10/22/2024
1208-01
24-MED-05-0626
44824

NEGOTIATED AGREEMENT

between

THE INDIAN CREEK LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and

THE INDIAN CREEK
EDUCATION ASSOCIATION

Effective July 1, 2024 through June 30, 2027

TABLE OF CONTENTS

Article		Page
I	**Recognition**	1
II	**Negotiations**	1-2
	A. Negotiation Procedure	1
	B. Mediation	2
	C. Agreement	2
	D. Printing	2
III	**Grievance Procedure**	2-5
	A. Definitions	2-3
	B. Grievance Procedure	3
	C. Steps	3-5
	Grievance Form	77
	Grievance Receipt Form	78
	Grievance Disposition Form	79
IV	**Compensation**	5-28
	A. Salary Schedule Provisions	5-6
	B. Severance Pay	6-7
	C. Tuition Reimbursement	7-8
	D. Mileage	8
	E. Substitute Pay	8
	F. Salary	8-11
	Salary Schedule 2024-2025	9
	Salary Schedule 2025-2026	10
	Salary Schedule 2026-2027	11
	G. Compensation – Supplemental Pay Extra-Duty Salary as Printed	12-25
	Supplemental Salary Schedule 2024-2025	13-16
	Supplemental Salary Schedule 2025-2026	17-20
	Supplemental Salary Schedule 2026-2027	21-24
	H. Supplemental Salary Committee	25
	I. STRS Pick-up	25-26
	J. Mentors	26
	K. Online Teaching	27-28
	L. Work Performed Outside the Normal School Day	28
	M. Fingerprinting Costs	28
	N. Activity Pass	28
V	**Insurance Provisions**	29-30
	A. Comprehensive Major Medical Plan	29
	B. Life	29
	C. Dental	29
	D. Prescription	29

Article **Page**

E. Vision 29
F. Benefit Plan Booklets 29
G. Insurance Committee 30
H. Stipend 30
I. Section 125 Plan 30

VI **Leave Provisions** 30-42
A. Sick Leave 30
6. Sick Leave Donation Program 31-34
B. Personal Leave 34-35
C. Personal Illness Leave 35
D. Maternity Leave 35-36
E. Assault Leave 36
F. Family and Medical Leave 37-40
G. Court Leave 40-41
1. Jury Duty 40-41
2. Witness in Civil or Criminal Proceedings 41
3. Other 41
H. Association Leave 41
I. Leave of Absence for Professional Improvement or Other Purposes 41-42

VII **Contracts** 42-44

VIII **Evaluation of Classroom Teaching Performance** 44-49
Definition of "Teacher" 44
Assigning an Effectiveness Rating 44-45
Calculating Teacher Performance 45
High Quality Student Data 45-46
Evaluation Timeline 46-47
Credentialed Evaluators 47
Professional Growth and Improvement Plans 47-48
Testing for Teachers in Core Subject Areas 49
Retention and Promotion Decisions 49
Removal of Poorly-Performing Teachers 49
Professional Development 49
State Law Change 49

IX **Labor-Management Committee** 49-50

X **Termination, Discipline and Suspension** 50-51

XI **Right to Review Personnel File** 51

Article		Page
XII	**Bargaining Unit Member Protection**	51-52
XIII	**Curriculum Improvement Council**	53
XIV	**Budgetary Allowance**	53
XV	**Vacancies-Involuntary Transfers-Voluntary Transfers-Transfers**	53-56
	A. Vacancies	53-54
	B. Involuntary Transfers	54-55
	C. Voluntary Transfers	55
	D. Transfers	55
	E. Notification of Assignments	55-56
XVI	**Reduction-In-Force Policy**	56-58
	E. Seniority	56-57
XVII	**Conference and Planning Period Provisions**	59
XVIII	**Duty Free Lunch**	59
XIX	**Staff Attire**	59
XX	**Exclusive Association Rights**	59-62
	A. Rights	59-60
	B. Payroll Deductions	60-61
	C. Released Time for Association Work	61-62
XXI	**School Year**	62
XXII	**Professional Development Committee**	62-63
XXIII	**School Calendar**	63
XXIV	**School Day**	63-64
XXV	**School Closings**	64
XXVI	**Remote Learning**	65
XXVII	**Comprehensive Agreement**	66
XXVIII	**Maintenance of Standards**	66

Article **Page**

XXIX **Equal Rights Clause**....66

XXX **District Consolidation/Dissolution and Community Schools**....67

XXXI **Bargaining Unit Work**....67

XXXII **Local Professional Development Committee/Master Teacher Program**.. 67-72
A. Local Professional Development Committee 67-70
B. Master Teacher Program.... 70-72

