she knew or should have known of the act or condition on which the grievance is based, then the grievance shall be considered waived.

If a decision on the grievance is not appealed by the Grievant and/or the Association within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step.

All notices of hearing and disposition of grievances shall be submitted by electronic copy and hand delivered. Grievances and appeals shall be considered received on the date the hand delivered copy is submitted in person, and it shall include a time and date stamp, as well as the initials of the person receiving and delivering.

In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible but no later than the beginning of the next school term.

3.03 Representation

The Board, the Association, or an individual shall have the right of free choice in designating representatives for the purpose of resolving grievances, except as provided herein.

A Grievant may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of his/her choice, provided twenty-four (24) hour advance notice is given, including nature of the complaint, except that he/she may not be represented by an officer or employee of any teachers' organization other than the recognized Association or an affiliate organization.

3.04 General Provisions

The Association shall receive notice of each meeting held to resolve the grievance, shall be given an opportunity to be present, and shall be given a copy of the recommended disposition of such grievance at each step. Such written notice and disposition shall be made at the same time and in the same manner, as such notice of disposition is required to be sent to the Grievant.

The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the Grievant, the Association, its officers or administration, be placed in jeopardy or be the subject for reprisal or discrimination for having followed this Grievance Procedure.

If a grievance appears to arise from the actions of an authority higher than the Principal of a school or affects a group or class of teachers, or is concerned with a system-wide policy, it may be submitted at Step II after it has been through the informal process first.

The purpose of these procedures is to secure, at the lowest possible administrative level, equitable solutions to grievances. All parties agree that proceedings shall be kept as confidential as is appropriate.

3.05 Legal Rights

Nothing in this Agreement shall be construed to deny to any teacher or other negotiating unit member of the Board or the Administration the right to resort to legal proceedings. No decision on, or adjustment of, a grievance shall be contrary to any provision of this Agreement.

3.06 Procedural Steps

3.061 Informal Step - if a teacher believes there is a basis for a grievance at the building level, he/she must first discuss the matter with his/her Principal or immediate supervisor in an effort to resolve the problem informally. The teacher has the right to be accompanied and/or represented by the Association representative or a legal consultant of his/her choosing.

Grievances may be adjusted informally provided the adjustment is not inconsistent with this contract, the policies and rules of the Board, and if the Association representative has been given the opportunity to be present at the meeting and to state the Association views on the grievance.

3.062 Formal Steps

Step I

If the grievance is not resolved within five (5) days of such informal meeting the teacher may present a formal claim by submitting a completed Grievance Report Form, Step I, in triplicate, which form is set forth in Appendix I. Copies of this form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies and/or rules allegedly violated and the relief sought shall be submitted by the Grievant to his/her immediate supervisor with copies to the Association representative and by the Superintendent to the immediate supervisor. Within three (3) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the teacher and/or his/her Association representative or legal consultant in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within three (3) school days after such meeting by completing Step I of the Grievance Report From and returning it to the Grievant. The Association and the Superintendent shall both be notified in writing as to such disposition of the grievance.

Step II

If the teacher is not satisfied with the disposition of the grievance in Step I, or if no disposition has been made within the above time limits, the Grievant and/or the Association shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent. Within five (5) school days of receipt, the Superintendent and/or his/her designated representative shall meet with the Grievant and/or his/her Association representative. Within three (3) school days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing Step II and forwarding it to the Grievant. The Association and the immediate supervisor shall be notified in writing of said disposition. If the Grievance Report Form is not forwarded by either the Grievant of the Association to the Superintendent within five (5) school days after the receipt of the disposition in Step I, the grievance shall be considered waived and further action barred.

Step III

If the action taken in Step II by the Superintendent does not resolve the grievance to the satisfaction of the teacher or no decision has been rendered by the Superintendent within five (5) days, the Association may within the succeeding ten (10) days notify the Superintendent in writing of intent to submit to arbitration.

If the grievance has arisen under Section 3.011 A. or B., that is a violation, misinterpretation, or misapplication of the negotiated agreement between the parties, the arbitrator's decision shall be binding. If the grievance has arisen under Section 3.011C., that is a violation, misinterpretation, or misapplication of established Board policies affecting teacher personnel, the arbitrator's decision shall be advisory only.

Grievances submitted to arbitration shall be filed pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, and the selection of the arbitrator shall be by the alternate-strike method.

The arbitrator shall have all powers and remedies to render an award but is specifically prohibited from making any decision, which is inconsistent with the terms of the negotiated agreement or contrary to law.

Cost of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE IV

4.00 BOARD RIGHTS

4.01 Management Rights Clause

The Board shall have the right and responsibility to:

A. Determine matters of inherent managerial policy, which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organization structure.

B. Direct, supervise, evaluate and hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees (renew or non-renew the contracts of employees).

F. Determine the adequacy of the workforce.

G. Determine the overall mission of the employer as a unit of government.

H. Effectively manage the workforce.

I. Take actions to carry out the mission of the public employer as a governmental unit.

4.02 The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affecting wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a Collective Bargaining Agreement.

ARTICLE V

5.00 ASSOCIATION RIGHTS

5.01 Meetings

Upon twenty-four (24) hour notice to the principal of the school, the Association shall have the right to schedule meetings in the building before or after regular duty hours of bargaining unit members, to conduct Association business, provided said meeting does not interfere with an in-service or general faculty meeting previously scheduled and posted. Where such meetings are held outside of the operating hours of that school, the Association shall pay any additional costs in compliance with Board policy.

5.02 Mail/Email System

The Association shall have the right to use the internal mail/email system of the school and place Association communications in the mailboxes provided to each bargaining unit member. Placement will be made by the building representative or his/her designee.

5.03 Bulletin Board Space

The Association shall be provided space for bulletin boards in a place readily accessible to and normally frequented by all bargaining unit members in each school for the official posting of notices and other official materials relating to the Association activities. During the normal course of business, the Association may utilize the district's internal mail system. Subject to the approval of the principal, the Association may utilize the building's public address system.

5.04 Furnishing Information

A. The Board shall, upon request, furnish to the Association available and pertinent reports, statistics, and general information concerning the Xenia Community Schools. The Board shall provide a copy of the Board agenda to the Association President as soon as is practicable. The Board shall have the same right to receive pertinent information from the Association.

B. The Association or its representatives shall have the privilege of participation in initial orientation for new teachers.

C. The Board will provide the Association with the names and addresses of newly employed teachers as early as practical following the approval of their contracts.

D. The President of the Association shall receive from the Board a directory listing the names and job assignments on record of all employees of the Board. This directory will be provided on or before October 1 of each year.

5.05 Association Days

Thirty-seven (37) days shall be made available for use by teachers to attend meetings or other business of their professional organizations, i.e., the Xenia Education Association, Western Ohio Education Association, Ohio Education Association, and National Education Association as approved concurrently by the XEA President and the Superintendent. Additional days may be approved by the Superintendent.

5.06 Labor-Management Committee

A committee shall be established as an aid to communications between the parties of this agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) other persons appointed by the Superintendent, and the President of the Xenia Education Association (or designee) and a maximum of three (3) additional persons selected by the XEA.

This committee shall meet during the school year unless the parties mutually agree otherwise. The president of the association and the superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Wednesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting will be held. All building concerns should be addressed at the building level prior to being submitted as an agenda item.

5.07 Teacher Professional Organization (TPO)

Teachers who are elected or appointed to full- or part-time positions with the Teacher Professional Organization (TPO), or any organization with which it is affiliated will, upon proper application, be re-assigned without pay, except as hereinafter recited, for the purpose of accepting these positions. The TPO will reimburse the Board for the costs

associated with any teachers so reassigned. The Board shall pay teachers granted such leaves an amount equal to the sum of:

A. Salary for regular teaching contract salary in effect immediately prior to the leave and reassignment, adjusted incrementally under the salary schedule; and

B. Payments under supplemental or extended contract actually performed or in place immediately prior to the leave and reassignment; and

C. An additional amount of salary per year pursuant to a supplemental contract equal to pay at the per diem salary rate under (A) for additional days per school year, calculated by subtracting the number of paid teacher work days set forth in the Negotiated Agreement from 250.

Teachers granted such leaves of absence shall continue to accrue seniority for salary increment and seniority for all other purposes as though they were in regular service. Upon return to service, they shall be placed in the departmental and school assignment which they left, or one mutually agreed upon, with all accrued benefits, seniority and increments that they would have earned had they been in regular service.

The Board shall make all required contributions to STRS Ohio for the regular teaching contract salary and the supplemental TPO contract salary paid to the teacher while on such leave of absence.

5.08 Election to State/National Office

Upon the request of the Association, an employee covered hereunder, having been elected to a full-time state or national office of the Association's affiliate organization, will be granted a Leave of Absence without pay. Additional years may be granted by the Superintendent if the employee remains as elected officer.

ARTICLE VI

6.00 COMPENSATION AND REIMBURSEMENT

6.01 Salary Schedule

A. For 2024-2025 4% base increase
1 experience step recognized
Training column movement recognized

For 2025-2026 4% base increase
1 experience step recognized
Training column movement recognized

For 2026-2027 4% base increase
1 experience step recognized
Training column movement recognized

6.011 .02 added to the step 23 index for all columns at Step 25.

6.02 Salary Schedule Placement

A. To facilitate hiring new teachers, the parties agree that new teachers with a Bachelor's Degree and less than two (2) years of experience, will be placed on Step two (2) of the Bachelor's Degree Column of the Salary Grid. They will remain on that step until their experience or education dictates a move.

B. The maximum credit allowed for prior experience will be seven (7) years of public school experience the teacher has acquired. A teaching year for salary placement will consist of a minimum of one hundred twenty (120) days or more of actual teaching under a regular and/or substitute contract in a single school district. (O.R.C. 3317.13)

Upon the return to service of a teacher at the expiration of a leave of absence, the teacher shall resume the contract status which the teacher held prior to such leave (O.R.C. 3319.13).

C. A District teacher whose employment has been interrupted for any reason shall be granted full-service credit as previously held in the District, up to a maximum of seven (7) years.

D. Up to a maximum of five (5) years credit shall be granted for time spent on active duty in the Armed Forces of the United States.

6.021 Advancement of the Schedule

Credits for salary classification shall be evaluated as of October 30 for the first semester and April 30 for the second semester, and the employee accordingly placed on the salary schedule. The evaluation of training shall be based on official transcripts or copies thereof, which each teacher must place on file in the office of the Superintendent. Calculations will be based on semester hours. If a teacher shows evidence of additional credit hours before October 30 or April 30, the additional pay will be retroactive to the beginning of the current semester.

College credits applicable for advancement beyond the Masters column must be earned after the awarding of the Master's Degree.

For advancement from one experience step to the next, a teacher must have been

employed under a teaching contract by Xenia Schools for a minimum of 120 days in the previous school year. This requirement can be a combination of employment under a regular teaching contract and a substitute teaching contract issued by the Board of Education in the same school year. This provision is not applicable to teachers in shared staffing arrangements.

6.03 Teacher's Hourly Rates of Pay

The rate of pay submitted on a timesheet shall be calculated using the current year's salary schedule at Bachelors Step two (2) divided by one-hundred eighty-three (183) divided by seven (7) hours regardless of training and must be approved by an Administrator.

6.04 Extended Service Days

A. Counselors:

One High School Counselor- Twenty (20) days per contract year
Two High School Counselors- Fifteen (15) days per contract year
One Middle School Counselor- Fifteen (15) days per contract year
Two Middle School Counselors- Ten (10) days per contract year
One Elementary Counselor per building: Five (5) days per contract year

B. Librarian:

Six (6) days per contract year

C. Nurses:

Five (5) days per contract year

D. Extended service days will be paid on timesheets as they are completed by the employee.

6.05 Split Level Class Stipend

Elementary classroom teachers who teach split-level classes shall receive a stipend of two thousand seventy ($2070). Should a split-level class be eliminated or created sometime during the school year, a proportionate stipend shall be paid.

6.06 Department Head Stipend

Department heads, team leaders, and unit leaders shall be paid an annual stipend based on the job description and assignment. Should the department head, team or unit leader resign or be otherwise replaced during the school year, a proportionate stipend shall be paid both affected employees.

High School	$2,000
Middle School	$1,500
Elementary	$1,000

6.07 LPDC Stipend

A stipend shall be paid by the Board for each teacher of the LPDC of $1,150.00. The chairperson, if a teacher member shall receive a stipend of $1,380.00.

6.08 Internal Substitution

Under this provision, teachers will first be asked to volunteer to substitute. If there is no volunteer(s) the Principal may assign this duty during the teachers regular planning or duty period. The teacher who volunteers or is assigned shall be given extra pay established in 6.03. Elementary teachers shall be paid at the rate established in 6.03 to be prorated based on the percentage of the absent unit member's class (e.g. Teacher receives fifty (50) percent (%) of the absent teacher's class, they will receive fifty (50) percent (%) of the rate established in 6.03). Elementary classroom teachers teaching specialists' classes (e.g., physical education or music) when the specialists are absent will be paid at fifty (50) percent (%) of the internal substitution rate for each period.

At no time will payment under this item ever exceed the regular district substitute rate.

6.09 National Certification

Any bargaining unit member with an active National Board Certification that shows evidence to the Personnel Office, will receive a one-time only stipend $1,150.00 payable in a lump sum.

