08/01/2024
2672-01
24-MED-04-0578
44454

NEGOTIATED AGREEMENT

FOR THE SCHOOL YEAR

2025-2027

CENTERBURG BOARD OF EDUCATION

AND

CENTERBURG TEACHERS' ASSOCIATION

ARTICLE I - RECOGNITION AGREEMENT 1
A. Recognition 1
B. Representation Election 1
C. Access to Information 1
D. Bargaining Period 1
E. Directing Requests 2
F. Composition of Bargaining Teams 2
G. Initial Bargaining Session 2
H. Agreement 2
I. Impasse Procedures 3
ARTICLE II - GRIEVANCE PROCEDURE 5
GRIEVANCE REPORT FORM 9
ARTICLE III - CTA RIGHTS 11
A. Payroll Deductions for CTA Dues 11
B. Use of Facilities 11
C. CTA Leave 12
D. Board Information 12
E. Labor-Management Committee 12
ARTICLE IV – STANDARDS-BASED EVALUATION SYSTEM 13
A. Philosophy 13
B. Standards-Based "Teacher" Evaluation 14
C. Assessment of "Teacher" Performance 15
D. Observation Procedure 16
E. Fairness 17
F. Assessment of Student Growth 17
G. Professional Growth and Improvement Plans 18
H. Professional Development 18
I. Personnel Decisions 19
J. Poorly Performing Teachers 19
K. Retention, Removal and Promotion of Poorly Performing Teachers 20
L. Remediation of Deficiencies Identified During Observations &Walkthroughs 20
ARTICLE V - TEACHING CONDITIONS 20
A. Elementary Teacher Planning Time 20
B. Class Size 20
C. Home Base 21
D. Faculty Meetings 21
E. Textbooks 22
F. Length of Day 21
G. The School Year 23
H. Choice of Vacated Position 23
I. Prep Periods 23
J. Building Keys 24
K. Personnel Files 24
L. Sequence of Contract Issuance 24
M. Non-Renewal of Contract 26
N. Termination of Contract 27
O. Complaint Procedure 27
P. Hiring Retired Teachers 28

Q. Part-time Teachers 29
R. License Renewal 29
S. Delta/Plus Information 29
ARTICLE VI - SALARY AND FRINGE BENEFITS 30
A. Severance Pay Upon Retirement 30
B. Payroll Periods 30
C. Tuition Waiver 30
D. Insurance 31
E. Supplemental Salary Schedules 33
F. Teacher Salary Index and Schedules 35
G. STRS Pick-up (Tax-Shelter) 39
H. College Credit Reimbursement 40
I. Continuing Education Units 41
Tuition Reimbursement Form 42
ARTICLE VII - LEAVE PROVISIONS 43
A. Sick Leave and Use of Sick Leave 43
B. Personal Leave 44
C. Professional Leave 45
D. Unpaid Leave 45
E. Short Term Unpaid Leaves of Absence 45
PERSONAL LEAVE FORM 47
ARTICLE VIII - REDUCTION IN FORCE 48
ARTICLE IX - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 50
ARTICLE X - IMPLEMENTATION AND DURATION 51
Appendix A – Continuing Contract Requirements 52

ARTICLE I - RECOGNITION AGREEMENT

A. Recognition

1. The Centerburg Local School District Board of Education (hereinafter referred to as the Board) recognizes the Centerburg Teachers Association (hereinafter referred to as the CTA), affiliated with the North Central Ohio Education Association, Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative for all teachers of the Centerburg Local School District (hereinafter referred to as the District).

2. For the purpose of this Agreement, "teacher(s)" is defined as all regular certificated/licensed employees holding a valid Ohio Teaching Certificate/License employed by the Board with the following exceptions:

    a. Management level employees as defined in accordance with ORC Chapter 4117.

    b. Any dispute of an employee's eligibility for membership or not shall be submitted to the State Employment Relations Board (SERB) for determination.

B. Representation Election

The recognition of the CTA as set forth in this Agreement is continuous unless challenged pursuant to ORC Chapter 4117 and the rules and regulations of SERB.

C. Access to Information

Each party shall make available to the other any and all information that is otherwise accessible to the public. This information shall be provided at no cost for the first copy. Additional copies of original information received by a party will be provided at a cost of ten cents ($ .10) per page. A signed receipt will be completed for each exchange of information.

D. Bargaining Period

Between February 1 and sixty (60) days prior to the expiration of this Agreement, the Board or the CTA may request that negotiations be opened for the purpose of bargaining a successor agreement. The negotiations for the successor agreement shall be in accordance with all provisions of the existing agreement and ORC Chapter 4117. Impasse may not be declared prior to thirty (30) days before the expiration of this Agreement.

E. Directing Requests

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 CTA, and CTA requests shall be directed to the Superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB).

F. Composition of Bargaining Teams

1. The CTA shall, without restrictions, select those individuals who shall comprise the CTA bargaining team. At least four (4) members shall be teachers of the District.

2. The Board shall, without restrictions, select those individuals who shall comprise the Board's bargaining team. At least four (4) members shall be employed by or be members of the Board.

3. Neither team shall exceed five (5) members in size.

G. Initial Bargaining Session

1. The first bargaining session shall be held for the purpose of exchanging proposals and shall establish a date(s) for further bargaining sessions.

2. Once proposals have been exchanged, no new items shall be added during the bargaining period unless mutually agreed to by the CTA and the Board bargaining teams.

H. Agreement

1. As tentative agreement is reached on each item during the bargaining period, the tentative agreement shall be reduced to writing and initialed by each team.

2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted to the CTA for its consideration. If ratified by the CTA, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting after receipt of the ratified agreement from the CTA. The CTA and the Board shall consider and act upon the proposed agreement in its entirety. Each side will make a good faith effort to get the tentative agreement approved.

3. Upon final approval by both the CTA and the Board, two (2) copies of the total agreement shall be signed by the President of the Board and the President of the CTA. The Board shall be responsible for typing of final agreement. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

I. Impasse Procedures

Pursuant to ORC Sections 4117.14 (C) (1) and 4117.14 (E), the parties have established the following mutually agreed upon dispute resolution procedures which supersedes the procedures listed in ORC Chapter 4117.

1. Mediation

   a. In the event agreement is not reached by the parties, the parties may agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Service (FMCS) whose rules and regulations shall govern the mediation.

   b. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the CTA.

   c. If mediation is utilized, the mediation period shall terminate on the expiration date of this Agreement, unless otherwise agreed by the parties.

2. Advisory Board

   a. If an agreement is not reached through mediation, or if it was not mutually agreed to use mediation, the matter shall be submitted to an Advisory Board. Within ten (10) working days of the mediator's findings or within ten (10) working days of the decision to not use mediation, the Board and the CTA shall appoint and notify the other party in writing of their appointee to the Advisory Board. The two (2) appointees shall select a third person, who shall serve as chairperson, from list(s) provided by the American Arbitration Association (AAA) in accordance with their rules and regulations.

   b. The Advisory Board shall have the authority to hold hearings to affect recommendations for solving the disagreements. Such recommendations shall not be binding on the Board or the CTA.

c. Within fifteen (15) workdays of receipt of the Advisory Board's recommendations, the parties shall each act on the recommendations of the panel in accordance with the provisions stated herein. Upon action by either party the report may be made public.

3. All provisions not specifically addressed in this section shall be handled in accordance with ORC Chapter 4117.

ARTICLE II - GRIEVANCE PROCEDURE

A. Procedures

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kinds shall be taken against any teacher initiating or participating in the grievance procedure.

1. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the CTA agree that grievance proceedings shall be handled in a confidential manner.

2. Definitions

a. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.

b. A grievant shall mean a teacher or group of teachers or the CTA alleging that a violation, misinterpretation, or misapplication of this Agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each teacher of said group identically.

c. A day shall mean a teacher workday, and during the period between the end of the spring semester and the start of the fall semester shall mean weekdays. Thus, Saturdays, Sundays, and legal holidays are excluded.

3. General Provisions

a. Any grievance shall be initiated as in General Provisions - 3. b. and be the exclusive right of the individual teacher or group of teachers within ten (10) days of the occurrence to be grieved.

b. Any grievance shall be first discussed informally with the building principal prior to initiation of the written grievance procedure. The building principal must be made aware during this meeting that this discussion is the informal step of the grievance procedure.

c. Any grievance shall be reduced to writing and shall contain a concise statement of any and all known facts and circumstances upon which the grievance is based and a reference to the specific provision of the contract.

d. The CTA shall be available to assist any teacher who wishes in preparing the proper and complete information necessary to expedite the procedure.

e. If the CTA determines at any level of the grievance procedure that a grievance shall not be carried forward, the grievant may continue the procedure, but shall be responsible for any expenses incurred thereafter in such proceedings.

f. Resolution of a grievance at any step shall apply to the stated grievance and shall in no way infringe on statutory obligations, or other policies of the Board, or this Agreement.

g. Nothing contained in this procedure shall be construed as limiting the rights of a teacher or group of teachers, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.

h. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.

i. A grievance may be withdrawn at any step without prejudice.

j. Counsel of choice may be used by all or any part involved in the grievance procedure at all formal steps.

k. All records of grievance proceedings will be kept in a grievance file in the Superintendent's office.

l. No record of grievance proceedings will be sent to other prospective employers or any other agencies, unless specifically requested.