XXXIII **Credit Flexibility** 72

XXXIV **Employment of Retired Teachers**.... 73-74

XXXV **Duration/Living Contract** 74

XXXVI **Signatures** 75

Appendices Listing....76
Grievance Form 77
Grievance Receipt Form 78
Grievance Disposition....79
Consensus Statement on Disciplinary Procedures....80
Request for Sick Leave Donation Program 81
Authorization of Donation to Sick Leave Donation Program 82
Teacher Intent and Transfer Request Form 83

ARTICLE I – RECOGNITION

The Indian Creek Board of Education, hereinafter "EMPLOYER" or "BOARD", hereby recognizes the Indian Creek Education Association OEA/NEA-local, hereinafter the "ASSOCIATION" or "UNION", as sole and exclusive bargaining representative for the bargaining unit which includes all full-time and regular part-time personnel under written contract, or on leave from the District, including, but not limited to, classroom teachers certified or licensed by the State of Ohio (PK-12, special and vocational), guidance counselors, librarians, school nurses, and substitutes having more than sixty (60) days continuous service in the same bargaining unit position. The Union recognizes that the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, and non-certificated personnel shall be excluded from the bargaining unit. The Employer recognizes that Union representation will include any newly created positions requiring a teaching certificate, other than those listed above, unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

Full-time shall be defined as any bargaining unit member who is employed for six (6) or more periods, inclusive of a lunch and a conference period at the secondary level, or has a full-day elementary schedule for a minimum of 120 days or more in a work year.

Part-time shall be defined as any bargaining unit member who is employed for less than six (6) periods as defined above or has less than a full-day elementary schedule for less than a minimum of 120 days in a work year.

ARTICLE II – NEGOTIATIONS

A. NEGOTIATION PROCEDURE

Negotiations between the parties on the successor agreement may begin within ninety (90) calendar days prior to the expiration of the contract term. (If the Board and the bargaining unit mutually agree, negotiations may begin at an earlier date.) Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party. Within twenty (20) calendar days of transmittal of said submission letter, the parties shall hold their first negotiations session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

Before each negotiation session adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators. Negotiation sessions shall, whenever possible, be scheduled so as not to interfere with the regular school day.

If after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Services (F.M.C.S.) to assist in negotiations. If either party calls for Federal Mediation and Conciliation Service involvement, the other party shall join in a joint request.

B. MEDIATION

In the event that all attempts to reach agreement through Federal Mediation have failed and the parties are unable to reach agreement within ten (10) calendar days of the expiration of the existing agreement or any extension thereof, then the Association shall have the right to proceed in accordance with Chapter 4117 of the Ohio Revised Code and give notice of its intent to strike.

C. AGREEMENT

When a final tentative agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. The Board shall vote on the contract within seven (7) calendar days following ratification by the Association, except where a strike deadline exists, then the Board shall vote on the contract prior to the strike deadline. Upon adoption by both parties, the contract shall be signed by the appropriate representatives.

D. PRINTING

1. The Board and Association will publish the negotiated agreement and each will bear one-half (1/2) of all costs incurred therein.

2. The Association reserves the right to proofread the negotiated copy before printing, to approve the printer/cost, and to approve the printed copy before distribution.

3. Each Board member, administrator, and member of the bargaining unit will receive one (1) copy of the negotiated agreement. An additional fifteen (15) copies will be provided to both the Board and the Association.

4. The Board will provide a copy of the negotiated agreement to any bargaining unit member hired after the distribution of said negotiated agreement.

5. The Association will receive the copies of the negotiated agreement no more than forty-five (45) days from the date of ratification by both the Board and the Association.

ARTICLE III – GRIEVANCE PROCEDURE

A. DEFINITIONS
(Association, Board, Administration have been previously defined.)

1. Days shall mean actual calendar days.

2. Grievant shall mean bargaining unit member(s) or the bargaining agent with permission of the teacher, except on matters of association rights.

3. Grievance shall mean a claim by a member of the bargaining unit that a section or sections of the current agreement has been violated, misapplied, or misinterpreted by the Board or its administrators.

4. Immediate Supervisor shall mean that administrator having immediate and direct supervision of the grievant.

5. Form shall mean the official grievance form, obtainable from any Association building representative or building principal.

6. Time Limits shall mean the number of days for each process shall be maximum.

7. A.A.A. shall mean the American Arbitration Association.

B. GRIEVANCE PROCEDURE

1. The procedure is to secure a decision at the lowest level by the Administrator having the authority to resolve it. A grievant shall file a grievance within twenty-five (25) days of the alleged violation or the grievance shall be considered waived.

2. All time limits set forth in the procedure shall be strictly adhered to by the grievant or the grievance shall be considered settled and further appeal denied.

3. All time limits shall be adhered to by the Administrator as set forth in the procedure or the grievance shall move to the next step.

4. All notices, hearings, dispositions of grievances, written grievances and appeals shall be in writing and either hand-delivered or mailed by certified mail. A receipt of acceptance shall be required in either case.