6.10 Supplemental Salary Schedule

Stipends for Extra Duty Assignments for Certificated Personnel

Academic Team Coach	
** High School	.060
Art	
** High School	.084
Athletic Site Manager-High School	
Fall	.060
Winter	.060

Baseball	
Varsity Coach	.111
JV/Assistant Coach(es)	.082
Middle School Coach	.071
Basketball Coach	
Varsity Coaches	.200
JV/Assistant Coach(es)	.119
Middle School Coach(es)	.094
Book Room	
** High School	.040
Bowling	
Head Coach	.119
Assistant Coach	.082
Bus Duty	
**Elementary	.050
**Middle School	.050
Cheer	
HS Varsity Football	.060
HS Junior Varsity Football	.060
HS Freshman Football	.060
HS Competition	.060
MS 8th Grade Football	.050
MS 7th Grade Football	.050
MS Competition Cheer	.050
HS Varsity Basketball	.060
HS Junior Varsity Basketball	.060
HS Freshman Basketball	.060
MS 8th Grade Basketball	.050
MS 7th Grade Basketball	.050
Cross Country	
Varsity Coach	.094
Assistant Coach	.082
Middle School Coach	.050

Detention

**High School	.071
**Middle School	.071
**Elementary School (one per building)	.050

Football

Varsity Coach	.200
Assistant Coaches	.119
MS Coaches	.094
MS Assistant Coaches	.071

Golf

HS Coaches	.087
HS JV/Assistant Coaches	.050

Lacrosse

Varsity Coach	.111
Assistant Coach	.082
Middle School Coach	.071
Middle School Assistant	.058

Lego Robotics

All Schools	.040

Music

High School Vocal	.200
High School Vocal Musical Director	.091
High School Vocal Assistant	.119
Middle School Vocal	.071
High School Marching Band Director	.170
High School Assistant Marching Band Director	.119
High School Marching Band Percussion Instructor (Fall)	.055
High School Marching Band Percussion Instructor (Winter)	.055
High School Jazz Band Director	.055
High School Pep Band Director	.030
Middle School Band Director	.071
Color Guard (Fall)	.075
Winter Guard (Winter)	.055

National Honor Society

**High School	.032
**Middle School	.032

Model UN Advisor

**High School	.032

Prom Coordinator

**Xenia High School	.032

Renaissance Coordinator

**High School	.060
**All other buildings (1 per building)	.050

Safety Patrol

**Elementary School	.040
**Middle School	.040

Soccer

Head Coaches	.193
JV/Assistant Coaches	.103

Softball

Varsity Coach	.111
JV/Assistant Coach	.082
Middle School Coach	.071

Student Council

**High School	.075
**Middle School	.060

Swimming

Head Coaches	.123

Tennis

Varsity Coaches	.087

Theatre

Director-(2 Productions) 50/50 Lump Checks .172
Set Design-(2 Productions) 50/50 Lump Checks .084
Construction

Track

Boys Varsity Coach	.123
Girls Varsity Coach	.123
Assistant Coaches	.082
Middle School Coaches	.071
Middle School Assistant Coaches	.058

Volleyball

Varsity Coach	.111
JV/Assistant Coaches	.082
Middle School Coaches	.071

Web Coordinators

**MS (2)	.032

Wrestling

Varsity Coach	.200
Assistant Coach	.119
MS Coach	.094
MS Assistant Coach	.071

Writing Team Advisor

**High School	.032

Yearbook

**High School	.085

RTI/Intervention Assistance Team

**Case Manager (one per building) $300.00
**Team Members (at least 2 per building) $250.00

Health Services Facilitator $7,000 (equal pays)

Student Success and Wellness Lead $3,500 (equal pays)

Gifted Coordinator $10,000 (equal pays)

Resident Educator Coordinator $10,000 (equal pays)

* Elementary Detention supplemental contract holders will be available for holding detention five (5) days per week for thirty (30) minutes each day.

**Indicates a supplemental that is paid at the end of the contract year on a separate check.

*** The certified teacher doing elementary bus duty will be available for 30 minutes after the school day to late bus students on an as needed basis. If no certified teacher is available for this position, it will be offered to a classified employee.

6.101 Calculation

The Supplemental salary will be calculated as ratio times current base salary

6.102 Divided Stipends

Stipends which have been divided among two individuals in the past shall reflect the divided amount in the final contract language.

6.103 Stipend Options

Stipends paid for supplemental contracts for full activities will be paid by one of the following options:

1. Payment will be made upon the recommendation of the immediate supervisor at the completion of the activity.
2. For Fall supplemental contracts, two (2) payments will be made. The first pay will occur in the second payroll in September and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork by the immediate supervisor two (2) full weeks before the pay date to the Office of Personnel
3. For Winter supplemental contracts, two (2) payments will be made. The first pay in the second payroll in December and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork by the immediate supervisor two (2) full weeks before the pay date to the Office of Personnel.
4. For Spring supplemental contracts, two (2) payments will be made. The first pay in the first payroll in April and the final pay at the conclusion of the work required for the supplemental and receipt of completed paperwork by the immediate supervisor two (2) full weeks before the pay date to the Office of Personnel.

6.104 Supplemental contracts will expire at the end of their term without official notification or board action. The parties further agree that the supplemental contract holder will be renewed unless he/she is given written notice that he/she will not be renewed in their supplemental assignment. Only vacant supplemental positions will be posted. This notice does not create any expectancy of future

employment for supplemental duties by the supplemental contract holder.

6.105 Pupil Activity Permit

Only individuals on a supplemental contract, who will direct, supervise or coach a student activity program that involves athletics, routine or regular physical activity, or activities with health and safety considerations will be required to hold a "Pupil Activity Permit".

6.11 Change in Supplemental Positions

Any change in the number of positions (increase or decrease), or division of stipends shall be submitted to the XEA President and Superintendent as a recommendation. A final decision will be made by the Superintendent.

6.12 Severance Pay

A. Employees eligible for either service or disability retirement, having had an application approved by the State Teachers Retirement System, and having five (5) or more years of service with the Board immediately prior to their retirement date, are eligible to receive severance pay.

B. Severance pay at retirement from the District for employees in the District more than five (5) years shall be paid for thirty percent (30%) of no more than a total of 325 days of the employee's accrued and unused sick leave days. Such payment shall be based on the employee's per diem rate of pay at the time of retirement, exclusive of supplemental pay.

C. Payment for sick leave on this basis shall be considered to eliminate all sick leave accrued by the employee at that time. Such payment shall be made only once to any employee.

D. The employee's severance pay will be paid into the Districts deferred compensation plan (457) within thirty (30) days of retirement, up to the maximum allowance as described by the IRS. If there is remaining severance pay, it will be paid into the Districts deferred compensation plan (457) in January of the following calendar year. It is the employee's responsibility to make sure that all required paperwork is complete.

E. In case of death of a teacher who has five (5) or more years of service credit with the STRS, the teacher will be eligible for severance pay and will be deemed to have made an application for such the day prior to his/her death. The severance pay will be based on the teacher's daily rate of pay at the time of death and will be paid to his/her estate.

6.13 Mileage Reimbursement

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

A. Mileage shall be paid to teachers who, as a part of their contract, are required to travel between two or more buildings or required to pick up a school van for handicapped students from home, school and return to same.

B. Mileage shall be paid for all activities approved by the administration.

C. Rate of compensation for mileage shall be the current rate approved by the IRS.

D. All mileage reimbursement requests must have the proper Purchase Order requirements in place prior to encumbering such cost.

6.14 Pay Periods

There shall be twenty-four (24) pay periods to be paid on the 5th and 20th of each month. If these dates fall on a weekend or holiday Monday, the pay day will occur on the previous Friday. Salary notices for the next school year shall be distributed annually by June 30th.

6.15 Payroll Deductions

6.151 Payroll deductions shall be made for federal, state and city taxes and any other similar taxes.

6.152 Payroll deductions shall be made when authorized by the employee for income protection insurance, County-Wide Credit Union, United Way, tax sheltered annuities/mutual funds, cancer insurance, Xenia-Greene County YMCA, Xenia City Schools Educational Endowment Fund, Inc., service credit purchase which may be pre-tax dollars for STRS, court ordered deductions, and OEA/NEA Ohio Fund for Children and Public Education.

6.153 Additionally, dues for the United Teaching Profession (XEA, WOEA, OEA, and NEA) shall be withheld for those individuals authorizing such dues, in equal amounts from fifteen (15) consecutive pay periods, beginning with the last paycheck of October of any school year. Such deductions will automatically be renewed unless written cancellation is received. The District Treasurer will provide a spreadsheet of the previous years' payroll deductions, the names of the employees, their social security number or employee ID, and the specific amount of dues that were withheld. XEA will make changes and additions to update the current year and provide that updated report to the District Treasurer.

6.154 Tax Sheltered Annuities

The Board shall make payroll deductions up to the legal limits for those Tax Sheltered annuities or any deferred compensation program provided at least five (5) members wish to participate. Employees who are participating in a Tax Sheltered annuity by reduction as of May 1, 1998, may continue reductions for that annuity at the discretion of the member. New employees may participate in an existing annuity at their discretion. To participate, the employee shall fill out the necessary forms.

6.16 Professional Meetings

6.161 Approval and Reimbursement

Pursuant to the provisions of Section 3313.20 Ohio Revised Code, any employee of the District may receive compensation and expenses for days which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings such as conferences, workshops, and seminars at the local, state, and national level which are designated for the improvement of instruction or management of the school district, and for other travel necessary for the conduct of official school district business, in accordance with the following stipulations:

A. Approval must be obtained in writing from the Superintendent or his/her designee prior to travel and/or attendance at a meeting.

B. Reimbursement will be paid for the necessary and reasonable expenses of:

1. Use of privately-owned automobile on a cent-per-mile basis that shall coincide with the rate of reimbursement approved by the IRS.

2. Common Carrier fare which is supported by original receipts.

3. Meals on a per diem basis will be at the rate of fifty dollars ($50.00) for overnight trips only. Original receipts must be submitted for reimbursement. Reimbursements cannot be made when meals are included in the cost of the conference.

4. Lodging which is supported by original receipts.

5. Miscellaneous expenses such as taxi and ferry fares, bridge, highway, and tunnel tolls, baggage storage, telephone calls, conference registration and meals, rental fees, and other expenses necessary to the conduct of official school district business which is supported by original receipts.

C. All reimbursement requests must have the proper Purchase Order requirements in place prior to encumbering such cost.

6.162 Reimbursement Forms

All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent, or his designee, on forms provided by the Superintendent's office.

6.17 Direct Bank Deposit

A. The Board shall make electronic transfers of their pay for teachers. This service is available for up to five (5) different accounts per teacher. A teacher's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the teacher's choosing each pay date. Appropriate application forms will be available in the office of the Treasurer. All newly hired teachers shall participate in direct bank deposits. Effective with the first pay in January, 2005, all teachers will participate in direct bank deposit.

B. All payroll notices/pay stubs will be delivered via email only

6.18 Sick Leave Incentive Reimbursement

Each teacher who has less than two (2) days of chargeable absences against sick leave shall be reimbursed on the following schedule. Any teacher who has:

A. No days of sick leave used during the school year shall receive Five Hundred Dollars ($500.00) each year that this plan is in effect.

B. Less than two (2) days of sick leave used during the school year shall receive Two Hundred-Fifty Dollars ($250.00).

C. To be eligible, a teacher must have been employed by October 1 of the current contract year. Part time teachers shall receive the pro rata amount for time worked of the above amounts.

Jury duty or professional leave days approved in accordance with appropriate policy and procedure shall not be counted as chargeable absence.

Employees on leave for professional improvement, medical leave, assault leave or maternity leave shall not be eligible for this compensation.

This incentive pay shall be paid in a separate pay no later than September 1 following the close of each school year.

6.19 Personal Leave Incentive Reimbursement

Any teacher who has less than two (2) days of chargeable absences due to personal leave shall be reimbursed on the following schedule:

A. No personal leave - $300.00

B. Less than two absences due to personal leave- $200.00.

All of the items set forth in 6.18(C) apply to 6.19.

6.20 Tuition Reimbursement

6.201 It is agreed that sixty thousand dollars ($60,000) will be established as the annual amount appropriated by the Board for educational growth payments to bargaining unit members. The amount will be appropriated each year of this agreement.

6.202 In order to qualify for this educational growth payment, a teacher must teach in the District the year following completion of the work. To clarify, if a teacher completes courses during the previous school year, he/she will be paid the educational growth payment during the following school year, no later than October 15, if he/she is still teaching in the District.

6.203 The teacher shall submit the form attached hereto and a copy of the registration form to the Superintendent or designee. The payment shall apply only towards graduate work beyond the BA level acquired by the teacher to meet certification or licensure requirements established by the State of Ohio for maintaining or upgrading their current certificate or license. Satisfactory evidence of successful completion of the course (certified transcripts) and proof of payment will be presented to the Superintendent or designee upon the completion of the course, and no later than September 20.

6.204 For approved college credit the amount payable to any teacher shall be up to One Thousand Dollars ($1000.00) per year. In no event shall payment exceed the actual cost of the college credit.

6.205 The year for disbursement purposes is defined as July 1 through June 30. The classes for any coursework must have started on or before June 30 in order for the teacher to receive reimbursement by October 15. All qualified teachers who take approved credit hours within this time period and submit their documentation in a timely manner will receive some reimbursement.

6.206 The reimbursement rate will normally be the rate listed in 6.204. However, if the dollar value of the number of credit hours taken by all teachers during the defined year exceeds the cap in 6.201, then the total credit hours taken will be divided into the cap to calculate a new per credit hour reimbursement rate. Each qualified teacher will then be reimbursed using this new per credit hour rate. (See Appendix A per form)

6.21 Early Notification Incentive/Retirement Incentive

Any teacher eligible to retire and has at least ten years of service with the District shall receive an incentive of Three Thousand dollars ($3,000) for providing the district with early notification. Teachers eligible for retirement on or before June 30 must complete the school year and retire between June 1 and August 1, that year and must notify the Board in writing of their resignation for retirement purposes by March 1, to qualify for the incentive.

ARTICLE VII

7.00 INSURANCE

7.01 Life Insurance

The Board shall provide Group Life and Accidental Death and Dismemberment insurance in the amount of $50,000 for members of the bargaining unit. If a person dies under the Accidental Death and Dismemberment coverage, the total benefit is $100,000.