4. Procedure

a. All written grievances shall be lodged within ten (10) days following the informal meeting with the building principal. Such grievance must be appealed to the next step in the procedure within seven (7) days of the decision in previous steps or such right to appeal shall be forfeited.

b. Step I - If the grievance isn't resolved in concurrence with General Provision - 3. b., a written grievance shall be submitted to the aggrieved's building principal.

1) A meeting shall be mutually agreed upon between the aggrieved and the building principal within seven (7) days of the filing of the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance.

2) Within seven (7) days of the meeting, the building principal shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.

c. Step II - If the aggrieved is not satisfied with the suggestion for resolution received in 4. b., he/she may, within seven (7) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

1) The meeting shall be within seven (7) days of the request.

2) Within twenty (20) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for the resolvent of the grievance.

d. Step III - If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may elect to file with the American Arbitration Association (AAA) to proceed to advisory arbitration within twenty (20) days. If a grievance is filed by the Board, it must file with the American Arbitration Association within twenty (20) days of notice of the CTA President of intent to grieve. In either case, the moving party shall be responsible for all filing fees. If a teacher does not elect to proceed to arbitration, an appeal can be made directly to the Board as per Step IV within seven (7) days.

Copies of the demand to arbitration shall be provided to the Superintendent and the CTA President (if filed by an individual). The arbitrator will be selected in keeping with AAA's voluntary rules and regulations. Once an arbitrator is selected under the process, the arbitrator shall conduct a fair and impartial hearing on the grievance, during which each party will have an opportunity to present its side of the grievance.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement. The arbitrator shall expressly

confine himself/herself to the specific issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declaration of opinions. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit or interfere in any way with the powers, policies, duties, rules and regulations thereof. The arbitrator shall issue his/her advisory written decision within sixty (60) days of the hearing.

Copies of the advisory decision will be sent to the grievant, the CTA President, and the Superintendent. Cost of the arbitration and associated expenses will be borne equally between the Board and the Association. The Board may accept, reject or modify the arbitrator's decision.

e. Step IV - If the action taken by the Superintendent at Step III listed above does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board within twenty (20) days after receiving the arbitrator's decision. The notice of appeal shall be sent to the local Superintendent and a copy filed with the Treasurer of the Board. The local Superintendent shall place the matter on the agenda for the next regular meeting of the Board.

The Board shall act upon such appeal no later than at its next regular meeting. The Board's action shall be final and based upon the recommendation of the Superintendent and the arguments presented by or on behalf of the teacher(s), Superintendent, and building principal.

GRIEVANCE REPORT FORM

Teacher _____

Date of informal meeting with principal _____

STEP ONE
(Submitted to Principal)

A. Date cause of grievance occurred _____

B. 1. Statement of grievance: (To include any and all known facts and circumstances; also cite article(s) and section(s) of the Agreement)

2. Relief sought:

_____ _____
Signature of Teacher Date

C. Disposition of Principal

_____ _____
Signature of Principal Date

STEP TWO
(Submitted to Superintendent)

A. Position of Teacher

_____ _____

Signature of Teacher Date

B. Disposition of Superintendent

_____ _____

Signature of Superintendent Date

STEP FOUR
(Submitted to the Superintendent and Treasurer of the Board)

A. Position of Teacher

_____ _____

Signature of Teacher Date

B. Disposition of Board

_____ _____

Signature of Board President Date

ARTICLE III - CTA RIGHTS

A. Payroll Deductions for CTA Dues

1. The Board agrees to deduct from the pay of teachers, dues for the CTA, when so authorized in writing by each teacher desirous of having such dues deducted. CTA shall be responsible for the clerical work necessary to present such authorizations and list to the Treasurer at no expense to the Board.

2. The deductions shall be made in twenty (20) equal installments beginning with the first pay in November.

3. Individual authorization forms for dues deductions shall be furnished by the CTA.

4. Dues deductions authorizations shall be filed annually prior to October 15.

5. Dues deductions shall be transmitted by the Treasurer to the CTA Treasurer on the first scheduled payday of each month following the deduction period.

6. The right to refund to the teacher monies deducted from his/her pay shall lie solely with the CTA. CTA agrees to reimburse any teacher directly from CTA's treasury for the amount of any dues deducted by the Board and paid to the CTA whenever the deduction is in excess of the proper deduction and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.

B. Use of Facilities

1. The CTA shall have the use of designated building bulletin boards in each teachers' lounge and the teachers' workroom for CTA information.

2. The CTA President (or his designated representative) shall have the right to make brief announcements at the end of staff meetings.

3. The CTA shall have the use of school public address systems for CTA announcements in accordance with the adopted administrative procedure.

4. The CTA shall have the use of staff mailboxes for distribution of CTA information.

5. The CTA shall have the right to hold meetings in school buildings in accordance with the adopted policy governing all other school activities, and they will assume the cost for custodial services should they be required or if such meetings last longer than normal custodial hours. There will be no rental charge assessed the CTA, but the CTA will be responsible for the care of facilities as any group would be who uses school facilities. The CTA may have the use of school equipment after paying for supplies or other consumable materials, with exception of the Superintendent's office which must be operated by authorized personnel.

C. CTA Leave

The CTA President or his/her designee shall be granted two (2) days per year to attend meetings related to the CTA's activities. The Board will pay the substitute's salary and grant released time to the individual attending. Approval is needed seven (7) days prior to said meeting.

D. Board Information

The President of CTA, upon request, will be provided with an agenda and other appropriate public documents for all Board meetings when it becomes generally available to the public.

E Labor-Management Committee

The Board and the CTA LMC Committee will consist of up to four (4) members on each side. Either side may call a meeting when necessary. The purpose of the LMC is to keep communications open between the CTA and the Board. Bargaining or grievance processing shall not be a function of the LMC; however, it may agree to clarify this Agreement, make recommendations for Memoranda of Understanding, and attempt to resolve issues prior to reaching the grievance process.

The parties agree to use the services of Federal Mediation and Conciliation Service (FMCS) for the purposes of training and advice of this Committee. The parties agree to establish mutually-agreed ground rules for the operation of the LMC.

ARTICLE IV – STANDARDS-BASED EVALUATION SYSTEM

A. *Philosophy*

The Centerburg Board of Education is adopting a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under section 3319.112 of the Revised Code. School Counselors will be evaluated using the school counselor standards-based framework outlined under section 3319.11 of the Revised Code. This teacher evaluation policy is adopted in conformance with said framework.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth.

This policy has been developed in consultation with teachers employed by the Board.

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes and directs the Superintendent to work with the Centerburg Teachers Association President to establish and maintain an ongoing Evaluation Policy Consultation Committee for the express purpose of recommending necessary changes to the Board and Association for the appropriate revision of this policy.

Definitions

1. "OTES" – Ohio Teacher Evaluation System as spelled out in 3319.111 and 3319.112 of the Revised Code.

2. "Teacher" – This policy applies to the following employees of the District:

    a. "Teachers" working under a license issued under sections 3319.22, 3319.26, 3319.222, or 3319.226 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction;
    b. "Teachers" working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spends at least fifty percent of their time providing content-related student instruction;
    c. "Teachers" working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty percent of their time providing content-related student instruction; and,

d. "Teachers" working under a permit issued under 3319.301 of the Revised Code who spend at least fifty percent of their time providing content-related student instruction.

3. "Credentialed Evaluator" – For purposes of this policy, each "teacher" subject to evaluation will be evaluated by a person who:

   a. Meets the eligibility requirements under Revised Code Section 3319.111(d); and
   b. Holds a credential established by the Ohio Department of Education; and
   c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.
   d. A qualified and credentialed evaluator from the District will normally do evaluations. Persons from the County Educational Service Center (ESC) may be used to evaluate only accomplished/skilled personnel and employees who are not new to the District. Such person must hold a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under section 3319.22 of the Ohio Revised Code.
   e. A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.

4. High Quality Student Data (HQSD) – Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation Factor, the HQSD dimension is based on value-added scores, assessments from ODE's list of assessments for "teachers" where value-added scores are not available, and from local measures of student growth.

B. ***Standards-Based "Teacher" Evaluation***

1. Teacher evaluations will utilize multiple factors, with the intent of providing a fair and meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

   Each teacher evaluation will result in an effectiveness rating of:

   a. Accomplished;
   b. Skilled;
   c. Developing; or
   d. Ineffective.

The above represents the standards created by the State Board of Education which will be used and are incorporated herein by reference.

2 The Superintendent shall annually cause to be filed a report to the department of education the following information: number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each effectiveness rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

a. Electronic Teacher and Principal Evaluation System (eTPES)

The use of eTPES or any other teacher evaluation electronic reporting and/or storage system shall be bargained. The only teacher evaluation information provided to the ODE by the District shall be found in O.R.C. 3319.111(G).