5. Hearings shall be conducted at a time and place that will afford a fair and reasonable opportunity for all persons to attend.

C. STEPS

1. Step One

a. Initial Communication (Informal Process) – A bargaining unit member or members, or Association representative on their behalf with a concern should first informally discuss it with his/her/their immediate supervisor. If no satisfactory solution is reached, the grievant may initiate the formal procedure. The supervisor will retain a copy of the documented communication on a grievance form, send a copy to the Superintendent, the Association President, and grievant.

b. Written Grievance (Formal Process) - The grievant shall file a written grievance on the proper form with the supervisor who has authority to

resolve the grievance. Within seven (7) days of receipt of the form, the supervisor shall meet with the grievant. Within five (5) days of such meeting, the supervisor shall write a disposition of the case on the proper form. The Supervisor will retain one copy, send one copy to the Superintendent, send two copies to the bargaining unit president, and send one copy to the grievant.

2. Step Two - If the grievant is not satisfied with the disposition at Step One, he or she will proceed to the next level by filing the proper form with the Superintendent through the bargaining unit within ten (10) days of receiving the disposition of Step One.

   Within seven (7) days of receipt of the form, the Superintendent shall meet with the grievant. Within five (5) days of such meeting, the Superintendent shall write a disposition of the case on the proper form. The Superintendent will retain one copy, send two copies to the bargaining unit president, and send one copy to the grievant (in such cases where the grievant and the bargaining unit are not one and the same).

3. If the grievant does not agree with the disposition of the case by the Superintendent, he or she may appeal, within ten (10) days of receipt of the disposition, for a hearing before an arbitrator. The written request shall be sent to the Superintendent. Within seven (7) days of receipt of such request the Board and the Association shall mutually petition the A.A.A. to provide an arbitrator for the hearing. The arbitrator will be selected from a list provided by A.A.A. using the alternative strike method. Within ten (10) days of receipt of the A.A.A. list, the Board and the Association shall mutually select an arbitrator or petition for a second A.A.A. list, should the first list prove unsatisfactory to either party. Should the Board and the Association need to petition for a second list, an arbitrator will be mutually selected within ten (10) days of receipt of the second list.

4. Once the arbitrator has been selected, he or she shall conduct a hearing, within twenty (20) days if possible, in accordance with the rules and regulations of the A.A.A. The arbitrator shall render a decision in writing within thirty (30) days of the hearing date. The decision of the arbitrator shall be sent to the President of the Board, to the grievant, to the President of the Association and to the Superintendent.

5. The decision of the arbitrator shall be binding on the grievant, the Association, and the Board.

6. The cost of the arbitrator and arbitration hearing expenses shall be borne equally by the parties. Each party shall be responsible for the cost of their own representatives, witnesses, and transcripts. The cost of any late hearing cancellation shall be borne totally by the party canceling the hearing.

7. The arbitrator shall confine his or herself to the precise issue(s) submitted for arbitration. He or she shall have no authority to add to, subtract from, modify, change, or alter any of the provisions of the agreement. Nor may he or she add to, subtract from, or modify any language therein in arriving at a decision. He or she shall have no authority to determine any other issues that were not submitted for arbitration.

8. Nothing in this procedure shall be construed as limiting the individual right of a teacher to discuss any complaint or problem informally with the Administration through the normal channels of communications.

9. The Association shall receive written notice of any meeting held to resolve a grievance, shall have the right to representation at the meeting, and shall be given a written report of the disposition of the grievance.

10. No grievance shall be advanced to arbitration without the authorization of the Association and the assumption of the arbitration costs.

11. Total court costs including legal fees incurred by both parties shall be the sole responsibility of the grievant if the grievant initiates litigation prior to the completion of all the steps provided for in this grievance procedure.

ARTICLE IV – COMPENSATION

A. SALARY SCHEDULE PROVISIONS

1. Increments are based on experience and training.

2. Semester hour is the evaluative training unit.

3. Each certified employee shall be placed on the salary schedule according to provisions of ORC 3317.13. Notwithstanding ORC 3317.13, members of the bargaining unit shall be placed on the appropriate longevity step based solely upon their seniority as defined in Article XVI E.1. All beginning Bargaining Unit Members shall be placed at Step Two of the salary schedule and will remain at that step until experience in the District is commensurate with the step placement.

4. Nurses will be placed on a step based on their verified nursing experience up to Step 10. Nurses hired prior to September 1, 2024 will be placed on their appropriate step based on verified nursing experience. This provision will be in effect beginning with the 2024-2025 school year.

5. Salary shall be paid in twenty-four (24) equal installments on the fifth and twentieth of the month, beginning with the September 20th pay. In situations where the payday occurs on a non-working day, the bargaining unit member will be paid on the last day in session immediately preceding the scheduled payday. On paydays occurring during the school year, pays will be delivered to the

respective school buildings. On paydays occurring during the summer recess, pays will be mailed directly to each bargaining unit member via the postal service.