7.02 Health Care

Employees who work 30 hours or less will be eligible for insurance with 50% being paid for by the Board.

7.021 High Deductible Health Plan/Health Savings Account (HDHP/HSA)

A. The Board will provide a High Deductible Health Saving Account (HDHP/HSA) insurance plan for eligible staff members.
B. The Board will contribute the following percentages of the In-Network deductible per year to the HSA for single or family coverage for bargaining unit members eligible for HSA coverage.
   Fifty percent (50%) each year

C. Board Contribution to the Premium:
   Eighty-five percent (85%)

D. Plan Type In-Network Deductible
   Single $2,000
   Family $4,000

   Prescription Co-Pay after Deductible:
   Tier 1 - $10, Tier 2 - $30, Tier 3 - $50
   Max Out of Pocket - $3,000 (single); $6,000 (family)

E. Bargaining unit members not eligible for the HSA and who elect a single or family HDHP supplied by the Board shall receive reimbursement that matches the amounts listed in section 7.02 (1)(B) for eligible health care expenses via HRA.

F. No banking fees for lending institutions to be paid by the employee for the duration of negotiated agreement unless specifically- authorized by the member for the purpose of plan election or upgrade.

G. Employees may make additional pre-tax contributions consistent with IRS Regulations by payroll deduction. Employees shall determine their contribution for the year at the time of enrollment. Changes can be made at any time throughout the year.

H. Board contribution to HSA accounts will be made as follows: Fifty percent (50%) with the first pay in January, and fifty percent (50%) with the first pay in August. Bargaining unit members hired after the start of the plan shall receive a prorated Board contribution based upon the number of months employed by the District for the initial year. Bargaining unit members may request a full distribution of funds providing documentation of need to the Treasurer.

I. Employees planning on retiring may request, in writing to the Treasurer that the Board only contribute a prorated amount into the HSA.

J. Employees must sign up for the insurance plan during the open enrollment period.

K. Spousal Coverage

1. If an employee's spouse is eligible to participate, as a current employee or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer or retirement plan, the spouse must enroll in such employer/retirement plan sponsored group health insurance coverage(s).
2. Upon the spouse's enrollment in any such employer/retirement plans sponsored group insurance coverage that coverage will become the primary payor of benefits and the coverage sponsored by the Board of Education will become the secondary payor of benefits.
3. Any spouse who fails to enroll in any group coverage sponsored by his/her employer/retirement plan, as required by this section shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education.
4. Every bargaining unit member whose spouse participates in the Board's group HDHP shall complete and submit to the Board, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage sponsored by the spouse's employer/retirement plan. The written certification must be submitted no later than the end of the open enrollment period in order for the employee's spouse to be covered.
5. If two employees are married to each other, they shall be entitled to one family plan.

L. Incentive For Not Taking Health Insurance

As an incentive, any bargaining unit member electing not to enroll in the Board's HDHP/HSA will be paid a monthly stipend of two hundred dollars ($200.00). A spouse who is covered by the district's insurance does not qualify for this incentive. Should a qualifying event occur, reenrollment in the HDHP/HSA will be permitted and the stipend shall stop. The bargaining unit member must contact the Treasurer and complete the necessary documents within the required time limit following the qualifying event. Failure to properly waive health insurance during the open enrollment period will result in a loss of this monthly stipend.

M. Affordable Care Act

In the event the Board is required to alter the provisions of the Health Insurance coverage, the cost of the Health Insurance coverage increases and/or the Board is confronted with any penalty due to the implementation of any aspect of the Affordable Care Act, representatives of the parties shall meet and negotiate those effects in order to eliminate those consequences experienced within thirty (30) days of notification from the Board.

Any employee eligible for insurance benefits under the ACA, and elects coverage, will pay a pro-rated premium if hours worked are reduced below30.

7.03 Dental Insurance

The Board shall provide single and family plan dental insurance coverage.

7.031 Board Contribution

There will be a ninety percent (90%) Board contribution for both single and family dental insurance coverage.

7.04 Vision Insurance

The Board shall provide single and family plan vision insurance coverage.

7.041 Board Contribution

The Board shall pay one hundred percent (100%) of the "core" plan.
Bargaining unit members shall continue to pay the difference between the cost of the "core" plan and the cost of the "buy-up" plan.

7.05 General Provisions

7.051 Retention of Benefits/Changes in Carrier

The Board reserves the right to substitute insurance carriers for any or all of the above, provided such substitute policies provide equal benefits. The carrier for the medical

insurance shall be at the choice of the Board, provided that said coverage shall not be less than that in effect as of the date of the signing of this agreement. The Association shall be notified of any change thirty (30) days prior to the effective date of any policy change be given the right to meet and confer with the Superintendent or his/her designee of any such change.

7.052 Insurance While on Disability Leave

The Board shall continue to carry on the insurance rolls those persons covered hereunder whose sick leave accumulation has expired. The Board shall pay for such coverage under the same conditions as when the employee was working, for a period of up to six (6) months.

After six (6) months, the employee may exercise the option of maintaining coverage, at the employee's expense, during the remainder of the leave as determined by the Consolidated Omnibus Budget Reconciliation Act. The benefits shall terminate at the expiration of such leave and such leave shall not exceed two (2) years. Employee contributions to premium(s) shall be submitted to the Board Treasurer's office by the close of business on the fifteenth (15^{th}) day of the preceding month of coverage.

7.053 Insurance Coverage on Other Approved Leaves

For other approved leaves of absence, the employee may continue on the insurance rolls by paying the total monthly premium due the insurance carrier to the Board Treasurer's office by the close of business on the fifteenth (15) day of the preceding month of coverage.

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

7.06 IRS 125 Plan

7.061 Section 125 of the Internal Revenue Code allows employees to pay their portion of group insurance premiums and other medical, child care, and adult care expenses with pre-tax dollars.

7.062 A premium section only plan under Internal Revenue Code Section 125 shall be adopted for every member of the bargaining unit who qualifies. Each bargaining unit member who is qualified may participate in the premium section of Section 125. If an employee chooses to utilize childcare portions of this plan they will pay the administrative costs of these parts of the plan.

7.063 The forms shall be submitted to the Treasurer on or before the end of the open enrollment period of each year.

7.064 This plan will be available to employees so long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this Agreement.

7.065 An in service will be available to acquaint each teacher with this plan.

7.07 Employee Assistance Program
The Board shall provide at no cost to the employee an EAP for all members of the Bargaining Unit. (See Appendix E for coverage summary)

7.08 Health Labor Management Committee (HLMC)

The parties agree to establish a standing Health Labor Management Committee (hereafter referred to as the "HLMC"). The purpose of the HLMC is to gather and review information related to health insurance coverage and wellness; and make recommendations to the negotiating teams regarding the effective management of health insurance costs and the improvement of employee health.

The HLMC has authority to request and gather relevant public information, recommend the selection of a health insurance consultant/agent, evaluate the performance of the health insurance consultant/agent, evaluate health insurance policies/plans and disseminate its recommendations to the negotiations teams. All recommendations of the HLMC shall be made by consensus.

The HLMC shall be comprised of two (2) members of XEA (appointed by the local president), two (2) members of XESP (appointed by the local president), up to two (2) members appointed by the Board, with one (1) being the Board Treasurer. Should a member become incapable of fulfilling their term, the appointing authority shall appoint a new member within thirty (30) calendar days of notification. The HLMC will schedule a meeting within thirty (30) days after the Treasurer receives a request from the XEA president or the XESP president. The HLMC shall not meet more often than quarterly unless the committee determines otherwise. When notification of an impending insurance increase in excess of 10% is received by the Board, immediate notification will be forwarded to the association president(s) and the HLMC Committee. If the rate increases more than 10%, the parties agree to meet and discuss methods to contain the overall health insurance costs by implementing one (1) or more of the following:

1. change benefit level or co-pay for that benefit
2. carrier changes
3. premiums over 10% will be paid by employee
4. any other viable cost reduction method

ARTICLE VIII

8.00 LEAVE PROVISIONS

8.01 Sick Leave

8.011 Accumulation

All certificated employees shall accrue sick leave at the rate of one and one-fourth (1 1/4) days per month. Maximum sick leave accumulation shall be three hundred twenty-five days (325). Days of sick leave accrued shall be credited to the account of each certificated employee on the last day of the month. Sick leave earned in the State of Ohio shall be transferred and credited pursuant to O.R.C. 3319.141.

8.012 Advance of Sick Leave

The Board shall advance at least five (5) days sick leave to all teachers and may advance additional days.

Should an employee exhaust sick leave during the year, and upon written request of the employee, the Board shall advance ten (10) days or the amount that may be accumulated during the remainder of that contract year, whichever is less.

Total accumulation of sick leave during the school year shall not fall below the total at the beginning of the year unless the teacher is absent more than fifteen (15) days. (See Sick Leave Bank Section 8.016)

8.013 Uses of Sick Leave

Sick leave may be used for absences due to disability by personal illness, pregnancy, recovery from childbirth, adoption or injury, or exposure to contagious disease which could be communicated to other employees or to students, medical or dental appointments when such cannot be scheduled during non-working hours, and due to illness, birth, injury, or death in the employee's immediate family that requires the care and/or attendance of the employee.

The Board may request verification from the employee's physician for the need for an extensive period of disability.

8.014 Immediate Family Defined

Immediate family is defined to mean current spouse, parents, parents-in-law, children, son-in-law daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandparents, grandparents-in-law, and grandchildren. Any additional person who resides in the teacher's legal residence or any additional person for whom the

teacher has sole responsibility is also included.

8.015 Restrictions

The Board may require bargaining unit members to furnish a written-signed statement from a licensed physician to justify the use of sick leave. (O.R.C. 3319 .141)

8.016 Sick Leave Bank

A. 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. Recipients shall apply for disability retirement leave with STRS as soon as eligible. 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.

B. Members may enroll in the Sick Leave Bank, during the enrollment period, which shall be during the month of September of each school year. Newly hired teachers may join the SLB within thirty (30) calendar days from the first date of hire.

C. 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.

D. Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

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

   a. The Superintendent or his designee.
   b. The Vice President of the Association to serve as a chairperson.
   c. Three members appointed by the Association President.

2. The SBC shall review and approve or deny by a majority vote all applications to the SLB. The chairperson shall vote only in the case of a tie vote. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify SLB members of the need for said contributions. The SBC shall be responsible for reporting data concerning the SLB to the Board Treasurer in writing by October 31..

3. Decisions of the SBC are final.

4. 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.

E. General Procedures

1. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

2. Allotments will be limited to use for personal illness and/or serious illness in the immediate family. A licensed physician's statement is required with the application in order for the request to be considered.

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

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

5. 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 the annual number of work days required for a full year of service credit. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

6. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teaching 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.

7. Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SBC.

8. 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/personal business days.

9. 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.

10. Contributions to the Sick Leave Bank shall not count against a members record of perfect attendance

8.02 Personal Leave

8.021 Reasons

Three (3) days per school year may be used to conduct necessary personal business, which cannot be conducted outside of school hours, other than professional meetings, upon notification to the Superintendent or his designated representative thirty-six (36) hours in advance of the day/days. In the event of an emergency, the thirty-six (36) hours may be waived if prior notice is given the Superintendent or his representative. Such leave may be taken in one-half (1/2) or whole-day increments. One (1) additional day may be allowed as approved by the Superintendent.

8.022 Improper Use

Gainful employment elsewhere does not constitute proper use of personal leave. Personal leave shall not be available on work days immediately prior to or following scheduled holiday breaks of Labor Day, Thanksgiving Break, Christmas Break, Presidents Day, Good Friday, or Spring Break. No personal leave shall be taken during the first and last five (5) days of the academic year. Exceptions may be granted by the Superintendent and shall be requested in writing. Proven abuse or intended misuse of this provision may constitute just cause for dismissal.

8.023 Association Use

Six (6) additional personal leave days shall be allowed annually to Association President or his/her designated representative, and further additional days may be allowed as approved by the Superintendent.

8.024 Exceptional Use

Any teacher who experiences travel difficulties and is unable to report to work may submit a claim under Personal Leave.

8.03 Child Care Leave

8.031 Child care leave shall be granted to an employee to care for a newborn child, an adopted infant under two (2) years of age, or a child for whom the adoptive agency

requires full-time parental care for up to twelve (12) consecutive months without pay. Extensions may be granted at the discretion of the Board. Any employee shall submit a written notice to the Superintendent not later than thirty (30) days prior to the anticipated leave date (except where adoptive agency gives less than thirty (30) days notice), advising the Superintendent of the anticipated date of the leave and further advising the Superintendent of the approximate dates that the employee shall commence and end child care leave. If, prior to the date set for initiation of child care leave, the Superintendent believes that the employee is medically unable to perform adequately as a result of pregnancy, the Superintendent may request the employee to submit a certification from her obstetrician attesting to her ability to continue working. The employee may return to service after the termination of pregnancy.

8.032 If the duration of the child care leave does not exceed six (6) months, the teacher will return to the position held before the leave. If the duration exceeds six (6) months, the person will be assigned to a position for which he/she is qualified and certified.

8.033 If the teacher desires to return to active service prior to the stated date on the application for leave, the teacher shall notify the Superintendent or his/her designee in writing that an early return to service is requested and the date on which the teacher would be able to return. Such teacher may be returned to active service upon the mutual agreement of the teacher and the Superintendent or his/her designee. The Board recognizes that the granting of unpaid childcare leave does not preclude a pregnant employee from also exercising her statutory rights to sick leave in accordance with the statutory law of Ohio. The employee on leave may exercise the option of maintaining group insurance coverages at the employee's expense during such leave as determined by the Consolidated Omnibus Budget Reconciliation Act.

8.034 A teacher may request and the Superintendent may grant up to an additional year of childcare leave.

8.035 Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in August, or no later than December 1 if the intent is to return at the beginning of the second semester.