The eTPES system will be utilized for OTES data.

3. A teacher who receives an effectiveness rating of "*Accomplished*" on the teacher's most recent evaluation provided that the teacher's student academic growth measure for the most recent school year for which data is available is average or higher will be evaluated every three (3) years. A teacher who receives an effectiveness rating of "*Skilled*" on the teacher's most recent evaluation provided the teacher's student academic growth measure for the most recent school year for which data is available is average or higher will be evaluated every two (2) years.

C. ***Assessment of "Teacher" Performance***

1. Teacher performance will be evaluated during the two cycles of formal observations and periodic classroom walkthroughs. Such performance will be assessed through a holistic process by trained-credentialed evaluators based upon the following Ohio Standards for the Teaching Profession:

a. Understanding student learning and development and respecting the diversity of the students they teach;
b. Understanding the content area for which they have the instructional responsibility;
c. Understanding and using varied assessments to inform instruction, evaluate and ensure student learning;
d. Planning and delivering effective instruction that advances individual student learning;
e. Creating learning environments that promote high levels of learning and student achievement;
f. Collaborating and communicating with students, parents and other educators, district administrators and the community; and,

g. Assuming responsibility for professional growth, performance and involvement.
h. The OTES rubric will be used for this process.

2. The Board and the Association shall select or develop evaluation tools to be used in calculating teacher performance. These tools shall be aligned to the Ohio Standards for the Teaching Profession and the Ohio Teacher Evaluation System Performance Rubric.

D. ***Observation Procedure***

1. All teachers and staff members who will be evaluated herein will be provided in-service if requested by the teacher or the Association in OTES, the state adopted evaluation framework, and the standards for the teaching profession.

   a. All teachers shall be evaluated based on two (2) observations each school year.
   b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) observations.
   c. The first observation must be completed by January 15.
   d. The second/third observation must be completed by May 1.
   e. There will be at least fifteen (15) school days between observations.
   f. All formal observations shall be preceded by a conference between the evaluator and the employee, unless waived by the teacher.
   g. Pre-conference form will be provided to the teacher. Teacher will be notified three (3) days prior to pre-conference of date and time of observation, unless extenuating circumstances exist.
   h. A post-observation conference shall be held within ten (10) working days after the observation where the evaluator will give the teacher the completed observation form. The post-observation conference will include reflection from both parties. This conference may be waived if mutually agreed by both teacher and administration.
   i. All observations will be announced under the OTES process.

2. Informal Observations

   a. Informal Observations shall not unreasonably disrupt and/or interrupt the learning environment.
   b. Teachers will have no more than four (4) Informal Observations in each evaluation cycle.
   c. Informal Observations will be no less than five (5) minutes and no more than fifteen (15) minutes.

d. Informal Observations are documented in Ohio ES and will be provided to the "teacher" by the evaluator within five (5) working days.

e. A final debriefing shall be held with the "teacher" by the evaluator within five (5) working days of the Informal Observations if requested by the teacher or administrator. Any corrective action will be addressed in this debriefing.

E. Fairness

1. Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred, they shall have the following rights:

   a. Shall be allowed to request a different evaluator and such request shall be considered by the District. This could occur due to a disagreement with the level of student growth, the rating of performance and/or the summative, or overall, evaluation rating.

   b. A teacher shall be entitled to CTA representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

   c. Any violation of either procedural due process of law, which include the procedures of this Agreement, or arbitrary or unreasonable action shall result in the member's ability to file a grievance per Article II.

F. Assessment of Student Growth

1. Student academic growth will be measured through multiple measures that shall include value-added scores on evaluations for "teachers" where value-added scores are available Other student growth measures may be selected from the Ohio Department of Education assessment list for "teachers" of subjects where value-added scores are not available and/or local measures of student growth.

   Each final summative evaluation shall contain two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. When utilizing vendor assessments to construct HQSD, all affected staff shall be trained on utilization of the assessment program. The association may provide a recommendation to the Superintendent on the use of a proposed vendor assessment. The committee may ask for the vendor to make a presentation in which the superintendent and principal of the affected staff

shall attend. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

a. Knowledge of the students to whom the teacher provides instruction;
b. The teacher's use of differentiated instruction practices;
c. Assessment of student learning;
d. The use of assessment data;
e. Professional responsibility and growth.

HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

The Association and Board, through the LMC committee, will identify "locally determined experts" that will approve local measures of HQSD. The High School, Middle School and Elementary will each create a group(s) that will consist of equal numbers of administrators and teachers to approve locally developed HQSD measures.

2. In calculating student academic growth for an evaluation, a student shall not be included if the student has forty-five (45) or more excused or unexcused absences for the school year from the classroom.

G. Professional Growth and Improvement Plans

1. Based upon the results of the annual teacher evaluation as converted to the "Evaluation matrix" (see appendix for form), each teacher must develop either a professional growth plan or professional improvement plan as follows:

   a. Teachers with above expected levels of student growth will develop a professional growth plan with a credentialed evaluator selected in conjunction with the building administrator.
   b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input from his/her credentialed evaluator for the next evaluation cycle.
   c. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. The administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan.

H. Professional Development

1. The Board shall provide for the allocation of financial resources to support professional development.

I. Personnel Decisions

1. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.

2. Seniority shall not be the basis for making retention decisions, except when choosing between "teachers" who have comparable evaluations as set forth in the collective bargaining agreement. Comparable evaluations should be derived from multiple summative ratings. Starting in the 2013/14 school year, a teacher will receive a point total of four (4) for accomplished, three (3) for skilled, two (2) for developing and one (1) for ineffective. In a three-year period of time, a teacher will have a rating of three (3) thru twelve (12). Any teacher with a score of eleven (11) to twelve (12) over three years would be in group one, teachers with a score seven (7) thru ten (10) would be in group two, and teachers with a score of three (3) thru six (6) would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of evaluation data.

3. The evaluation procedure contained in this Agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until one year of data have been collected and one evaluation cycle has been completed. Value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to assign a summative evaluation rating. Nothing in this provision limits the right of the Board to non-renew a limited contract teacher as permitted by Ohio Revised Code.

4. Until three years of data have been collected and three evaluation cycles have been completed, all decisions concerning the retention, promotion, removal, reduction or recall of any teacher shall continue to be governed by the terms set forth in this Agreement.

J. Poorly Performing Teachers

1. Poorly performing teachers refers to teachers identified through the evaluation process set forth in these policies who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standard based evaluation system. For purposes of further defining Poorly Performing Teacher: 1) A teacher who is assigned an evaluation rating of Ineffective for two (2) consecutive years.

K. Retention, Removal and Promotion of Poorly Performing Teachers

Nothing in the original policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Collective Bargaining Agreement between it and the Centerburg Teachers Association.

L. Remediation of Deficiencies Identified During Observations and Walkthroughs

1. The remediation plan, as outlined in this section, shall detail:

    a. Performance issues documented as deficient;
    b. Specific performance expectations;
    c. The allocation of resources and assistance to be provided by the District to support professional development of the teacher;
    d. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.
    e. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach may request release time to allow for meetings/observations with the teacher under a remediation plan.

2. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

3. If a remediation plan is developed after March 1, the plan shall be continued into the next school year. A remediation plan does not prevent non-renewal.

ARTICLE V - TEACHING CONDITIONS

A. Elementary Teacher Planning Time

Each elementary teacher will be provided with at least 150 minutes' planning time each week, exclusive of lunch and recess periods.

B. Class Size

The Board will make reasonable attempts to maintain equitable class sizes at one full-time classroom teacher for each twenty-five pupils in the average daily membership in the Centerburg Local School District.

C. Home Base

The Board will provide each teacher with a storage facility as determined by the Superintendent or his/her designee.

D. Faculty Meetings

1. There will be forty-eight-hour advance notice of faculty meetings, unless the need arises for an immediate exchange of information. All teachers may be required to attend fifteen (15) faculty meetings during the school year that will extend the workday up to one (1) hour.

2. Compensation for Meetings

   a. Teachers will be compensated for meetings outside the workday and will be paid at fifteen dollars ($15.00) per meeting. Such meetings shall include meetings for IEPs, IATs, Section 504 Plans; faculty meetings beyond the one (1) hour in paragraph 1; and administration directed committee meetings. The superintendent may create a Board-approved stipend to be paid to individual teachers for completing a specific task.

   b. Documentation of attendance at meetings will be kept on an ongoing basis by the teacher. The form will be signed by the administrator/supervisor the day of each meeting. At end-of-the-year checkout the teacher will submit to the building administrator the signed Teacher Attendance form requesting compensation for meetings. The Treasurer will execute payment for such meetings not later than the last pay in June.

   c. A team will be created within two (2) weeks of the start of the school year consisting of one core teacher and one special education teacher for each identified student.

   d. If the teacher is unable to attend the required meeting, s/he will inform the building administrator in writing with as much advance notice as possible and will provide written information regarding the student on the appropriate form twenty-four (24) hours in advance.

   e. In-service will be provided at the beginning of each school year.