8.04 Unpaid Sabbatical Leave

8.041 Sabbatical leave may be granted to a teacher who has served in the District at least five (5) years. Any request for sabbatical leave must be made in writing not later than May 1 of any school year or at a later date at the discretion of the Superintendent or his/her designee. Conditions under which sabbatical leave may be granted may include additional study, including study of another area of specialization, travel, or other reasons deemed to have value to the school system.

A. Sabbatical leave shall not be granted to more than five (5) percent of the teaching staff at any one time.

B. Sabbatical leave shall not be granted to any teacher more often than once for every five (5) years of service.

C. Sabbatical leaves shall not exceed a year in duration.

D. Sabbatical leaves shall not be granted a second time to the same individual when other members of the teaching staff have filed such a request.

E. The teacher shall present to the Superintendent or his/her designee a plan for professional growth prior to such a leave and, at the conclusion, provide evidence that the plan was followed.

F. The teacher shall be required to return to the District at the expiration of sabbatical leave for a period of at least one (1) year unless the teacher has completed twenty-five (25) years of teaching in Ohio. Such return to work requirement may be waived by the Superintendent or his/her designee.

8.042 Sabbatical leave shall be without pay and benefits.

8.043 Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return in September, or no later than December 1 if the intent is to return at the beginning of the second semester.

8.044 The return to active service from sabbatical leave shall coincide with the first day of the school calendar or the first day of the second semester unless the teacher and the Superintendent or his/her designee mutually agree in writing to a different date.

8.045 If the duration of the sabbatical leave does not exceed six (6) months in the same school year (August through July), the teacher will return to the position held before leave. If the duration exceeds six (6) months in the same school year or spans any amount of time in consecutive school years, the person will be assigned a position for which he/she is qualified and certified.

8.046 The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense during such leave as determined by the Consolidated Omnibus Reconciliation Act (COBRA) under the provisions of Section 7.00. Premium payments must be paid in advance in the Treasurer's office by the fifteenth (15^{th}) day of the preceding month of coverage.

8.047 Upon return from leave, the teacher may purchase S.T.R.S. credit under the time restrictions and other rules and regulations of S.T.R.S.

8.05 Absence Without Pay

Upon written request of the teacher, a leave of absence without pay, not to exceed five (5) days, may be recommended by the Superintendent. The written request must be presented to the Superintendent in advance unless in an emergency, in which case the request will be given as soon as practical. The recommendation and approval of the leave of absence without pay is subject to the discretion of the Superintendent.

8.051 In accordance with O.R.C. Section 3319.13, upon written request of the teacher, the Board may grant a leave of absence without pay for education or professional or other purposes including adoption, and shall grant such leave where illness, pregnancy, or other disability is the reason for the request.

8.052 Such teachers on unpaid leave of absence shall be continued on Life Insurance. They may continue on the dental, hospitalization, surgical and major medical insurance, with all pro-rata share premiums paid by the employee. Premiums shall be paid through payroll deductions if available.

8.06 Military Leave

Employees will be granted leaves of absence and reinstatement for the purposes of military service in accordance with applicable state and federal legislation.

8.07 Assault Leave

8.071 Notwithstanding the provision of Section 3319.141 of the Ohio Revised Code, the Board shall grant assault leave to employees absent due to disability resulting from assault under the following conditions:

8.072 Any teacher who must be absent from his or her duties due to physical disability resulting from an assault in the course of and arising out of the teacher's employment, while teaching or in school-related activities, on or off school premises before, during or after school hours, shall be paid his or her full scheduled compensation for a maximum period of forty (40) contract days falling in the same school year unless accompanied by a doctor statement outlining the reasons why more time absent from school is necessary. The Board may require an examination from a licensed physician chosen and paid by the Board verifying that the teacher is unable to return to work.

8.073 If permanently disabled, the teacher must apply for disability retirement, and no assault leave shall be granted after such retirement has been approved. The period of such absence, defined in this provision, shall be termed "assault leave."

8.074 Before assault leave can be approved, the teacher shall furnish to the Superintendent a written signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of

the assault, name and address of victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

8.075 The Board may require an examination and certificate from a licensed physician chosen and paid by the Board that the teacher was disabled from performance of teaching and the extent and duration of such disability.

8.076 Falsification of either the written, signed statement of events or circumstances surrounding the assault or the physician's statement may be grounds for suspension or termination of employment under 3319.16 O.R.C.

8.077 Assault leave, which is approved by the Superintendent, shall not be charged against sick leave under regulations adopted by the Board, pursuant to 3319.08 O.R.C., or any other leave to which the teacher is entitled.

8.078 The teachers are encouraged to file appropriate action against the person committing the assault including criminal charges or civil action, or both, in case of any assault or injuries.

8.08 Physical Threat or Assault

8.081 All cases of physical threat or assault to teachers shall be immediately reported to the Principal or his/her designee. The teacher, Principal or Superintendent shall discuss whether the police are to be notified. However, nothing prevents the teacher from personally initiating the filing of criminal charges and immediately notifying the building principal or his/her designee. If criminal charges are filed, the teacher, Principal and Superintendent shall cooperate. Teachers will receive time off with no loss in pay for time spent in judicial proceedings as requested by police or judicial officers.

8.082 If a teacher suffers incapacitation from normal duties as a result of an assault in performance of contractual duties, upon exhaustion of assault leave the Superintendent may, at his/her discretion, increase the number of assault leave days.

8.083 If the teacher so elects, application may be made for a determination of benefits pursuant to O.R.C. Section 4123.512. In an instance of a valid award, the Board will pay all lost wages between the date of incapacitation and the effective date of benefits from the Worker's Compensation Fund.

8.084 After a physical threat or assault is established and if criminal charges are filed, the Principal shall attempt to have the student removed from the assaulted teacher's classes.

8.09 Court Leave

8.091 In case of an absence from duty and in response to a subpoena in a case in court or administrative hearing or required jury duty where neither the employee nor the Association is a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena.

8.092 A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee or the full salary for the period of absence shall be deducted. An employee will also be paid when subpoenaed as a witness in a suit involving an alleged assault as provided in Section 8.07.

8.093 In case of absence from duty for any court proceedings or administrative hearing in which the employee and/or the Association is a party, no salary shall be paid to the employee for the period of absence, except in the instance where the employee is proven innocent, whereupon no deduction of pay will be made. However, employees subpoenaed by the Association as witnesses in court actions or arbitrations, to a maximum of three (3) employees per day per court or arbitration action, will be paid the difference between court payment and their regular salary. All subpoenaed employees exceeding three (3) employees per court or arbitration action will be paid their regular salary provided the Association reimburses the Board for the regular cost of a substitute teacher.

8.094 In the case of required jury duty, the employee will report to work when his/her presence is not required during the jury duty and he/she shall keep his/her principal or supervisor informed of the days on the which he/she is not required for jury duty.

8.10 Family and Medical Leave

8.101 The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 ("FMLA"). The parties to this Agreement agree that all benefits guaranteed by the FMLA will be provided to eligible employees covered by this Agreement. Each party shall retain all rights accorded to them by the FMLA.

8.102 To be eligible for FMLA leave, an employee must have one (1) year of service with the Board and must also have actually worked a total of 1,250 hours for the Board during the 12 months immediately preceding the date on which the FMLA leave would begin (rolling year).

8.103 Leave Provisions

A. Each eligible employee is entitled to up to a combined total of twelve (12) weeks of unpaid FMLA leave per leave year for any one, or more, of the following reasons: (I) The birth of the employee's child and to care for the newborn

child; (II) The placement with the employee of a child for adoption or foster care, and to care for the newly placed child; (III) To care for the employee's spouse, child, or parent with a serious health condition; and (IV) Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; or (V) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on covered active duty.

B. An eligible employee is entitled to 26 workweeks of leave during a single 12-month period to care for a service member with a serious injury or illness who is the spouse, son, daughter, parent or next of kin to the employee.

C. An eligible employee is not entitled to a separate 12 weeks of FMLA leave for each of these four reasons, but only up to 12 weeks among these four reasons for any given rolling year.

D. An eligible employee may choose to substitute certain other types of accrued leave and unpaid leave for FMLA leave as permitted by the FMLA.

E. FMLA leave taken for reasons (I) and (II) must be concluded within one year of the birth or placement. The employee must give the Board thirty days notice of the birth or placement, if possible, or as much notice as possible, if less than thirty (30) days.

F. FMLA leave taken for reasons (III) or (IV) may be taken intermittently, when medically necessary. The employee will attempt to schedule intermittent FMLA leave so as not to unduly disrupt their work.

G. A "serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves on the following: in-patient care; absence of more than three calendar days plus treatment; pregnancy or parental care; chronic conditions requiring treatments; permanent long-term conditions requiring treatment; or multiple treatments or non-chronic conditions.

8.104 Protection of employment and insurance

A. The Board shall return, if possible, the employee taking a leave under this Section to the same position he/she occupied prior to the leave.

B. The Board shall continue to pay the board contribution to the current group health plan for the employee while they are on FMLA leave.

C. The taking of FMLA leave shall not result in the loss of any employment benefit accrued prior to the date the leave commenced.

8.105 The Board may require medical certification from a licensed physician as to the medical necessity for FMLA leave taken for reasons (III) or (IV). Such

certification will include a statement by the physician that the employee is unable to perform one or more of the essential functions of his/her position, or that their presence is required to care for the employee's spouse, parent, son or daughter with a serious health condition.

8.106 This section shall be uniformly applied

ARTICLE IX

9.00 INDIVIDUAL RIGHTS

9.01 Teacher Contracts

9.011 Limited Contracts

A. All initial appointees to teaching positions in the school district shall be issued one-year limited contracts.

B. Any teacher who holds only provisional or temporary Certification/Licensure shall be employed by a limited contract for a term not to exceed three (3) years.

9.012 Continuing Contracts

A. At the end of seven (7) years initial employment within the District, a teacher who is in good standing, holds an eight-year professional, permanent, or life certificate or a five (5) year license and is recommended by the Principal, Director of Personnel and Superintendent, may be granted a continuing contract. Continuing contract consideration must be requested in writing to the building principal by October 1 of the school year in which the teacher is eligible for a continuing contract and his/her limited contract is to expire. (Forms are available in the personnel office and all buildings.)

B. A teacher may withdraw his/her request for a continuing contract status if the teacher has reason to believe that a positive recommendation will not be forthcoming. If the request is withdrawn, the re-employment of the teacher during that school year shall only be under a limited teaching contract and entitlement to a continuing contract is waived until the next time the teacher submits his/her written request.

C. If, in the opinion of the building Principal, Director of Personnel, and the Superintendent, additional experience is needed to improve teaching techniques as substantiated by the teacher's written evaluations, then said teacher may be recommended for one (1) two-year contract at the end of which time sufficient improvement must be noted to grant a continuing contract or the teacher will be released from the school system.

D. If a continuing contract was held by the teacher prior to employment by the District, said teacher will be eligible for a continuing contract at the end of two (2) years of service provided that service to this system has been satisfactory and a recommendation for the same is made by the Principal, Director of Personnel, and Superintendent and substantiated by the teacher's written evaluations.

9.02 School Personnel Complaint Procedure

Whenever an individual Board member, or the Board as a whole, receives a complaint concerning a member of the bargaining unit, such complaint shall be referred to the school administration for study and possible resolution. The teacher involved shall be advised of the nature of the complaint and have the opportunity to comment and present the factual data.

Any complaint regarding a teacher directed to any member of the school administration shall be processed in the following manner:

9.021 Complaints from students shall be referred back to the respective teacher via the Principal's office for resolution.

9.022 Complaints from parents shall be directed to the respective teacher via the Principal's office. All efforts shall be made to reach a satisfactory solution through a conference or other means at this level.

9.023 Any complaint unresolved at Step 2 may be submitted at the request of the teacher or parent(s), in writing, to the building Principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.

9.024 Any complaint unresolved at Step 3 shall be forwarded by the building Principal to the Superintendent.

9.025 Upon receipt of the complaint, the Superintendent shall confer with all parties. The teacher shall have the right to be present and represented at all meetings of the Superintendent and the complainant.

9.026 If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, the Superintendent shall forward the results of discussion at Step 5 along with the recommendations, in writing, to the Board and a copy to all parties involved.

9.027 After receipt of the finding and recommendations of the Superintendent and before action thereon, the Board shall afford the parties an opportunity to meet with the Board in executive session. Copies of any action taken by the Board shall be forwarded to all parties.

9.028 A teacher or Principal may request and be accompanied by counsel and/or a representative of his/her choice, at his/her expense. Conference regarding such complaints shall be in private. At no time shall a confidential file be opened to the public nor shall statements be made in the news media.

9.03 Fair Dismissal Policy

9.031 Termination of Contract

A. The Board, through the Superintendent, reserves the right to release any teacher during the contractual period in accordance with Ohio law. (Section 3319.16 O.R.C.)

B. When a contract is terminated during the contractual period, the teacher may request a conference first with the Superintendent and, if desired, with the Board. The Board will hear such cases as provided under the laws of the State of Ohio.

C. The Superintendent shall make a recommendation to the Board pertaining to the dismissal of any teacher.

9.032 Nonrenewal of Limited Contract

A. The nonrenewal of a limited contract shall be governed by Ohio Revised Code §3319.11 and the evaluation procedure in this Agreement.

B. A teacher whose limited contract is not to be renewed may request and shall be granted a private conference with the Superintendent and/or his designated representative before such action is taken.

9.04 Criminal Background Check

The Board shall conduct a criminal records check of prospective new teachers in the manner prescribed by law and at the applicant's cost. A new teacher shall be considered conditionally employed until the results of the criminal records check are received. If the new teacher 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 teacher in this situation shall not be entitled to any further due process from the administration or the Board.

9.05 Evaluation Procedure

A. MEMBER EVALUATION PHILOSOPHY

We believe that the member evaluation process will be more meaningful and more productive if the member and evaluator work in a cooperative manner.

We believe that evaluation is necessary to ensure and encourage the highest standards of performance and to improve instruction.

We believe that evaluation is necessary as a record of member performance

PURPOSE OF EVALUATION

1. To improve instruction.

2. To encourage cooperation between the member and the evaluator.

3. To provide a written record of a member's performance to be used:

    a. As a reference material for recommendations and
    b. As a consideration for advancement, and continuing contracts.

B. Definitions

1. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.132 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

2. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

3. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

4. Evaluation Factors: The walkthroughs, observations, and other components required by the Ohio Revised Code to be used in the teacher evaluation procedure. The board shall require at least three (3) formal observations for those limited contract teachers who are under consideration for non-renewal. Seniority shall not be a basis for decision to retain, except when deciding between teachers who have comparable evaluations.

5. Teacher Performance: The assessment of a teacher, during the evaluation cycle, which is based upon the educators professional standards and reported using the rubric.

6. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Skilled, Developing or Ineffective.

7. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when the performance ratings resulting from performance assessments are conducted for the current school year and assigned an evaluation rating.

8. Evaluation Instrument: The evaluation instrument will be created and agreed upon by the Evaluation Committee, which consists of board appointed and XEA appointed members.

9. Ohio Evaluation System (OhioES). The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

10. "Days" means school days.

11. Definition of personnel

a. Evaluator

1) The evaluator must be credentialed by the Ohio Department of Education, and either be a full-time building principal or assistant principal in the district or other district administrators that hold administrative licensure. All evaluators will be approved by the Xenia Board of Education.

2) The evaluator for a teacher assigned to more than one building will be the evaluator in the building to which the teacher is predominantly assigned.

3) A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may select any administrator from their building that is credentialed and board approved to complete their current evaluation. By October 1, all teachers will know their assigned evaluator.

b. Career/Continuing teachers

Career/Continuing teachers are defined as any certificated and licensed bargaining unit member not licensed under a Resident Educator License.

c. Resident Educator Teachers

Resident Educator teachers are defined as any licensed bargaining unit member working under a Resident Educator license.

C. Application

1) Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2) Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing student instruction.

3) Teachers rated "Accomplished" on the most recent evaluation will be evaluated once every three years per Ohio Revised Code 3319.111. During the years teachers are not formally evaluated, the components of the less frequent evaluation cycle will be used.

Teachers rated "skilled" on the most recent evaluation will be evaluated once every two years per Ohio Revised Code 3319.111. During the years teachers are not formally evaluated, the components of the less frequent evaluation cycle will be used.

D. Full Cycle Procedure

1. Self-Assessment

a) Prior to Formal Holistic Observation, the teacher has the option to complete and/or review the Self-Assessment Summary Form.

2. Formal Holistic Observation

a.) Prior to the observation, a pre-observation conference must be held not more than one (1) work day before the classroom

observation unless the timeline is waived by the teacher and evaluator

b.) This observation is announced and must be at least thirty (30) consecutive minutes. The evaluator will complete the Teacher Performance Evaluation Rubric and narrative summary.

c.) The observation consists of the evaluator documenting all observed areas on the rubric as well as information collected. through the Pre-Conference

d.) The Teacher Performance Rubric should be completed and sent to the teacher no more than 5 days after the observation and at least one day prior to the Post Conference. The Post Conference shall be held not more than 7 days after the observation. These timelines can be changed if mutually agreed upon by teacher and evaluator or if the need arises due to extenuating circumstances.

e.) The Post-Conference should be used determine the identified area(s) of focus/goal to be included in the Teachers Professional Growth Plan

f.) The Formal Holistic Observation should be completed no later than November 15.

3.) Professional Growth Plan/Improvement Plan

a.) Based upon the results of the annual teacher evaluation, each teacher must develop either a Professional Growth Plan or be placed on a Professional Improvement Plan. A teacher whose final holistic rating is "Accomplished" on his/her most recent evaluation will develop a professional growth plan. A teacher whose final holistic rating is "skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan by their assigned evaluator.

b.) Professional Growth Plans should reflect the evidence available and focus on the most recent evaluation and observations.

Each should be individualized to address the needs of the teacher.

c.) Professional Growth Plans should align with the district and/ or building improvement plans and propose activities leading to progress towards the goal(s)/focus area(s).

d.) Professional Growth Plans should include one (1) goal/focus area. Additional goals/focus areas may be added if mutually agreed upon by the teacher and evaluator.

e.) The Professional Growth Plan should be completed no later than the end of the second (2nd) quarter of the school year.

e.) Written improvement plans are to be developed in the circumstances when an educator has a final holistic rating of "Ineffective". However, the district has the discretion to place a teacher on an improvement plan at any time based on deficiencies in any one individual component of the evaluation system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan. The evaluator is responsible for the final improvement plan.

4.) Documented Walk-throughs:

a.) Documented Walk-throughs must occur at least twice a year and be 10-20 minutes in length.

b. All teachers will receive feedback from the walk-through not more than three (3) working days after the walk-through.

c.) Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walk-throughs may be announced or unannounced.

5.) Formal Focused Observation:

a.) The Formal Focused Observation should include both a Pre Conference and Post-Conference. All of the guidelines regarding the Pre and Post Conferences during the Formal Holistic Observation are still recognized for the Formal

Focused Observations.

b.) The Teacher Performance Rubric should be completed and sent to the teacher no more than 5 days after the observation and at least one day prior to the Post Conference.

c.) The Formal Focused Observation is announced and at least thirty (30) minutes in length. This observation should emphasize the focus area(s)/goal(s) that have been identified. Its purpose is to ensure that the teacher receives the support necessary for growth in the focus area(s).

d.) The Formal Focused Observation must be completed by May 1.

6.) Final Summative Conference:

a.) The Final Summative Conference should take place no later than May 10.

b.) The teacher should receive in writing a final holistic (overall) rating.

E. Less Frequent Evaluation Cycle:

1.) Components of:

a.) Completion of a Professional Growth Plan.

b.) One (1) scheduled observation.

c.) Conference that should include a discussion about the progress made on the teachers Professional Growth Plan. If it is determined that the teacher has not made sufficient progress, they will automatically be placed on a full evaluation cycle the following school year.

F. General Provisions

1. Bargaining unit members who have transferred to a different grade level or subject area shall not be evaluated in this area until after least the tenth (10th) day of instruction.

2. No observation shall take place the day prior to or after a holiday break or an absence of 2 or more days unless otherwise agreed to by the teacher and

evaluator.

3. Information in the evaluation must be based on the direct formal observations and documented walk-throughs of an administrator. Other documented data, such as attendance records and professional responsibilities and behavior, may also be included.

4. Administration reserves the right to require a full cycle evaluation of any teacher in their first three (3) years with the district and/or a teacher that has been placed on an improvement plan even if the teacher is on a year they are not scheduled to be on a full cycle evaluation. Teachers must be notified of this prior to October 1.

G. Submission of Teacher Effectiveness Rating

Districts must submit the Final Summative Rating of Teacher Effectiveness to the Ohio Department of Education.

H. School counselors will be evaluated using the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education. These guidelines and procedures have been adopted by the Xenia Community Schools Board of Education.

9.06 Political Activity

9.061 No teacher shall engage in partisan political activities on school property. "Property," as used herein, includes school premises, property owned by the Board, and property in the possession of the Board, whether the possession be through lease or otherwise. However, outside of on-duty hours, teachers have the same rights as all other persons to participate in partisan party political activities.

9.062 Except as permitted under the Ohio Revised Code, the following activities upon property under the jurisdiction of the Board are specifically prohibited:

A. Posting of partisan party political circulars or petitions on bulletin boards.

B. The distribution to teachers, whether by placing in their school mailboxes or otherwise, of partisan party political circulars or petitions, United States mail being excepted.

C. The collection of and/or solicitation for campaign funds for candidates of a given political party.

D. Solicitation for campaign workers.

9.063 Violation of any of the foregoing rules shall, at the discretion of the Board or

its executive officer, constitute cause for reprimand. In repeated cases, violation may result in discharge or dismissal.

9.064 Nothing in these rules shall prevent:

A. The dissemination of information concerning school levy and/or school bond elections.

B. The discussion and study of politics and political issues when such discussion and study are appropriate to classroom studies, such as: history, current events, and political science.

C. The conducting of student and teacher elections and campaigning connected therewith.

D. Nothing contained in this article shall be construed to inhibit or restrain any teacher from exercising the free exchange of ideas or philosophies relative to academic freedom.

9.07 Personnel Files

9.071 The one and only official personnel file for each teacher shall be maintained in the office of the Board.

9.072 Teachers shall have access without an appointment to their individual personnel files with the exception of original employment documents during regular hours of operation of the Board offices.

9.073 Records are to be complete and unabridged and will include: evaluations signed by the teacher acknowledging receipt of copy, complaints, Certification/Licensure, and items deemed necessary by Ohio law, State Department of Education regulations, and the Board.

9.074 The Superintendent is appointed the custodian of both pupil and personnel records on behalf of the Board. None of such records or information within such records shall be released in all or part without compliance with all applicable privacy laws. The Superintendent may delegate to other administrators the function of complying with requests for such records after taking proper steps for determination of the validity of the request, and the necessity of the school district's compliance with it.

9.075 No employee shall release any such restricted information from the contents of a pupil or personnel record other than information contained in Board minutes or other public documents. Employees who are found to have violated these restrictions may be subject to removal from service in accordance with state law. Student records may be used by teachers during parental conferences.

9.076 No anonymous letters or materials shall be placed in any teacher's file, nor shall they be made a matter of record.

9.077 In the event the Supervisor/Principal desires to place any documentation, including documentation regarding any disciplinary action taken, in the official personnel file, the Supervisor/Principal shall reduce the documentation to writing and provide the employee with a copy of the dated written documentation including any witness statements regarding the incidence. This documentation shall be dated and signed by the employee to acknowledge receipt. This signature shall not be deemed to be an acknowledgement of the facts set forth in the documentation. The teacher shall have the right to attach a written statement to such documentation. The Supervisor/Principal shall date and sign the statement furnished by the employee to acknowledge its receipt. Such signature shall not be deemed an acceptance of the facts and/or positions of the teacher in the teacher's statement.

9.078 Teachers shall be entitled to make a copy of material in their files, except for material supplied prior to employment.

9.079 Teachers may review their personnel files and may request a meeting with the Superintendent to remove materials from their file. At such time the teacher and Superintendent may mutually agree to remove materials from the file. Absent agreement, the teacher has all rights pursuant to Chapter 1347 of the Ohio Revised Code.

9.0710 Nothing in this Article precludes a teacher's Supervisor/Principal from maintaining a file and/or dated anecdotal notes regarding an employee. However, such notes are not considered part of the employee's official personnel file and will only be considered for action purposes when documented and placed in the official file.

9.0711 Disciplinary action or complaints placed in a teacher's file will be expunged from an employee's personal file after thirty-six month if there has been no other discipline imposed during the past thirty-six months in accordance with the Xenia Board of Education Record Retention Policy or the State's Record Retention Policy. It is the responsibility of the employee to request the expungment of the material to the personnel director.

9.08 Vacancies, Transfers and Reassignments

9.081 A. During the school year, notification of vacancies and openings/new positions will be distributed to each XEA building representative and the building principal shall post such notice on the day the notice is received. All notices must have beginning and ending dates. During the summer recess, vacancy notices shall be posted in the three (3) secondary buildings, mailed to the Association President and filed with the central office receptionist.

B. Vacancy notices shall be posted on each faculty bulletin board, and shall be

posted for a period of ten (10) work days or a mutually agreed shorter time period, and shall contain the following information:

1. Qualifications
2. Certification or training required
3. Description of the job
4. Title of supervisor
5. Location of work
6. Date of posting and last date to apply

C. The administration shall first move teachers by reassignment within individual schools to appropriate positions.

D. Qualified teachers are to be given first consideration by Certification/Licensure and seniority as positions are filled. Teachers requesting a transfer to another position for the beginning of a school year should complete a form provided by the Director of Personnel's office. Such forms, indicating a desire for transfer, shall be returned to the Director of Personnel by April 1 of each year.

E. Persons who have completed voluntary transfer forms and are qualified by Certification/Licensure shall be contacted first as openings occur.

F. Qualified teachers may have the opportunity to apply and interview for administrative vacancies.

9.082 Voluntary Transfer

Notification of vacancies as defined in section 16.019 is to be given to the Association and, during the school term to each building representative and Principal. A teacher may still apply for a transfer to another position after April 1 but before July 15, only if that position became available after April 1. The Principal shall post such notification on the office bulletin board and every reasonable effort will be made to email the posting to staff.

A. Procedures: Teachers who desire to transfer to another position should complete a form provided by the Personnel Office. Such form indicating a desire for a transfer shall be returned by April of each year.

1. Properly certified/licensed teachers are to be given first consideration as positions are filled.

2. The notification of vacancy is to include Certification/Licensure required, grade level/subject area and building assignment.

3. In acting on request for voluntary reassignment and/or transfer, the

following criteria will be applied in the order given below:

a. Certification/Licensure
b. Teaching assignment
c. Seniority

4. Voluntary requests for transfer for positions that become available during the school year will be considered only for the school year immediately following the request. Mid-year vacancies shall be filled by a limited contract teacher or a long-term substitute only for the remainder of the school year. The teacher granted the transfer will then assume that position at the beginning of the next school year.

B. Any requests for transfer must be initiated annually.

A teacher who has applied for transfer may request of the Personnel Office a brief written statement of reasons for rejections of their written request for transfer after a vacancy for which they applied was filled.

9.083 Involuntary Transfer

Transfers made for the convenience and necessity of the school district, as interpreted and administered by the Superintendent, shall proceed as follows after consideration of requests for voluntary transfer to the vacancy.