E. Textbooks

1. Every five (5) years the Board will review the textbooks with teachers and their respective principals. An effort will be made to update textbooks on a rotating basis as funding is available.

2. It is the teacher's duty to report a shortage of textbooks to his building principal. An effort will be made to provide each student with textbooks as funding is available.

3. In some circumstances, textbooks are shared within grade levels. In this case, an effort will be made to provide a textbook for each student within a particular classroom.

F. *Length of Day*

1. The Board and the CTA agree that a committee to study the length of the school day may be established at the request of the Superintendent or CTA President. The committee shall be composed of two teachers (one each from the elementary and high school) selected by the CTA President and two administrators selected by the Superintendent.

2. A request from the CTA or the Superintendent for the formation of this committee shall be made to the Superintendent or CTA President before January 1. The time and location of the meetings will be mutually agreed upon by the Superintendent and the CTA President.

3. The committee will study problems associated with establishing the length of the school day for the next school year. Written recommendations will be presented to the Superintendent by March 1.

4. The workday for teachers shall be defined as follows:

    a. It is understood that the workday does not end until the buses leave the school grounds.

    b. The workday for teachers shall include a minimum of thirty (30) minutes of uninterrupted, duty free lunch, unless mutually agreed to between building teachers and administrators.

    c. The teacher workday for all bargaining unit members shall be seven and one-half (7 ½) hours. The teacher workday shall not begin before 7:30 a.m. nor end after 4:00 p.m. Student instructional time shall not exceed six (6) hours.

    d. Every effort will be made to equalize duty schedules or emergency class coverage among bargaining unit members at each building. Where inequities are found, BLT will address the issues.

    e. Every effort will be made to equalize emergency class coverage among bargaining unit members at each building. A voluntary advisory committee will be established in each building to review the master schedule for that building and to offer input with the

goal of providing an equitable instructional, planning, and duty schedule for each bargaining unit member.

G. The School Year

1. The school year will be 184 days, categorized in the following manner:

   a. A maximum of one hundred seventy-eight (178) days with students and four in-service/ teacher workdays.

   b. At least two (2) teacher workdays will be for professional development/in-service.

   c. Two (2) days for parent-teacher conferences.

2. School Calendar

   The school-calendar will be a topic for the Labor Management Committee annually, but no later than February 1.

H. Choice of Vacated Position

1. A written notice of each vacated teaching position will be sent to the CTA President and emailed to all bargaining unit members. Any employee seeking a vacated position must make a formal written application to the building principal within ten (10) days of the notification. Vacated is defined as a position available due to resignation, retirement, termination or creation of a new teaching position unless the administration reassigns a current teacher into that position.

2. Ability, seniority, and appropriate certification/licensure shall be assumed criteria in filling all positions. The determination of ability and the final decision on placement shall be vested in the administration.

3. If a teacher desires a change in teaching position for the following year, he/she should notify the building principal in writing no later than May 31 so that if a position becomes available during the summer break, in that area, he/she can be considered.

I. Prep Periods

The Board will make every effort to secure a substitute in the event that a teacher is absent for an entire workday. If teachers cover an absentee's class due to the lack of a substitute, the teacher will be paid $15. The teacher will report the coverage on the appropriate form, which will be approved by the building principal prior to submission to the treasurer's office for payment at the end of each semester.

J. Building Keys

The Board will provide each teacher while employed in the District with a classroom key for his/her room. A building key will be provided to any teacher upon request when deemed appropriate by the respective building principal.

K. Personnel Files

1. The Board shall maintain the only official personnel files in the Board offices for all teachers. The purpose of the personnel file system shall be to serve as the official depository of records that are necessary and relevant to the teacher's employment and professional responsibilities.

2. A teacher shall be granted access to his/her individual personnel file within five (5) workdays following the receipt of a written request. There shall be no charge for teacher access to the personnel file system.

3. Access to or disclosure of any information in the personnel file system shall be in accordance with the provisions of ORC 1347.07, 1347.08, 1347.09, 1347.10, and 149.43.

4. A teacher shall have the right to inspect his/her personnel file with the Superintendent present. The teacher and the Superintendent may both have a representative of his/her choice present.

5. A teacher shall have the right to dispute the accuracy, relevance, and timeliness of the information contained in the personnel file. A teacher may attach his/her comments to any document in the file.

L. Sequence of Contract Issuance

1. Limited Contract

   a. For any bargaining unit member hired prior to the start of employment beginning the 2024-2025 school year

      The sequence of limited contracts shall be:

      1) One year, upon initial employment

      2) One year, upon reemployment, for second contract

      3) Two years, upon reemployment, for third contract

      4) Three years, upon reemployment, for the fourth contract.

b. Teachers new to Centerburg Local Schools beginning with the 2024-2025 school year the sequence of limited contracts shall be:

1. Initial contract one (1) year
2. Upon reemployment, the second contract shall be one (1) year
3. Upon reemployment, the third contract shall be for one (1) year
4. Upon reemployment, the fourth contract shall be for one(1) year
5. Thereafter, contracts shall be for three (3) years

c. Any teacher on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract as in L. 1. a. 1).

2. Extended Contract

Per Article IV, Section C. 3., if the District is unable to complete the Summary Evaluation Conference due to an extended illness or Board approved leave of absence by the teacher, the teacher's current limited contract shall be extended for an additional year. During the extended year, the teacher shall be evaluated as though he/she were in the final year of his/her limited contract. If the District elects to reemploy the teacher, that teacher shall be given a limited contract outlined in L. 1. a. 1) above as though the one-year extension had never taken place.

3. Continuing Contract

This statement of continuing contracts is made to inform the teaching staff of the procedure for awarding continuing contracts in the District.

a. If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, the teacher must submit a written request to the Superintendent by February 15 to be considered for a continuing contract. After consultation with the Superintendent, the request may be withdrawn by the teacher without penalty.

b. If a teacher becomes eligible for a continuing contract in a year other than the final year of a multi-year limited contract, the procedure outlined below will be followed.

1) The teacher must submit a written request to be considered for early contract change to the Superintendent by February 15. Such request must be accompanied by a valid professional certificate/license or verification provided by the State Department of Education.

2) The Board, at its next regular April Board meeting, shall consider, on individual merit, the teacher's request based upon the recommendation of the local Superintendent.

3) The granting of a continuing contract by the Board shall be considered replacement of the teacher's current limited contract.

4) If the Superintendent does not recommend the early contract change or the Board rejects or fails to take action on the request, such action shall be based on reason(s) that are given to the teacher. The teacher will proceed on the limited contract until it comes to an end, or reapplies for continuing contract under L. 3. b. 1) through 4).

The requirements for attaining a continuing contract is attached to this Agreement as Appendix A.

M. Non-Renewal of Contract

1. Non-renewal of a teacher's limited contract will be in keeping with Sections 3319.11 and 3319.111 of the Ohio Revised Code, except as the parties have knowingly negotiated in Article IV.

   Prior to a recommendation for non-renewal being made, a teacher must have received more than one (1) incidence or occurrence of the following, including recommendation for correction of the deficient behavior/performance:

   a. negative evaluation;
   b. documented verbal counseling/reprimand;
   c. written notice/reprimand; and/or
   d. written directive.

2. If it is the intent of the Superintendent to recommend non-renewal of a teacher's limited contract, the teacher shall meet in conference with the Superintendent. This meeting shall be held prior to the Superintendent making his/her official recommendation to the Board. If the teacher wishes to have a representative present, a second conference with the Superintendent will be scheduled before the Board meets to act on the recommendation.

3. Vacancies that occur during the school year will be filled on a temporary basis. Teachers hired for vacancies will automatically be non-renewed by the school board (unless the teacher chooses to resign) at the conclusion of that school year.

N. Termination of Contract

Termination of a teacher's contract shall be in keeping with ORC Section 3319.16.

O. Complaint Procedure

1. A complaint against a teacher will be handled in a manner so as to seek a remedy by discussion of an informal type between the parties. The building principal or Superintendent may attempt to resolve a complaint if either feels that is possible without involving the staff member. Neither the Board nor the administrators can be held responsible for the actions of the complainant. The teacher and administrator can mutually agree to deviate from the formal procedure. It is only when such informal meetings are not practical or fail to resolve the differences, that a more formal procedure will be used.

    a. First Level: The parent will be directed to meet with the teacher.

    b. Second Level: If the matter is not satisfactorily resolved at the first level, the complainant will be directed to meet with the building principal.

    c. Third Level: If the matter is not satisfactorily resolved at the second level, the principal will direct the complainant to submit a written request for a conference with the Superintendent who will provide a copy to the Board. The request should include:

        1) the specific nature of the complaint and a brief statement of the facts giving rise to it,

        2) the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely,

        3) the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

        Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the solution.

    d. Fourth Level: Should the matter still not be resolved, or if it is beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request in writing a hearing by the Board. The Board, after reviewing all materials relating to the case, may provide the complainant with its written decision or grant a hearing before the Board. The Board retains the right to select the procedures to conduct the hearing. The

Board, teacher, and complainant may elect one representative at this step.