A. Notice of an involuntary transfer or reassignment will be given to teachers as soon as practicable.

B. When an involuntary transfer or reassignment is necessary, a teacher's area of Certification/Licensure and relevant teaching experience will be considered in determining which teacher is to be transferred or reassigned.

C. Before an involuntary transfer or reassignment is made, the teacher may request a meeting with the Superintendent at which time the teacher will be notified of the reasons for the transfer. At such meetings, teachers may indicate their preference for vacancies within the building to which they are to be transferred. No teacher will be transferred or reassigned as an act of reprisal.

9.084 Transfer Policy During Consolidation

During any consolidation of buildings, the teaching staff of the closed building will be reassigned a follows:

A. Vacancies districtwide shall be posted.

B. By seniority, the teachers shall choose such positions available.

C. Ties in seniority shall be broken by lot.

If an insufficient number of vacancies exist to accommodate the displaced staff, district's reduction in force policy shall take effect.

9.085 Seniority shall be defined as the teacher with the longest continuous service (see section 16.017) and a continuing contract will be the most senior to the least continuous service with a continuing contract. Then the teacher with the longest continuous service with a limited contract to the least continuous service with a limited contract. Part time teachers shall have their days converted into continuous years.

9.09 Reduction in Force

Reduction in force will be through suspension of teacher contracts made necessary by reason of decreased pupil enrollment, return to duty of regular teachers after leave of absence, or by reason of suspension of schools or territorial changes or for financial reasons affecting the district and shall proceed as follows:

9.091 The Superintendent shall recommend suspension of contracts to the Board within each active teaching field Staff reductions shall be first through normal attrition (retirement, resignation, etc.).

Second, limited contract teachers shall be reduced by using the following order:

i. Licensure/Certification
ii. Competency as determined by formal evaluation
iii. When evaluations are comparable, by lowest seniority in the School District

Third, continuing contract teachers shall be reduced by using the above order.

9.092 Teachers whose contracts are to be suspended shall receive notice of such recommendation as early as possible but no later than at the time such recommendation is to be placed on the agenda for Board consideration.

The Association President will receive notification of RIF at the same time the notification is given to the affected teacher(s).

9.093 If it appears that identical service exists, the following will be used to determine greater continuous service.

1. Date of Board Approval for Hire: In the event that is the same then:

2. Date Application was received by the district: If no date of receipt is noted by stamp, refer to the application date.

3. If the criterion is also equal then seniority shall be granted to the teacher who is certified to teach the greatest number of subjects offered by the district.

9.094 Such right of restoration as to suspended limited contracts shall be for a period of eighteen (18) calendar months after the effective date of suspension of the contract. Teachers who wish restoration shall keep their current address on file with the Treasurer of the Board. Notification to recall an employee shall be by certified mail, return receipt requested. The Board shall notify the Association President within ten (10) days of any recall notice. Teachers who do not respond to a restoration notice for five (5) school days (or fifteen (15) calendar days when school is not in session) after receipt of the notice by restricted certified mail (or if such notice is returned undelivered) shall forfeit all rights of restoration.

9.095 A master teacher list of names, areas of certification and length of continuous service will be maintained for the purposes of implementation of this provision and will be updated annually in October and a copy given to the Association President.

9.096 First recall rights shall be in order of contract suspension (last suspended/first recalled).

9.097 If the vacant area(s) cannot be filled by recall of tenured teachers, then non-tenured teachers shall be recalled in order of contract suspension (last suspended/first recalled).

a. Reasons for layoff of any member shall not be arbitrary, capricious or unreasonable.

b. No position may be offered to a new employee unless the recall list has been exhausted of teachers certificated/licensed for a position.

9.098 Exclusions

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

9.10 Membership Enrollment

The Board agrees that each teacher shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. Membership in the Association shall be annual and continuous from year to year until proper notice is given to the Union Treasurer.

ARTICLE X

10.00 WORK YEAR AND WORK DAY

10.01 Length of School Year

10.011 The contracted teacher work days shall consist of 183 days for teachers:

180 work days
2 days in-service
1 record keeping day, at the end of the second semester
183 days

It is agreed that all teacher checkout procedures will begin a week prior to the last student day.

Days required to be made up due to calamity or other legal requirement shall be made up through the use of the digital platform as agreed upon by the Association and the Administration.

10.012 Records Day

Teachers shall be given a ½ day after the last day of each semester to complete and enter grades. The other ½ of that day will be determined by the district or building administrators. First semester records day my by the last work day in December or the first work day in January, while the records day for the second semester will be following the last day for students in May/June.

10.02 Length of School Day

10.021 Teachers are to fulfill their job responsibilities seven and one-half (7 1/2) hours daily.

10.022 Duty schedule and/or changes in duty schedules in a building will be worked out by the staff and the building principal, and shall include at least a thirty (30) minute duty-free lunch period (as prescribed by law) and preparation time for elementary of forty-five (45) minutes or the equivalent of one (1) class period on the secondary level.

10.023 The student school day will be as follows:

Grades (K-5) will be six (6) hours and fifteen (15) minutes (including lunch) - Grades (6-8) will be six (6) hours and forty-five (45) minutes (including lunch) - Grades (9-12) will be six (6) hours and fifty-three (53) minutes (including lunch)

These shall not be changed except for the following reasons: state and federal mandates; energy crisis or calamity.

10.024 The Superintendent of Schools shall establish the clock hours the various buildings are to operate providing that the teacher's regular working hours shall not begin before 7:10 a.m. or extend beyond 3:30 p.m.

10.025 On Professional Development days, the Superintendent may adjust the start times no earlier than 7:30 a.m. for elementary teachers and no later than 3:00 p.m. for high school and middle school teachers so long as the total number of hours do not exceed seven and one-half (7.5) hours and at least two (2) weeks prior notice is given.

10.03 In-Service Programs and Staff Meetings

10.031 Teachers may be required to attend in-service programs and staff meetings, either building or system-wide, which are held during the school hours and school calendar year. Teachers may be invited to attend other meetings held outside the school day, but attendance is not mandatory

10.032 Teacher visitation to other classes, schools, or school systems are feasible when arranged through the Principal and central office staff. Teacher visitations should be directly related to the teacher's classroom learning activities or to some other facet of the school's educational program and must have administrative approval.

10.033 Teachers are encouraged to continue their education through attending graduate classes, workshops, clinics, and local area meetings. Teachers will be compensated for credits earned in accordance with Board adopted salary schedules.

10.034 Time demands for in-service training programs and/or staff meetings shall be limited:

A. Two (2) meetings per month of one (1) hour duration beyond teacher day.

B. Above meetings will be organized by building staff in conjunction with Central Office staff for improvement of the operation and instructional program of the District.

C. Except for team members, mandatory IAT meetings and IEP meetings for which no substitute is provided and held beyond the teacher's workday will be compensated at the hourly rate established in 6.03 per meeting.

10.04 School Calendar

The Association shall meet with the Superintendent, or designee, to work on a suggested calendar each school year. The Superintendent shall have the final say on the school calendar.

ARTICLE XI

11.00 WORKING CONDITIONS

11.01 Class Size

A. An effort will be made in scheduling to keep class size as small as possible and to equalize, to the extent feasible, class size and class loads within each building. The Administration will attempt to meet the pupil/teacher ratio outlined in this Agreement. To the extent possible or practical, considering all relevant factors, the Administration will make an effort to equalize the distribution of all class loads at the secondary level.

B. Inclusion students are considered in the class size count. The Building Principals will adjust class loads as equitably as possible by the Friday following Labor Day within their respective buildings. If class loads still exceed the following ratios and cannot be adjusted within the building, the Superintendent or his/her designee will make further adjustments by September 30. Every attempt shall be made to keep regular instructional classes at the following ratios:

K - 5 : 25 or less
6 -12 : 30 or less

C. To assist in controlling class size, spring open enrollment numbers will be limited to 22 students per K-6 class and 27 students per 6-12 class to allow for enrollment of additional native students. In the fall, class size limited will be in accordance with Article 11.01 B.

D. For high school where practical, an attempt will be made to limit preparations to no more than three (3) per day and to meet the goal of five (5) classes per day per teacher

11.02 Least Restrictive Environment

A. The administration shall make a reasonable effort to equitably assign children with current IAT and/or IEP consideration at each grade and/or subject level.

B. The administration shall make reasonable efforts to notify each teacher at the respective grade level at the affected building regarding IEP meetings and will notify teachers of all assignments. All non special/regular education teachers who have children with disabilities students may be a part of the development of the IEP, either by attending the IEP meeting or by giving input to the regular education or special education teacher who will be attending the meeting. Any teacher assigned a child with disabilities may ask to reopen the IEP if the student does not appear to be making successful progress and/or passing the class.

C. The regular classroom teacher shall not be responsible for any lifting, diapering, toileting or procedures such as catheterization for any student

11.03 Assignment of Student Teachers

11.031 The Director of Personnel has the primary responsibility for assignment of student teachers.

11.032 The assignment of any college or university student teacher or student engaged in field-based experiences (observations) to a teacher shall be accomplished only with the concurrence of the teacher involved. If a teacher accepts such student teacher, any fiduciary or pecuniary agreement is between the teacher and the student teacher's host college or university.

11.033 Teachers selected to supervise student teachers shall meet the criteria of the student's institution of higher learning.

11.034 The activities and learning experiences as contained in the institutions "Student Teacher Training Manual," shall be directed by the training school as approved by the Director of Personnel of the District.

11.035 Payments or stipends received as a result of having a student teacher will be put into a fund marked for that teacher's use, within 6 months of receipt, for classroom or other educational supplies or items.

11.04 Distance Learning

Distance learning is defined as classes transmitted by videotape, live video feed, interactive video, or computer modem.

11.041 Teachers who videotape lessons or engage in distance learning will not be formally evaluated through the use of the videotaped lesson or interactive video instruction without following the existing evaluation process of the District.

11.042 Videotape sessions become the property of the classroom teacher.

11.043 Any reduction of teaching positions due to distance learning will be discussed in the Labor Management Committee.

11.044 Classroom visitors must make prior arrangements with the building principal and the classroom teacher before observing a class being taped or a class receiving a session on video tape/interactive video instruction.

11.05 Lesson Plans

Teachers shall submit lesson plans as requested by the administration. Weekly plans shall be in a format that reflects daily activities.

11.06 Grants

A. On an annual basis, the Association will designate a representative(s) to provide input for grant proposals. The Association recognizes that the timeline dictated by some grants may preclude this collaboration.

B. The Transformation Team and the building administrator and/or building leadership team will be charged with developing guidelines for implementation.

The Transformation Team consists of an equal number of Association members and administrators. These members are appointed by the Association President and Superintendent.

C. The school district will share grant evaluations with all appropriate staff when submitted.

11.07 Specialized Plan Writing

The Administration will explore and implement, with the agreement of the Association, the means and manner to provide teachers time to write IEPs and WEP's during the school year.

11.08 College Credit Plus

A. Bargaining unit members who are credentialed to teach a CCP course will be provided, annually, the first right of refusal for teaching the CCP course(s).
B. Every attempt will be made to limit the number of prep periods for bargaining unit members required to teach a CCP course.
C. If more than one (1) bargaining unit member is credentialed to teach a CCP course, language in the current negotiated agreement will be followed to determine the teaching assignment.
D. Assessments provided to Xenia Community Schools by a college or university for the purposes of CCP courses will not be utilized in any way in the evaluation of a bargaining unit member.
E. Prior to the beginning of each course, if the IHE (Institute of Higher Education) requires attendance at an In-service, all bargaining unit members who participate in the CCP program shall be provided at least one (1) in-service day to visit the participating IHE to engage in planning with the cooperating college instruction. The bargaining unit member shall be paid his/her per diem rate of pay for the in-service day if it occurs on a non-contractual day and will be provided professional leave if it occurs on a contractual day. In addition to the applicable leave, the District shall reimburse the bargaining unit member for all necessary and actual expenses (e.g., mileage, meals, etc.). The assigned to a CCP shall receive ten (10) hours at curriculum rate each time there is a new text book adoption, to familiarize themselves with new material.
F. The Board/Administration shall make every effort not to eliminate/reduce/displace a bargaining unit member as a result of the district's participation in the CCP program. G. The District shall adhere to the Ohio Revised Code, Ohio Administrative Code, ODE,

and ODHE guidelines regarding College Credit Plus requirements; however, the terms of this contract shall prevail with regard to bargaining unit members rights and responsibilities when participating in the program.

11.09 Remote Learning Due to Long Term Closure

Remote learning is defined as any instruction provided while students are not in-person.

11.091 Teachers will not be formally evaluated through the use of the remote learning lesson or interactive video instruction without teacher consent and following the existing evaluation process of the District.

11.092 Recorded lessons become the property of the classroom teacher

11.093 Plans for remote learning need to be in writing for each building/grade level cluster and available to each teacher prior to the first day of school each year. These plans should reflect a collaborative effort between the Board and the XEA leadership.

11.094 No teacher shall be responsible for providing instruction, grading, or other for any remote learner for classes/subjects they do not currently teach or are certified.

ARTICLE XII

12.00 MISCELLANEOUS

12.01 Chronic Communicable Diseases

Purpose

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease as well as the non-infected students, staff and school community members. The purpose of this policy is to address issues and concerns which arise when an employee is suspected, identified or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure the health and safety of all persons in the school community. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases. In response to growing concerns, these measures are outlined in this policy.

The principal philosophy which will guide this district's response to these issues is that each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

Non-Discrimination

A teacher who has been exposed to or who contracts a chronic communicable disease shall be treated no differently than a teacher with any other medical disability and will be provided the full protection of Federal and/or State law.

No teacher shall be subjected to random testing for chronic communicable disease.