2. This procedure does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the teacher.

P. Hiring Retired Teachers

1. Definition of Retiree – A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.

2. Where a bargaining unit vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the Superintendent. This may only occur after proper posting and bidding by the bargaining unit.

3. A retiree shall be paid in accordance with the negotiated salary schedule. Step ten shall be the maximum placement for any retiree. Retirees shall be placed between steps five and ten, inclusive, upon the recommendation of the Superintendent. On a case-by-case basis the Board, upon recommendation of the Superintendent, may place retirees at a higher level, not to exceed their actual experience.

4. A retiree shall receive a one-year limited teaching contract, which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of this Agreement regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

5. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.

6. A retiree shall accumulate and may use sick leave in accordance with this Agreement, but shall not be entitled to severance pay under this Agreement or under law upon conclusion of employment as a retiree.

7. A retiree shall not accumulate seniority in the bargaining unit for any purpose under this Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to this Agreement.

8. A retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This subsection supersedes ORC Section3313.53.

9. A retiree shall not be eligible for purchase of service credit.

10. A rehired retiree shall not be eligible for tuition reimbursement.

11. The preceding provisions shall cover all STRS retirees hired by the District.

Q. Part-time Teachers

Part-time teachers shall be entitled to all provisions of this Agreement with the following exceptions:

1. Health insurance, dental benefits, and college reimbursement shall be granted on a prorated basis; however, a teacher who is contracted to work less than 50% shall not be eligible for any such benefits.

3. Paid planning periods shall be scheduled on a prorated basis.

R. License Renewal

All members of the bargaining unit hired after June 1, 2014, shall maintain all teaching certificates/licenses they had at the time they were hired. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license.

S. Delta/Plus Information

In order to standardize the process of teacher feedback to the administration, once per year the administration will create and send a form to the staff that can be filled out anonymously and returned.

ARTICLE VI - SALARY AND FRINGE BENEFITS

A. Severance Pay Upon Retirement

Teachers of the District may elect, at the time of their retirement from active service and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth (1/4) of the value of their unused accumulated sick leave earned in public service in Ohio. Only those teachers whose effective date of retirement with the State Teachers Retirement System is no later than ninety (90) calendar days after the last paid day of service with the District shall be eligible to be paid for such unused accumulated sick leave in the State of Ohio not to exceed one-fourth (1/4) of the two hundred (200) days. Under no circumstances shall the maximum payment exceed fifty (50) days. Such payment shall be based on the teacher's rate of pay at retirement. Payment for sick leave on this basis shall eliminate all unused accumulated sick leave credit in the State of Ohio by the teacher at that time. Thus, if an employee has received severance pay from another political subdivision of the State of Ohio, the employee is not eligible for additional severance pay by the Board, unless the teacher has an additional ten years' service since severance payment. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teachers Retirement System, unless the teacher requests payment to be made at a later date. In the event of the death of a teacher, the executor of the estate may elect to have the estate paid for the value of the teacher's accrued, unused sick leave (maximum payment will not exceed 50 days) if the teacher had met the other requirements of this Section.

B. *Payroll Periods*

Teachers shall be paid in twenty-four (24) equal installments on the 5th and 20th of each month. If the 5th or 20th falls on a weekend or holiday, the pay will be made on the previous business day.

C. Tuition Waiver

Children of full-time, non-resident District teachers may attend District schools tuition free if the following stipulations can be met.

1. Child must be served within the confines of either the high school or elementary buildings with established programs.

2. Child must be enrolled the first day of school for each year. Child cannot enter or reenter during a school year.

3. Child's enrollment shall not exceed 80% of capacity limits of any special education class.

4. Child is not eligible for school transportation to and from home.

5. Athletic eligibility shall be determined by the OHSAA.

6. Employee must have custody of child for school purposes.

7. Child must live with employee.

7. Employee must make request for child to attend District school.

D. *Insurance*

1. Health Insurance

   a. Starting Jan 1, 2022, all employees will be enrolled in a High Deductible Medical-Hospitalization Plan.
   The board will contribute $4500 family, $1800 single to a Health Savings Account on the first pay date of each calendar year.

   The board will contribute $1500 family, $600 single for new employees to a health savings account on the first pay date in Sept of the contract year.

   For employees enrolled in the High Deductible plan prior to July 1, 2021, the board will contribute $1,125 family, $450 single on the first pay date in Oct 2021.

   b. A drug prescription card will be provided.

   c. Board share 85% employee share15% of premiums per month Effective July 1, 2021, the employee's share shall increase by the same amount of the district renewal increase, not to exceed 3% annually. (For historical purposes the employee share is based on 15% of FY21 premiums: $281.49 family, $111.31 Single)

2. Dental Insurance - The Board will pay sixty-five percent (65%) and the employee will pay thirty-five percent (35%) of the premium per month. The Board and the CTA agree that there will not be any premium increases unless the Dental Insurance Fund drops below $55,000.00.

3. Life Insurance - The Board will provide $25,000.00 in term life insurance. The employee may purchase additional life insurance: $10,000.00 minimum to $25,000.00 maximum.

4. The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be different than provided by the carrier(s) as of the effective date of this Agreement. Otherwise, if a change in carriers is requested by the Board or the CTA, a committee of four - two appointed by the Superintendent and two teachers appointed by the CTA President will meet to select coverage to recommend to the CTA and to the Board for approval.

5. A Section 125 Plan will be offered for tax sheltering the employee's share of the premiums for health, dental, and supplemental life insurance at no cost to the employee. The terms of the Section 125 Plan shall be determined by the Board. The Board shall be permitted to interpret and operate as the Board shall deem necessary for compliance with the requirements of IRS Code Section 125 and regulations and rulings thereunder. To the extent requirements for compliance with IRS Code Section 125, the Board may also restrict the timing of benefit elections under the health plan. Enrollment in this program will be on a voluntary basis. All employees shall be required to complete a form at the beginning of each school year to accept or reject participation in the Section 125 Plan, and indicate the dollar amount to be contributed for that year. An employee who chooses to participate must indicate the dollar amount to be sheltered for that year. Any money left in the account at the end of that year cannot be carried over to the next school year nor returned to the employee. Each employee shall hold full responsibility not to exceed the maximum allowed per year in total contributions in any and all tax shelters including State Teachers Retirement System, 403b plans, etc. Any penalty, interest, or tax incurred through excess contributions will be the responsibility of the employee. Plan will be provided as long as law allows such plan.

Supplemental FY2025 3%

	0	1	2	3	4	5	6	8	10
Group I	$4,733	$5,325	$5,917	$6,509	$7,100	$7,692	$8,284	$8,875	$9,467
Group II	$3,669	$4,083	$4,378	$4,733	$5,088	$5,443	$5,798	$6,154	$6,509
Group III	$2,840	$3,243	$3,550	$3,905	$4,260	$4,615	$4,970	$5,325	$5,680
Group IV	$2,604	$2,943	$3,195	$3,492	$3,787	$4,083	$4,378	$4,675	$4,970
Group V	$2,012	$2,223	$2,367	$2,545	$2,722	$2,900	$3,077	$3,255	$3,432
Group VI	$1,538	$1,681	$1,775	$1,893	$2,012	$2,131	$2,249	$2,367	$2,486
Group VII	$946	$1,080	$1,183	$1,301	$1,420	$1,538	$1,656	$1,775	$1,893

Supplemental FY2026 3%

	0	1	2	3	4	5	6	8	10
Group I	$4,875	$5,485	$6,095	$6,704	$7,314	$7,923	$8,532	$9,141	$9,751
Group II	$3,779	$4,205	$4,510	$4,875	$5,241	$5,606	$5,972	$6,339	$6,704
Group III	$2,926	$3,340	$3,657	$4,022	$4,388	$4,753	$5,119	$5,485	$5,850
Group IV	$2,682	$3,031	$3,291	$3,596	$3,900	$4,206	$4,510	$4,815	$5,119
Group V	$2,073	$2,289	$2,438	$2,622	$2,804	$2,987	$3,169	$3,353	$3,535
Group VI	$1,584	$1,731	$1,828	$1,950	$2,073	$2,195	$2,316	$2,438	$2,560
Group VII	$975	$1,113	$1,219	$1,340	$1,462	$1,584	$1,706	$1,828	$1,950

Supplemental FY2027 3%

	0	1	2	3	4	5	6	8	10
Group I	$5,022	$5,649	$6,278	$6,905	$7,533	$8,160	$8,788	$9,416	$10,043
Group II	$3,892	$4,332	$4,645	$5,022	$5,398	$5,775	$6,151	$6,529	$6,905
Group III	$3,013	$3,440	$3,766	$4,143	$4,520	$4,896	$5,273	$5,649	$6,026
Group IV	$2,762	$3,122	$3,390	$3,704	$4,017	$4,332	$4,645	$4,959	$5,273
Group V	$2,135	$2,358	$2,511	$2,700	$2,888	$3,077	$3,264	$3,453	$3,641
Group VI	$1,632	$1,783	$1,883	$2,008	$2,135	$2,260	$2,386	$2,511	$2,637
Group VII	$1,004	$1,146	$1,255	$1,381	$1,506	$1,632	$1,757	$1,883	$2,008