Confidentiality

The Board and all teachers of the Board involved in any way in the implementation/administration of this procedure shall at all times maintain fully the confidentiality of any information received pursuant to this procedure except to the extent otherwise reasonably required to accomplish such implementation/administration.

Medical Evaluation Criteria

The need of a medical evaluation may arise in one of the following ways:

1. A teacher may voluntarily inform a school administrator that he/she has a chronic communicable disease.

2. A teacher may develop such observable symptoms or conditions which would cause the appropriate administrator to request a private conference with the teacher to review concerns. During this conference, the teacher may acknowledge contraction of chronic communicable disease.

3. If it is not ascertained at the previous private conference that the teacher has contracted a chronic communicable disease, and the administrator observes continuing further and obvious deterioration of symptoms and conditions which begin to negatively affect the performance of the employee teacher; the administrator shall request a second conference with the teacher to further review any concerns. Based on the results of this second conference, the administrator shall either take no further action at that time or shall refer the matter to the Superintendent.

   The administrator shall keep the Superintendent informed of the results of each situation as outlined in paragraph 1, 2, or 3 above. If, as a result of the information received from the administrator, the Superintendent determines that there is a need for a medical examination and review, the Superintendent shall convene a Medical Review Board comprised of the following:

   a. A physician selected by the teacher
   b. A physician selected by the Board
   c. The Greene County Health Commissioner or his/her designee.

   The Medical Review Board shall provide for an examination of the teacher and may obtain upon written voluntary authorization of the teacher, all relevant and pertinent medical information from the teacher's personal physician.

   The report rendered by the Medical Review Board shall be restricted to an

evaluation of the teacher's medical condition and shall clearly provide whether or not the teacher has been infected with a chronic communicable disease. If so, then the Medical Review Board shall determine:

4. Whether or not the teacher's current medical condition imposes a health risk to others in the school environment and the rationale for the finding. In making that determination, the Medical Review Board shall consider:

    a. The nature of the risk of the teacher's medical condition
    b. The duration of the medical condition
    c. The severity of the risk of the medical condition
    d. The probability the disease will be transmitted
    e. Other relevant factors.

5. The Medical Review Board shall make a recommendation to the Superintendent that the teacher should be:

    a. Admitted to work unconditionally
    b. Admitted to work under restrictive conditions, or
    c. Not admitted to work.

The report of the Medical Review Board shall be in writing and shall set forth reasons for its recommendations.

All costs of the Medical Review Board shall be borne as follows:

1. Teacher's physician - any cost not borne by teacher's insurance shall be paid by the Board.
2. Board Physician - cost paid by Board.
3. County Health Commissioner (no costs involved).

If elimination of the health risk requires the implementation of a temporary or permanent removal of a teacher with a chronic communicable disease, the employer shall comply with the provisions of this contract and ORC 3319.13.

Sick Leave/Disability Retirement

A teacher diagnosed to have a chronic communicable disease shall have full access to sick leave, FMLA and disability leave as provided by this Agreement and Ohio Revised Code.

12.02 Occupational Safety and Health

A. The Board retains the exclusive authority to adopt and implement policies and procedures required by Chapter 4167, Revised Code, or any regulations adopted under the authority of Chapter 4167, Revised Code.

B. Report Internally First

1. Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known. The Building Administrator will reply to the teacher in writing within five working days as to how the problem has or will be solved. Necessary action to remove the health or safety hazard will be initiated and the hazard will be corrected as soon as possible. If the teacher does not receive notification within five working days, OSHA will be notified.

2. The Board along with teachers has the responsibility to provide a safe working environment.

C. Right to Reassign

Before exercising his/her right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the teacher acting in good faith reasonably believes presents an imminent danger of death or serious harm to the teacher, the teacher will immediately notify his/her supervisor of the condition.

The teacher may be temporarily reassigned while the condition is being investigated and/or corrected.

D. Discrimination to be Grieved

A teacher who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as the means for asserting such a claim.

12.03 Bloodborne Pathogens Exposure Control Plan

The administration of the District recognizes the potential danger to certain staff that could result from occupational exposure to blood borne pathogens (BBP) as addressed by OSHA's Occupational Exposure to Bloodborne Pathogens Final Rule (29 CFR 1910.1030). We also acknowledge the need for protecting teachers from this risk. Realizing that it is in the best interests of management and teachers, we support and desire to comply fully with the letter, spirit, and intent of this rule. The Board adopted a Bloodborne Pathogen Expose Control Plan on July 10, 1995.

The Board will make an effort to protect the teachers from exposure to blood-borne pathogens in the work place and will make available to all teachers such prevention measures recommended by health care professionals or other governing health and safety organization.

ARTICLE XIII

13.00 NO STRIKE/LOCKOUT

13.01 It is agreed that during the term of this Agreement there shall be no lockout on the part of the Board nor any strike, stoppage, slowdown, or other interruption of work for any cause whatsoever by the teachers or the Association.

ARTICLE XIV

14.01 Local Professional Development Committee

In accordance with ORC 3319.22 and legislature approved state guidelines, a local professional Development Committee (LPDC) shall be formed to establish and review the standards and requirements for obtaining professional educator licenses.

14.011 LPDC Membership: The LPDC shall be comprised of seven (7) members. Four (4) shall be teachers. A stipend shall be paid to LPDC teacher members. Three (3) members shall be administrators appointed by the Superintendent. There shall be an eighth member who shall be appointed by the Superintendent when an administrator requests an administrative majority while presenting the administrator's IPDP. One teacher will step down in this event.

14.012 Teacher Members: Four (4) teacher members shall be appointed as per the XEA Constitution and By-laws. There shall be one teacher member from the High School, Middle School, Elementary, and from Special Education.

14.013 Terms of Teacher Members: Teacher members shall serve a term of two (2) years in a staggered rotation as per the XEA Constitution and By-laws.

14.014 Vacancy: In the event there is a vacancy for a teacher member on the LPDC, a new member will be appointed as per the XEA Constitution and By-laws to fulfill the vacant term.

14.015 LPDC Operating Procedures: Members of the LPDC shall elect a Chairperson at the first meeting. Additionally, the LPDC shall determine its operating procedures and meetings schedule by simple majority vote. Meetings shall be held when possible outside the school day.

14.016 A quorum shall be a majority of the total committee membership. During June, July and August, either the Superintendent or the Director of Personnel has the authority to sign and process certificate/license requests.

14.017 Teacher Individual Professional Development Plan: In accordance with ORC 3319.22 and the Department of Education Regulation, each educator who desires to fulfill the license renewal is responsible for the design of an Individual Professional Development Plan subject to approval of the LPDC. The plan shall be based on the needs of the educator, the students, the school, and the District.

14.018 Clerical/Records Keeping: The Board shall be responsible for clerical services and record keeping files for the LPDC.

14.019 Appeals:

A. In the event a LPDC decides to reject an IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the IPDP is being rejected.

B. Likewise, in the event a LPDC decides that an employee has not successfully completed his/her IPDP, such decision shall be communicated in writing to the affected employee within fourteen (14) calendar days. Such communication shall include a brief statement as to why the LPDC does not believe the IPDP has been successfully completed.

C. In either event, the affected employee may request in writing to appear before the LPDC to seek a reconsideration of the LPDC's decision. Such request must be made in writing to the chairperson of the LPDC within fourteen (14) days of the employee receiving notice of the LPDC's decision. The LPDC chairperson will arrange a meeting between the affected employee and the LPDC within fourteen (14) days of receipt of the request for an appearance. At that meeting, the employee shall be given a reasonable amount of time to speak with and question the committee. At the end of such time, the LPDC will issue its final determination to either sustain or reverse its earlier decision.

D. Provided the affected employee has utilized the internal appeals process established above, the affected employee may appeal an adverse decision to the Ohio Department of Education. Such appeal must be in writing, copied to the LPDC chairperson, and submitted within fourteen (14) days of receipt of the LPDC's final determination.

E. Sunshine Law: The LPDC shall be responsible for compliance with the Sunshine Law.

14.02 Resident Educator Program

Mentor Requirements:

Mentors shall have at least five years of successful classroom teaching experience, three of which must be in Xenia. The mentor will complete training offered by the Ohio Department of Education, or local training offered by the Resident Educator Program Director.

Mentor Assignment

Mentors will be assigned by the Personnel Office in collaboration with the Building Principal and the Resident Educator Program Director. Efforts will be made to be match mentors and Resident Educators with subject area/grade level similarity.

Resident Educator Mentor Stipends

The Board will pay the following stipends per teacher mentored:
1. Year 1- two thousand-five hundred dollars ($2,500.00).
2. Year 2- one thousand dollars ($1,000.00).

Should the mentor resign, or otherwise be replaced, a pro-rata stipend shall be paid to the affected employee(s).

Resident Educator Participation

A Resident Educator is defined as a teacher on a two-year Resident Educator's license.

Release time

Every effort will be made to offer release time for mentor teachers and resident educators for observations and professional meetings. Mentors will be provided with two (2) days of release time during the school year for the purpose of completing classroom observations of Resident Educators.

Scope and Sequence of Program

The Resident Educator Program will be determined jointly by the Resident Educator Program Director and the Personnel Office. The Association and the Board agree to abide by the guidelines established by the Ohio Department of Education for the Resident Educator Program. The success of the program is dependent upon the collaborative efforts of the Association, the Board, and Resident Educator Program Director.

ARTICLE XV

15.00 EFFECTS OF CONTRACT

15.01 Definitions

15.011 "Professional negotiations" shall mean good faith negotiations between the Board and Association, with respect to wages, hours, terms and other conditions of employment.

15.012 "Good faith negotiations" means the mutual obligation of the Board and Association to meet at reasonable times and confer in good faith with respect

to professional negotiations, provided such obligation does not compel either party to agree to a proposal or require the making of a concession.

15.013 "School" means any work location.

15.014 "Administrator" means non-teacher personnel whom wholly or in part evaluate and supervise teachers who are those persons defined in Section 2.07 of the Board of Education policies.

15.015 The term "teacher" shall mean members of the bargaining unit noted in Article I.

15.016 "Building Representative" means the agent of the Association within the assigned work location.

15.017 "Continuous service" is that time period of unbroken continuous employment from the date of initial employment (or most recent reemployment after a break in continuous service) and shall include all time on sick leave, leave of absence (including military) approved by the Board and disability retirement up to five (5) years.

15.018 "Break in continuous service" shall mean a termination of continuous employment due to resignation, retirement for other than disability reasons, contract non renewal (for more than sixty-three (63) school days after the expiration of the contract) or termination, or failure to return to work at the expiration of any leave of absence.

15.019 "Vacancy" shall mean an open teaching assignment resulting from Board action to terminate or non-renew a teacher, to accept the resignation of a teacher, or to create a new teaching assignment

15.020 "Assault" shall mean a violent attack, either physical or verbal.

15.021 "Least restrictive Environment" means that, to the maximum extent appropriate, handicapped children, including children in public or private institutions or other care facilities, are educated with children who are not handicapped, and the special classes, separate schooling, or other removal of handicapped children from the regular educational environment occurs only when the nature or severity of the handicap is such that education in regular classes with the use of
supplementary aids and services can be achieved satisfactorily.

15.02 Severability

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

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

If, during the term of this Contract, there is a change in O.R.C. 4117.10(a) or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would

invalidate any provision of this Contract, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Contract relative to the affected provision within sixty (60) days by demand of either party.

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

15.03 Nondiscrimination

The Board and the Association will not discriminate against any teacher on the basis of race, creed, color, age, sex, national origin, handicap, marital status, membership or non membership in the Association, or participation or nonparticipation in the activities, including negotiations, or the Association.

15.04 Amendments

15.041 This Agreement shall be subject to amendment or amendments by mutual consent of the parties hereto. Any such amendment or amendments shall be reduced to writing, state the effective date of such amendment or amendments, and be executed by the parties in the same manner as this Agreement.

15.042 The Board shall notify the Association President of any plans for reorganization prior to any final decision.

15.05 Maintenance of Standards

All contractual terms and conditions of employment specifically negotiated and applicable on the effective date of this contract to the employees covered by this contract shall continue to be so applicable during the term of this contract.

15.06 Academic Distress Commission

ORC 3302.10 shall have no effect on any provision of this contract unless the district would meet requirements of state law for the Superintendent of Public Instruction notifies the

district that the district is subject to the provisions of ORC 3302.10. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with agreement to be reinstituted subject to negotiation.

Furthermore, the Association and its members reserve all rights to challenge the constitutionality of 3302.10, either on its face or as applied. The Association and its members also reserve the right to challenge the construction or implementation of ORC 3302.10.

Article XVI

16.00 Employment of Retired License Personnel

A. During the terms of this agreement, the Board is authorized to fill any bargaining unit vacancy with a previously retired licensed applicant (i.e., retired from any public school district in Ohio) subject to the conditions provided below.

B. For purposes of salary schedule placement, a previously retired teacher (PRT) shall be granted up to a maximum of 7 years of service credit upon initial employment except for those employees that have already been hired by the District.

C. PRT's will be credited with all earned training/education for purposes of salary schedule placement.

D. The employment contract for a PRT shall only be a one-year limited contract that states the date of expiration. The PRT shall not be eligible for continuing contract status.

Article XVII

17.00 DURATION

17.01 Heading
The headings of the various sections of the agreement are inserted merely for the purpose of convenience and do not, expressly or by implication, limit, define, or extend the specific terms of the section to be designated.

17.02 Duration
This agreement shall be effective as of July 1, 2024, and shall continue in effect until Midnight June 30, 2027.

For: Xenia Board of Education

5-13-24
President Date

5/13/24
Superintendent Date

5/13/24
Treasurer Date

For: Xenia Education Association

5/13/24
President Date

THE XENIA COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM
XENIA EDUCATION ASSOCIATION

GRIEVANCE #_____

Name of Grievant _____ Assignment _____

Building _____ Date _____ 20 ____

Step I

A. Date Grievance Occurred _____

B.