GROUP I
~~Athletic Director~~ (*Discontinued*)

GROUP II
Head Jr. Class Advisor
Head Wrestling Coach
Head Track Coach
Head Cheerleader Coach
Head Football Coach
Head Basketball Coach
Band Director*
Head Volleyball Coach

GROUP III
Head Softball Coach
Head Baseball Coach
Head Golf Coach
Head Cross Country Coach
Conditioning Coach

GROUP IV
Assistant Football Coach
Assistant Basketball Coach
Assistant Volleyball Coach
Assistant Wrestling Coach
Assistant Cheerleader Coach
Assistant Marching Band Director
Assistant Track Coach

GROUP V
Assistant Baseball Coach
Assistant Softball Coach
Assistant Golf Coach
Assistant Cross Country Coach
Jr. High Volleyball Coach
Jr. High Football Coach
Jr. High Basketball Coach
Jr. High Wrestling Coach
Jr. High Golf Coach
Fall Sports Event Coordinator
Winter Sports Event Coordinator
Drama Coach*
Choral Director*
Yearbook Advisor*
High School Student Council Advisor*
Journalism Advisor*
Robotics Advisor*

GROUP VI
Scenery Director
Musical Director
Quiz Bowl Advisor*
Flag Corps Advisor

GROUP VII
Art Club Advisor*
Assistant Jr. Class Advisor*
Elem. Student Council Advisor*
Middle School Student Council*
Spanish Club Advisor*
Assistant Drama Coach*
Ohio Scholars Association Advisor*

NOTE: The Board has the right to add, fill, or not fill positions as it deems appropriate. Assistant Coach salaries include all responsibilities assigned by the Head Coach.

(*) Indicates a yearlong supplementals; Bargaining unit members may elect to receive their pay with every pay period or select payment twice per year. The member must notify the treasurer's office no later than the first day of school each year. Once the member has notified the treasurer's office of their selection, they may not change their payment option until the following school year.

F. *Teacher Salary Index and Schedules*

SALARY INDEX 2025

		FY2025	3% Increase		
Step	37968	150	MA	MA15	MA30
0	$44,802	$46,511	$48,979	$50,421	
	1.18	1.225	1.29	1.328	
1	$44,802	$46,511	$48,979	$50,421	
	1.18	1.225	1.29	1.328	
2	$44,802	$46,511	$48,979	$50,421	
	1.18	1.225	1.29	1.328	
3	$44,802	$46,511	$48,979	$50,421	
	1.18	1.225	1.29	1.328	
4	$44,802	$46,511	$48,979	$50,421	
	1.18	1.225	1.29	1.328	
5	$46,511	$48,219	$50,801	$52,244	
	1.225	1.27	1.338	1.376	
6	$48,219	$49,928	$52,623	$54,066	
	1.27	1.315	1.386	1.424	
7	$49,928	$51,636	$54,446	$55,889	
	1.315	1.36	1.434	1.472	
8	$51,636	$53,345	$56,268	$57,711	
	1.36	1.405	1.482	1.52	
9	$53,345	$55,053	$58,091	$59,534	
	1.405	1.45	1.53	1.568	
10	$55,054	$56,762	$59,913	$61,356	
	1.45	1.495	1.578	1.616	
11	$56,762	$58,471	$61,736	$63,179	
	1.495	1.54	1.626	1.664	
12	$58,471	$60,179	$63,558	$65,001	
	1.54	1.585	1.674	1.712	
13	$60,179	$61,888	$65,381	$66,823	
	1.585	1.63	1.722	1.76	
14	$61,888	$63,596	$67,203	$68,646	
	1.63	1.675	1.77	1.808	
15	$63,596	$65,305	$69,026	$70,468	
	1.675	1.72	1.818	1.856	
16	$65,305	$67,013	$70,848	$72,291	
	1.72	1.765	1.866	1.904	
18	$67,014	$68,722	$72,670	$74,113	
	1.765	1.81	1.914	1.952	

20	$68,722	$70,430	$74,493	$75,936	$77,758
	1.81	1.855	1.962	2	2.048
23	$70,431	$72,139	$76,315	$77,758	$79,581
	1.855	1.9	2.01	2.048	2.096
25	$72,139	$73,848	$78,138	$79,581	$81,403
	1.9	1.945	2.058	2.096	2.144
27	$73,848	$75,556	$79,961	$81,403	$83,226
	1.945	1.99	2.106	2.144	2.192
30	$75,556	$77,265	$81,783	$83,226	$85,048
	1.99	2.035	2.154	2.192	2.24

SALARY INDEX 2026

		FY2026	3% Increase		
Step	**39107**	**150**	**MA**	**MA15**	**MA30**
0	$46,146	$47,906	$50,448	$51,934	
	1.18	1.225	1.29	1.328	
1	$46,146	$47,906	$50,448	$51,934	
	1.18	1.225	1.29	1.328	
2	$46,146	$47,906	$50,448	$51,934	
	1.18	1.225	1.29	1.328	
3	$46,146	$47,906	$50,448	$51,934	
	1.18	1.225	1.29	1.328	
4	$46,146	$47,906	$50,448	$51,934	
	1.18	1.225	1.29	1.328	
5	$47,906	$49,666	$52,325	$53,811	
	1.225	1.27	1.338	1.376	
6	$49,666	$51,426	$54,202	$55,688	
	1.27	1.315	1.386	1.424	
7	$51,426	$53,186	$56,079	$57,566	
	1.315	1.36	1.434	1.472	
8	$53,186	$54,945	$57,957	$59,443	
	1.36	1.405	1.482	1.52	
9	$54,945	$56,705	$59,834	$61,320	
	1.405	1.45	1.53	1.568	

10	$56,705	$58,465	$61,711	$63,197	
	1.45	1.495	1.578	1.616	
11	$58,465	$60,225	$63,588	$65,074	
	1.495	1.54	1.626	1.664	
12	$60,225	$61,985	$65,465	$66,951	
	1.54	1.585	1.674	1.712	
13	$61,985	$63,744	$67,342	$68,828	
	1.585	1.63	1.722	1.76	
14	$63,744	$65,504	$69,219	$70,706	
	1.63	1.675	1.77	1.808	
15	$65,504	$67,264	$71,097	$72,583	
	1.675	1.72	1.818	1.856	
16	$67,264	$69,024	$72,974	$74,460	
	1.72	1.765	1.866	1.904	
18	$69,024	$70,784	$74,851	$76,337	
	1.765	1.81	1.914	1.952	
20	$70,784	$72,544	$76,728	$78,214	$80,091
	1.81	1.855	1.962	2	2.048
23	$72,544	$74,303	$78,605	$80,091	$81,968
	1.855	1.9	2.01	2.048	2.096
25	$74,303	$76,063	$80,482	$81,968	$83,845
	1.9	1.945	2.058	2.096	2.144
27	$76,063	$77,823	$82,359	$83,845	$85,723
	1.945	1.99	2.106	2.144	2.192
30	$77,823	$79,583	$84,236	$85,723	$87,600
	1.99	2.035	2.154	2.192	2.24

SALARY INDEX 2027

		FY2027	3% Increase		
Step	40280	150	MA	MA15	MA30
0	$47,531	$49,343	$51,961	$53,492	
	1.18	1.225	1.29	1.328	
1	$47,531	$49,343	$51,961	$53,492	
	1.18	1.225	1.29	1.328	
2	$47,531	$49,343	$51,961	$53,492	
	1.18	1.225	1.29	1.328	

3	$47,531	$49,343	$51,961	$53,492	
	1.18	1.225	1.29	1.328	
4	$47,531	$49,343	$51,961	$53,492	
	1.18	1.225	1.29	1.328	
5	$49,343	$51,156	$53,895	$55,426	
	1.225	1.27	1.338	1.376	
6	$51,156	$52,968	$55,828	$57,359	
	1.27	1.315	1.386	1.424	
7	$52,968	$54,781	$57,762	$59,292	
	1.315	1.36	1.434	1.472	
8	$54,781	$56,594	$59,695	$61,226	
	1.36	1.405	1.482	1.52	
9	$56,594	$58,406	$61,629	$63,159	
	1.405	1.45	1.53	1.568	
10	$58,406	$60,219	$63,562	$65,093	
	1.45	1.495	1.578	1.616	
11	$60,219	$62,032	$65,496	$67,026	
	1.495	1.54	1.626	1.664	
12	$62,032	$63,844	$67,429	$68,960	
	1.54	1.585	1.674	1.712	
13	$63,844	$65,657	$69,363	$70,893	
	1.585	1.63	1.722	1.76	
14	$65,657	$67,469	$71,296	$72,827	
	1.63	1.675	1.77	1.808	
15	$67,469	$69,282	$73,229	$74,760	
	1.675	1.72	1.818	1.856	
16	$69,282	$71,095	$75,163	$76,694	
	1.72	1.765	1.866	1.904	
18	$71,095	$72,907	$77,096	$78,627	
	1.765	1.81	1.914	1.952	
20	$72,907	$74,720	$79,030	$80,560	$82,493
	1.81	1.855	1.962	2	2.048
23	$74,720	$76,532	$80,963	$82,494	$84,427
	1.855	1.9	2.01	2.048	2.096
25	$76,532	$78,345	$82,896	$84,427	$86,360
	1.9	1.945	2.058	2.096	2.144
27	$78,345	$80,157	$84,830	$86,360	$88,294
	1.945	1.99	2.106	2.144	2.192
30	$80,157	$81,970	$86,763	$88,294	$90,227
	1.99	2.035	2.154	2.192	2.24

150 semester hours plus a Bachelor's Degree are requirements for the second column. In the Master's + 15 column the teacher must have fifteen (15) additional graduate semester hours obtained after the Master's Degree. If graduate credit was completed for additional licensure endorsement before awarding of the Master's Degree, those credits may be used for MA + 15 as determined by the Board of Education.

G. STRS Pick-up (Tax-Shelter)

1. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each teacher's contribution in lieu of payment to such teacher. The amount contributed by the Board on behalf of the teacher shall be treated as a mandatory salary reduction from the contract salary, otherwise payable to such teacher.

2. The total annual salary for each teacher shall be the salary otherwise payable under each contract. The total annual salary shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary which is required by STRS to be paid by the Board to STRS on behalf of said teacher as a "pick-up" of the STRS teacher contribution otherwise payable by the employee. A teacher's cash salary shall be equal to said teacher's total annual salary less the amount of the "pick up" for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher.

3. The Board's total combined expenditures for the teacher's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the "pick up." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the "pick up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The "pick up" shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.

6. The "pick up" shall be a uniform percent for all certified/licensed employees, and it shall apply to all payroll payments, and shall not be at the individual teacher's option.

7. The current taxation or deferred taxation of the "pick up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick up" will be deferred. If the IRS or other governmental entity declares the "pick up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place originally shall be in effect.

H. College Credit Reimbursement

The Board will reimburse bargaining unit members for college credit work according to the provisions of this article:

1. Eligible teachers shall apply in writing on the appropriate form to the superintendent for approval of the course(s) desired no later than two weeks after beginning the course. Reimbursement for courses pertaining to the teacher's current assignment or approved Individual Professional Development Plan (IPDP) shall be approved. Other courses may be approved at the discretion of the superintendent or superintendent designee. It is the teacher's responsibility to apply for reimbursement during the appropriate fiscal year (July 1 – June 30) so that he or she will be able to comply with the timelines below. Courses which begin prior to June 30 and end prior to July 31 shall be deemed to fall within the most recent fiscal Year.

2. Transcripts and fee statements shall be submitted to the superintendent on or before September 15 following the fiscal year during which the reimbursement request was submitted. Failure to comply with the timelines shall mean that no reimbursement shall be made. The teacher must receive a grade of "B" or better or "Pass" in a Pass/Fail course in order to qualify for reimbursement.

3. An individual must be a licensed/certified teacher employed by the Board to be eligible to apply for reimbursement and must continue to be employed by the Board during the succeeding fiscal year to receive reimbursement unless the employee has been affected by a Reduction in Force under Article 8 of this Agreement.

4. The Board shall annually allocate $25,000 to reimburse bargaining unit members subject to the following conditions:

    a. Teachers shall be reimbursed in October following the fiscal year during which the course work was approved, if the teacher has completed the requirements in this provision of the Agreement;

    b. Reimbursement shall not exceed the teacher's documented cost;

    c. Reimbursement shall be based upon semester hours, with a quarter hour worth two-thirds of a semester hour.

    d. The amount paid for each semester hour will be determined by the following formula: $25,000 total approved hours for the previous fiscal

year for which documentation has been received according to the sections above.

I. *Continuing Education Units*

The administration shall endeavor to provide in-services that will meet Continuing Education Unit requirements when possible.

Tuition Reimbursement Form

Request for Reimbursement Pay for College Credit

This form must be submitted to the Superintendent for approval prior to course registration.

The Board of Education will provide a supplemental payment to eligible instructional staff for college credit course work taken. **A copy of the official course description must be attached for approval. If this course is related to your IPDP, please attach a copy of the Plan.**

Refer to Collective Bargaining Agreement (Article VI, Section H) for additional terms. A copy of the grade slip or transcript **and receipt for payment of tuition** must be provided for reimbursement to be made.

Teacher's Name _____

Current Position _____

Area(s) of Licensure _____

_____ College

_____ Date classes begin

_____ Course number

_____ Course name

_____ Number of hours

_____ Semester or Quarter hours?

_____ Graduate or Undergraduate hours?

I understand that I cannot receive both college credit and Professional Growth Credit.

_____ Teacher's Signature

_____ Date

_____ Authorization

_____ Date

ARTICLE VII - LEAVE PROVISIONS

A. Sick Leave and Use of Sick Leave

1. Each regular employed District teacher shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be charged against sick leave to be accumulated during his first four months of employment in the District.

   Teachers on part-time contracts shall continue to be awarded and charged sick leave commensurate with the fractional nature of his/her contract notwithstanding the formula on sick leave for part-time employees that appears in ORC Section 3319.141.

2. Sick leave shall be accumulated at the rate of one and a quarter (1 1/4) days per month for twelve months each year or a total of fifteen (15) days per year until 200 days have accumulated.

3. Sick leave accumulated while in the employment of any other public agency in the State of Ohio -- upon receipt by Treasurer -- shall be transferable to the District up to a total of 200 days. A teacher cannot be gainfully employed while on sick leave. Sick leave may be used to cover absence only for the following reasons and under the following stipulated conditions:

   a. Absence because of personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others.

   b. Absence because of illness or injury to one's immediate or close family.

   c. Absence because of death of a member of one's immediate or close family.

   d. Absence because of doctor or dental appointment for self or immediate family.

   e. Definition of immediate family: individuals living in the employee's own household.

   f. Definition of close family: employee's or spouse's parents, brother, sister, grandparents, grandchildren, children not living at home, or persons for whom one has legal responsibility.

   g. To avoid misunderstandings and problems concerning the use of sick leave the Superintendent and/or building administrator may:

1) Require written documentation to justify the use of sick leave for a teacher or immediate family when the time used extends beyond three (3) consecutive workdays or to justify the use of sick leave for close family members causing the teacher to miss more than three (3) consecutive workdays.

2) Require medical documentation to justify the use of sick leave when an intermittent pattern of sick leave use causes a question concerning the legitimate use of sick leave.

h. One day of bereavement leave can be used as sick leave if the employee's personal leave has been exhausted.

4. Sick Leave Advance

In the event an employee suffers a catastrophic illness or injury or catastrophic illness or injury in his/her immediate family, the Board will advance the employee up to twenty (20) days' sick leave with pay, if the employee has exhausted his/her sick leave accumulation. The twenty (20) day cap shall be the maximum available. The advance account may be utilized on multiple occasions provided the total amount advanced (outstanding balance) does not exceed the twenty (20) day maximum.

In the event the employee leaves the employ of the Board before paying back the advance, he/she shall pay the Board for the number of days remaining at the per diem rate of pay of the employee at the time employment is severed.

B. Personal Leave

1. Three (3) personal leave days shall be granted each year to teachers. Notice of intent to use personal leave must be submitted on the proper form. Except in the case of emergencies the form shall be submitted five (5) days in advance of the personal leave day. Any employee may be required to disclose the reason for the leave.

2. Personal leave shall be used for personal business which cannot be conducted at any other time, including:

- Legal transactions;
- Court summons;
- Internal Revenue Service review;
- Attendance at ceremony honoring self or family (such as graduations, distinguished awards, public recognitions);
- Religious holiday;
- Business at college or university;
- Death not covered by sick leave;
- Wedding;
- Travel restrictions (inability to travel beyond one's control);
- Emergency

3. Personal leave may not be used to seek other employment, to be employed outside the school district, for sick leave, or to extend school holidays or scheduled breaks.

4. At the end of each school year, up to one unused personal day may be carried over to the next school year, with a maximum of four (4) personal days at any given time. Any remaining personal leave remaining after the carry over shall be credited to their sick leave unless the member has accrued more than 200 days of sick leave, in which case the member shall be paid at the per diem rate.

C. Professional Leave

The Board shall reimburse any teacher for all reasonable costs that may be incurred by a teacher while on professional leave granted by the Board. Reasonable costs are defined as those costs requested by the teacher and approved by the Superintendent prior to the professional leave. Upon request by the administration, teachers shall submit written reports on their experiences at conferences and workshops to their principals within five (5) workdays. Athletic coaches' clinics will remain as stated in the athletic handbook.