I. Statement of Grievant _____

_____

_____

I. Relief Sought _____

_____

_____

_____

_____ _____
Signature Date

C. Discussion by Supervisor _____

_____ _____
Signature Date

STEP II

A. Position of Grievant and/or ASSOCIATION _____

_____

_____

_____

_____ _____

Signature Date

B. Date received by the Superintendent _____

C. Disposition by the Superintendent _____

_____ _____

Signature Date

STEP III

A. Position of Association _____

_____

_____

_____

_____ _____

Signature Date

B. Date Submitted to Arbitration _____

C. Disposition and Award of Arbitration _____

_____

_____

_____

_____ _____

Signature Date

2024-2025 with 4% and 1 step at 25 years

$45,457

SALARY SCHEDULE

Step	BA	BA+150	MA	MA+15	MA+ 30	<BA
	1	2	3	4	5	6
0	45,457	47,389	50,003	51,139	52,276	36,916
	1	*1.0425*	*1.1*	*1.125*	*1.15*	*0.8121*
1	47,434	49,321	52,162	53,526	54,889	37,638
	1.0435	*1.085*	*1.1475*	*1.1775*	*1.2075*	*0.828*
2	49,412	51,253	54,321	55,912	57,503	38,379
	1.087	*1.1275*	*1.195*	*1.23*	*1.265*	*0.8443*
3	51,389	53,185	56,480	58,299	60,117	39,102
	1.1305	*1.17*	*1.2425*	*1.2825*	*1.3225*	*0.8602*
4	53,367	55,117	58,640	60,685	62,731	39,825
	1.174	*1.2125*	*1.29*	*1.335*	*1.38*	*0.8761*
5	55,344	57,049	60,799	63,072	65,344.44	40,566
	1.2175	*1.255*	*1.3375*	*1.3875*	*1.4375*	*0.8924*
6	57,321	58,980	62,958	65,458	67,958	41,289
	1.261	*1.2975*	*1.385*	*1.44*	*1.495*	*0.9083*
7	59,299	60,912	65,117	67,845	70,572	42,007
	1.3045	*1.34*	*1.4325*	*1.4925*	*1.5525*	*0.9241*
8	61,276	62,844	67,276	70,231	73,186	42,752
	1.348	*1.3825*	*1.48*	*1.545*	*1.61*	*0.9405*
9	63,253	64,776	69,436	72,618	75,800	43,475
	1.3915	*1.425*	*1.5275*	*1.5975*	*1.6675*	*0.9564*
10	63,640	66,713	71,595	75,004	78,413	44,216
	1.4	*1.4676*	*1.575*	*1.65*	*1.725*	*0.9727*
11	63,640	68,645	73,754	77,391	81,027	44,848
	1.4	*1.5101*	*1.6225*	*1.7025*	*1.7825*	*0.9866*
12	63,640	68,645	75,913	79,777	83,641	45,657
	1.4	*1.5101*	*1.67*	*1.755*	*1.84*	*1.0044*
13	63,640	68,645	78,072	82,164	86,255	45,657
	1.4	*1.5101*	*1.7175*	*1.8075*	*1.8975*	*1.0044*
14	63,640	68,645	80,232	84,550	88,868	45,657
	1.4	*1.5101*	*1.765*	*1.86*	*1.955*	*1.0044*
15	63,640	68,645	81,368	85,686	90,005	45,657
	1.4	*1.5101*	*1.79*	*1.885*	*1.98*	*1.0044*
16	63,640	68,645	82,504	86,823	91,141	45,657
	1.4	*1.5101*	*1.815*	*1.91*	*2.005*	*1.0044*

17	65,231	70,458	83,641	87,959	92,278	46,403
	1.435	*1.55*	*1.84*	*1.935*	*2.03*	*1.0208*
18	65,231	70,458	84,777	89,096	93,414	46,403
	1.435	*1.55*	*1.865*	*1.96*	*2.055*	*1.0208*
19	65,231	70,458	85,914	90,232	94,551	46,403
	1.435	*1.55*	*1.89*	*1.985*	*2.08*	*1.0208*
20	65,231	70,458	87,050	91,369	95,687	46,403
	1.435	*1.55*	*1.915*	*2.01*	*2.105*	*1.0208*
21	65,231	70,458	88,187	92,505	96,823	46,403
	1.435	*1.55*	*1.94*	*2.035*	*2.13*	*1.0208*
22	65,231	70,458	89,323	93,641	97,960	46,403
	1.435	*1.55*	*1.965*	*2.06*	*2.155*	*1.0208*
23	67,731	72,731	90,459	94,778	99,096	47,125
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
24	67,731	72,731	90,459	94,778	99,096	47,125
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
25	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
26	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
27	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
28	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
29	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
30	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
31	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	1.62	2.01	2.105	2.2	1.0567
32	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	1.62	2.01	2.105	2.2	1.0567
33	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	1.62	2.01	2.105	2.2	1.0567
34	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	1.62	2.01	2.105	2.2	1.0567
35	68,640	73,640	91,369	95,687	100,005	48,034
	1.51	1.62	2.01	2.105	2.2	1.0567

2025-2026 with 4%

$47,276

SALARY SCHEDULE

Step	BA	BA+150	MA	MA+15	MA+ 30	<BA
	1	2	3	4	5	6
0	47,276	49,285	52,004	53,186	54,367	38,393
	1	*1.0425*	*1.1*	*1.125*	*1.15*	*0.8121*
1	49,333	51,294	54,249	55,667	57,086	39,145
	1.0435	*1.085*	*1.1475*	*1.1775*	*1.2075*	*0.828*
2	51,389	53,304	56,495	58,149	59,804	39,915
	1.087	*1.1275*	*1.195*	*1.23*	*1.265*	*0.8443*
3	53,446	55,313	58,740	60,631	62,523	40,667
	1.1305	*1.17*	*1.2425*	*1.2825*	*1.3225*	*0.8602*
4	55,502	57,322	60,986	63,113	65,241	41,419
	1.174	*1.2125*	*1.29*	*1.335*	*1.38*	*0.8761*
5	57,559	59,331	63,232	65,595	67,959	42,189
	1.2175	*1.255*	*1.3375*	*1.3875*	*1.4375*	*0.8924*
6	59,615	61,341	65,477	68,077	70,678	42,941
	1.261	*1.2975*	*1.385*	*1.44*	*1.495*	*0.9083*
7	61,672	63,350	67,723	70,559	73,396	43,688
	1.3045	*1.34*	*1.4325*	*1.4925*	*1.5525*	*0.9241*
8	63,728	65,359	69,968	73,041	76,114	44,463
	1.348	*1.3825*	*1.48*	*1.545*	*1.61*	*0.9405*
9	65,785	67,368	72,214	75,523	78,833	45,215
	1.3915	*1.425*	*1.5275*	*1.5975*	*1.6675*	*0.9564*
10	66,186	69,382	74,460	78,005	81,551	45,985
	1.4	*1.4676*	*1.575*	*1.65*	*1.725*	*0.9727*
11	66,186	71,391	76,705	80,487	84,269	46,643
	1.4	*1.5101*	*1.6225*	*1.7025*	*1.7825*	*0.9866*
12	66,186	71,391	78,951	82,969	86,988	47,484
	1.4	*1.5101*	*1.67*	*1.755*	*1.84*	*1.0044*
13	66,186	71,391	81,197	85,451	89,706	47,484
	1.4	*1.5101*	*1.7175*	*1.8075*	*1.8975*	*1.0044*
14	66,186	71,391	83,442	87,933	92,425	47,484
	1.4	*1.5101*	*1.765*	*1.86*	*1.955*	*1.0044*
15	66,186	71,391	84,624	89,115	93,606	47,484
	1.4	*1.5101*	*1.79*	*1.885*	*1.98*	*1.0044*
16	66,186	71,391	85,806	90,297	94,788	47,484
	1.4	*1.5101*	*1.815*	*1.91*	*2.005*	*1.0044*

17	67,841	73,278	86,988	91,479	95,970	48,259
	1.435	*1.55*	*1.84*	*1.935*	*2.03*	*1.0208*
18	67,841	73,278	88,170	92,661	97,152	48,259
	1.435	*1.55*	*1.865*	*1.96*	*2.055*	*1.0208*
19	67,841	73,278	89,352	93,843	98,334	48,259
	1.435	*1.55*	*1.89*	*1.985*	*2.08*	*1.0208*
20	67,841	73,278	90,534	95,025	99,516	48,259
	1.435	*1.55*	*1.915*	*2.01*	*2.105*	*1.0208*
21	67,841	73,278	91,715	96,207	100,698	48,259
	1.435	*1.55*	*1.94*	*2.035*	*2.13*	*1.0208*
22	67,841	73,278	92,897	97,389	101,880	48,259
	1.435	*1.55*	*1.965*	*2.06*	*2.155*	*1.0208*
23	70,441	75,642	94,079	98,570	103,062	49,011
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
24	70,441	75,642	94,079	98,570	103,062	49,011
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
25	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
26	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
27	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
28	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
29	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
30	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
31	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	1.62	2.01	2.105	2.2	1.0567
32	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	1.62	2.01	2.105	2.2	1.0567
33	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	1.62	2.01	2.105	2.2	1.0567
34	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	1.62	2.01	2.105	2.2	1.0567
35	71,387	76,587	95,025	99,516	104,007	49,957
	1.51	1.62	2.01	2.105	2.2	1.0567

2026-2027 with 4%

$49,167

SALARY SCHEDULE

Step	BA	BA+150	MA	MA+15	MA+ 30	<BA
	1	2	3	4	5	6
0	49,167	51,257	54,084	55,313	56,542	39,929
	1	*1.0425*	*1.1*	*1.125*	*1.15*	*0.8121*
1	51,306	53,346	56,419	57,894	59,369	40,710
	1.0435	*1.085*	*1.1475*	*1.1775*	*1.2075*	*0.828*
2	53,445	55,436	58,755	60,475	62,196	41,512
	1.087	*1.1275*	*1.195*	*1.23*	*1.265*	*0.8443*
3	55,583	57,525	61,090	63,057	65,023	42,293
	1.1305	*1.17*	*1.2425*	*1.2825*	*1.3225*	*0.8602*
4	57,722	59,615	63,425	65,638	67,850	43,075
	1.174	*1.2125*	*1.29*	*1.335*	*1.38*	*0.8761*
5	59,861	61,705	65,761	68,219	70,678	43,877
	1.2175	*1.255*	*1.3375*	*1.3875*	*1.4375*	*0.8924*
6	62,000	63,794	68,096	70,800	73,505	44,658
	1.261	*1.2975*	*1.385*	*1.44*	*1.495*	*0.9083*
7	64,138	65,884	70,432	73,382	76,332	45,435
	1.3045	*1.34*	*1.4325*	*1.4925*	*1.5525*	*0.9241*
8	66,277	67,973	72,767	75,963	79,159	46,242
	1.348	*1.3825*	*1.48*	*1.545*	*1.61*	*0.9405*
9	68,416	70,063	75,103	78,544	81,986	47,023
	1.3915	*1.425*	*1.5275*	*1.5975*	*1.6675*	*0.9564*
10	68,834	72,157	77,438	81,126	84,813	47,825
	1.4	*1.4676*	*1.575*	*1.65*	*1.725*	*0.9727*
11	68,834	74,247	79,773	83,707	87,640	48,508
	1.4	*1.5101*	*1.6225*	*1.7025*	*1.7825*	*0.9866*
12	68,834	74,247	82,109	86,288	90,467	49,383
	1.4	*1.5101*	*1.67*	*1.755*	*1.84*	*1.0044*
13	68,834	74,247	84,444	88,869	93,294	49,383
	1.4	*1.5101*	*1.7175*	*1.8075*	*1.8975*	*1.0044*
14	68,834	74,247	86,780	91,451	96,121	49,383
	1.4	*1.5101*	*1.765*	*1.86*	*1.955*	*1.0044*
15	68,834	74,247	88,009	92,680	97,351	49,383
	1.4	*1.5101*	*1.79*	*1.885*	*1.98*	*1.0044*
16	68,834	74,247	89,238	93,909	98,580	49,383
	1.4	*1.5101*	*1.815*	*1.91*	*2.005*	*1.0044*

17	70,555	76,209	90,467	95,138	99,809	50,190
	1.435	*1.55*	*1.84*	*1.935*	*2.03*	*1.0208*
18	70,555	76,209	91,696	96,367	101,038	50,190
	1.435	*1.55*	*1.865*	*1.96*	*2.055*	*1.0208*
19	70,555	76,209	92,926	97,596	102,267	50,190
	1.435	*1.55*	*1.89*	*1.985*	*2.08*	*1.0208*
20	70,555	76,209	94,155	98,826	103,497	50,190
	1.435	*1.55*	*1.915*	*2.01*	*2.105*	*1.0208*
21	70,555	76,209	95,384	100,055	104,726	50,190
	1.435	*1.55*	*1.94*	*2.035*	*2.13*	*1.0208*
22	70,555	76,209	96,613	101,284	105,955	50,190
	1.435	*1.55*	*1.965*	*2.06*	*2.155*	*1.0208*
23	73,259	78,667	97,842	102,513	107,184	50,971
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
24	73,259	78,667	97,842	102,513	107,184	50,971
	1.49	*1.6*	*1.99*	*2.085*	*2.18*	*1.0367*
25	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
26	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
27	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
28	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
29	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
30	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	*1.62*	*2.01*	*2.105*	*2.2*	*1.0567*
31	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	1.62	2.01	2.105	2.2	1.0567
32	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	1.62	2.01	2.105	2.2	1.0567
33	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	1.62	2.01	2.105	2.2	1.0567
34	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	1.62	2.01	2.105	2.2	1.0567
35	74,242	79,651	98,826	103,497	108,167	51,955
	1.51	1.62	2.01	2.105	2.2	1.0567