D. Unpaid Leave

1. A teacher, upon written request, will be considered for an unpaid leave of absence.

2. Applications for leave shall state, in writing, the date the leave is to begin and the date the teacher will return to service, and the reasons for the request. The request should be made at least seventy-five (75) days in advance of the anticipated beginning date of the leave.

3. Sick leave and seniority shall not accrue during an unpaid leave of absence. Teachers on an unpaid leave of absence shall be allowed to continue (provided it is available from the carrier) in the Board provided insurance plans by paying 100% of the total premiums to the Treasurer on or before the first of each month.

4. At the expiration of the Board approved unpaid leave, the teacher shall be granted the position held prior to the leave, provided the return date is during the same school year the leave began. If the return date is not during the same school year, the teacher shall be placed in a position for which the teacher holds valid certification/licensure.

E. Short Term Unpaid Leaves of Absence

1. Teachers may be granted an unpaid leave of absence for a period not to exceed five (5) working days during a school year.

2. Teachers granted said leave shall be docked at their per diem rate for each day of approved leave and said docking shall be reflected in the next regular pay period following return from said leave.

3. Teachers shall normally apply for said leave as soon as possible but no less than two (2) weeks prior to the planned commencement of the leave. Exceptions to this limit may be granted by the Superintendent based upon individual unique considerations.

4. The Superintendent shall respond to any request for said leave as soon as possible.

PERSONAL LEAVE FORM

Employee _____ Building _____

Date Submitted _____

I hereby notify the Superintendent of my request to use personal leave on the following date(s)

_____.

Per Article VII, Section B, of the collective bargaining agreement, personal leave shall be used for conducting personal business which cannot be conducted at any other time, including the following:

- Legal transactions;
- Court summons;
- Internal Revenue Service review;
- Attendance at ceremony honoring self or family (such as graduations, distinguished awards, public recognitions);
- Religious holiday;
- Business at college or university;
- Death not covered by sick leave;
- Wedding;
- Travel restrictions (inability to travel beyond one's control); or
- Emergency.

The first three (3) bargaining unit members who apply for personal leave for a given day, in order of receipt by the building secretary, shall be granted. Additional employees may be granted leave at the discretion of the Superintendent in the case of emergency or other unforeseen circumstances. Such employees may be required to disclose the reason for the leave.

I understand that personal leave is not to be used to seek other employment, to be employed outside the school district, for sick leave, or to extend school holidays or scheduled breaks.

_____ _____

Employee's Signature Date

_____ _____

Building Principal's Signature Date

Approved _____ Disapproved _____ Date _____

Superintendent's Signature _____

ARTICLE VIII - REDUCTION IN FORCE

A. A reduction in staff may occur under ORC Section 3319.17 or for financial reasons.

B. If the Board determines it necessary to reduce the number of teachers under RIF, the following procedures shall apply:

1. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:

a. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority.

b. Seniority will be defined as the length of continuous service as a teacher under limited or continuing contract in this District.

1) Board approved leaves of absence will not interrupt seniority, but time spent on such leave (except for FMLA leave) shall not count toward seniority.

2) If two or more teachers have the same length of continuous service, seniority will be determined by:

a) the date of the Board meeting at which the teacher was hired, and then by;

b) the date the teacher signed his initial employment contract in the District, and then by;

c) the date on which the teacher submitted a completed job application;

d) any remaining ties will be broken by a flip of a coin.

c. Recommended reductions in a teaching field will first be made by attrition and then by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher who is so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure, if the

affected teacher has significant teaching experience in that area and/or has taken recent course work in that field.

2. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the following rights:

   a. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed, or will become certificated/licensed by the starting date for the vacancy.

   b. If a vacancy occurs, the Board will send a certified announcement to the first known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in person or by certified letter to the District office within seven calendar days upon receipt of the announcement. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.

   c. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he enjoyed at the time of the layoff.

   d. A vacancy is when a position is open in which no person currently holds a contract. When the administration is notified that a teacher will be out for fifteen (15) or more consecutive days and a person on the RIF list holds the appropriate certification and is on the county substitute list when the position came open, that person will be notified of the opening and given the right to accept this long-term sub position at sub pay. The time remaining on their recall does not reset based on acceptance of the position. The teacher taking such leave will notify the CTA President.

3. The parties agree that these procedures apply only to the suspension of contracts. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

ARTICLE IX - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The Local Professional Development Committee (LPDC) shall be comprised of five members. Three members will be teachers chosen by the CTA and the other two will be appointed by the Superintendent. The Superintendent's appointees will include a building principal, himself/herself, and/or one other licensed/certificated educator.

B. The initial Committee shall serve for two years and be responsible for establishing bylaws, guidelines, and procedures for the successful implementation of the District Professional Development Committee. Thereafter, a rotation of the teacher members and the administrators shall begin as determined by LPDC Bylaws.

C. The LPDC shall be funded at $4,000.00 per school year for stipends. The individual amounts of the stipend shall be determined by the LPDC.

D. Each Committee member shall be granted up to three days' release time per year for appropriate LPDC training.

E. The Association, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC teacher members.

F. The Superintendent shall determine the recall and replacement of the Superintendent's appointees.

ARTICLE X - IMPLEMENTATION AND DURATION

A. This Agreement shall be effective as of July 1, 2021, and shall continue in full force and effect through June 30, 2024. Notice for negotiations of the successor Agreement shall be pursuant to Article I - Recognition Agreement.

B. This Agreement contains the full and complete agreement between the Board and the Association and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered in this Agreement or not, except as otherwise noted.

C. Provisions of this Agreement shall supersede and take precedence over previous related Board policy or procedure. All prior negotiated agreements between the parties not contained in this Agreement are null and void.

D. As required by RC 3302.10 (P), the parties incorporate into this agreement the provisions of RC 3301.10 regarding academic distress commissions. RC 3302.10 will have no effect on any provision of this agreement unless the District would meet the requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this agreement intact.

E. There shall be no work slow downs or work stoppages during the life of this Agreement.

Kris Wilds 7-30-24
Board President/Date

7/29/24
CTA President/Date

Appendix A – Continuing Contract Requirements

REQUIREMENTS FOR ATTAINING A CONTINUING CONTRACT

The following is a summary of the requirements found in the Ohio Revised Code Section 3319.11. The union's collective bargaining agreement may impose additional requirements. This is not legal advice.

For teachers initially LICENSED PRIOR TO JANUARY 1, 2011, to be eligible for a continuing contract, a teacher must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which a teacher receives consideration for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the school district for at least three (3) of the last five (5) school years.

If the teacher has previously attained continuing contract status in another Ohio public school district, the teacher must have served at least two (2) years in the current school district.

For this purpose, a "year" means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential Requirement

1. Hold a valid professional, permanent, or life teacher's certificate issued by the Ohio Department of Education; or

2. Hold a valid professional (5-year) educator license or a senior or lead professional license issued by the Ohio Department of Education.

C. Coursework Requirement

1. If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

2. If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

   a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate/educator license, thirty (30)

semester hours of relevant coursework must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules;

b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate/educator license, six (6) semester hours of relevant graduate coursework field must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules.

For teachers initially LICENSED AFTER JANUARY 1, 2011, to be eligible for a continuing contract, a teacher must satisfy both the following service and professional credential/coursework requirements:

A. Service Requirement

By the end of the school year in which a teacher receives consideration for reemployment under a continuing contract, the teacher (if continuing contract status has not previously been attained in a different Ohio public school district) must have taught in the school district for at least three (3) of the last five (5) school years.

If the teacher has previously attained continuing contract status in another Ohio public school district, the teacher must have served at least two (2) years in the current school district.

For this purpose, a "year" means actual regular (not including substitute) teaching service of not less than 120 days within a particular school year.

B. Credential Requirement

1. Hold a valid professional, permanent, or life teacher's certificate issued by the Ohio Department of Education; or

2. Hold a valid professional (5-year) educator license or a senior or lead professional license issued by the Ohio Department of Education.

3. *Have held an educator license, excluding a substitute license, for a period of seven (7) years.*

C. Coursework Requirement

1. If a teacher holds a professional, permanent or life certificate, no additional coursework is required for continuing contract eligibility.

2. If a teacher holds a professional license, then he/she must also have completed additional coursework in order to be eligible. The amount of coursework varies according to the initial degree held as follows:

   a. If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate/educator license, thirty (30) semester hours of relevant coursework must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules;

   b. If the teacher held a master's degree at the time of initially receiving a teacher's certificate/educator license, six (6) semester hours of relevant graduate coursework field must have been taken since the initial issuance of such certificate or license, as specified in State Board of Education rules.

R.C. 5705.412 CERTIFICATION OF ADEQUATE REVENUE FOR CONTRACT

The Centerburg Local School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time the Board of Education approved the attached Agreement, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendar for the term of the Agreement between the Board and the Centerburg Teachers' Association, effective from July 1, 2024 through June 30, 2027.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

July 8, 2024