6. Credit on the salary schedule for additional training will be recognized twice during the school year.

- Evidence produced prior to October 1- Salary effective for year
- Evidence produced prior to February 1 - Salary effective 2nd semester

Evidence for the purpose of meeting the deadline can be a grade sheet or a statement from the university (for a new B.A. or M.A. Level, a statement must be submitted, since the grade sheet would not indicate completion of requirements). Prior to submitting this final grade sheet or statement, the teacher must have all credits up-to-date in the office with the exception of those last hours that qualify the teacher for an increase. The teacher will be permitted two months from the effective date of the new salary to present official transcripts as permanent, official evidence of eligibility. If the transcripts are not submitted within this length of time, the salary will revert to the original amount until the transcripts are submitted. The salary will then be readjusted according to the time schedule as shown in Item 5.

B. SEVERANCE PAY

Upon retirement, members of the bargaining unit shall be paid severance pay on the following basis.

1. Member is accepted by the State Teachers' Retirement System.

2. The Board shall pay thirty-five percent (35%) of all accumulated sick leave with a maximum credit of fifty (50) days for those members of the bargaining unit who choose to retire during this contract.

3. A day's pay shall be based on an individual's per diem as calculated by his or her placement on the appropriate step of the teachers' salary schedule in his or her last year of employment.

4. Severance pay shall be paid once to an individual.

5. During the last year of his/her employment with the District, a bargaining unit member shall have the option of being paid his/her accrued earnings as normal salary during the months of June through August; or during the last year of his/her employment with the District, a bargaining unit member shall have the option of adding his/her accrued earnings, which are normally paid during June through August, to the total amount of severance pay.

6. A bargaining unit member shall be permitted to have the payment of his/her accrued earnings and the total amount of severance pay, as set forth in number four (4) above, payroll deducted into any of the following:

a. Tax sheltered annuity plan (tax deferred)
b. Employee credit union (not tax sheltered)
c. Government Savings Bonds (not tax sheltered)

7. Within thirty (30) days prior to the date of retirement, an employee shall inform the Treasurer's Office as to how he/she shall receive such payments as set forth in numbers five (5) and six (6) above.

C. TUITION REIMBURSEMENT

The Board shall reimburse for complete course work for credit under the following conditions and limitations.

1. All course work must have prior approval by the Superintendent. Only courses related to license renewal, administration, or the bargaining unit member's area of teaching are eligible for reimbursement.

2. All course work must be taken from an accredited, four-year college or university.

3. All course work that is taken by members of the bargaining unit after their first full school calendar year of employment in the District will be eligible for reimbursement.

4. Only course work beyond a Bachelor's Degree will qualify for tuition reimbursement.

5. Following the receipt of tuition reimbursement, bargaining unit members must remain in the District for three years. Bargaining unit members who resign, excluding resignation for purposes of retirement, within three (3) years of receiving tuition reimbursement will be subject to tuition claw-back as follows:

   a. A bargaining unit member leaving the District within one (1) year or less will repay the District 100% of the reimbursement they received.

   b. A bargaining unit member leaving the District within two (2) years or less will repay the District 66% of the reimbursement they received.

   c. A bargaining unit member leaving the District within three (3) years or less will repay the District 33% of the reimbursement they received.

6. A total of $31,000.00 each school year will be set aside for tuition reimbursement, which will be divided into three (3) equal amounts of $10,333.33. Bargaining unit members will receive reimbursement for courses completed based upon the following:

Course Completed Between:	All Paperwork Submitted By:	Payment By:
May – September	September 15	October 15
August – December	January 15	February 15
January – May	June 15	July 15

The amount available during any period will be divided pro rata among those bargaining unit members who have timely submitted their paperwork, and any amount remaining will be carried over to the following period. To be eligible to receive tuition reimbursement, a bargaining unit member must submit his/her paperwork by either the first or second deadline following completion of the course.

D. MILEAGE

The Board shall pay mileage at the current IRS allowable rate for authorized automobile expenses.

E. SUBSTITUTE PAY

Any substitute who serves in the same assignment for fifty-nine (59) continuous days, on the sixtieth (60^{th}) day in that assignment, may be placed up to BA/Step 2 of the current contractual salary schedule. Eligibility for all other benefits will occur the first day of the following month after the sixtieth (60^{th}) day assignment occurs.

F. SALARY

3% salary increase on the base effective September 1, 2024.
3% salary increase on the base effective September 1, 2025.
3% salary increase on the base effective September 1, 2026.

Placement on the longevity step is based solely upon continuous service in the bargaining unit as defined in ARTICLE XVII E1. Step 15 is equal to the previous step plus $1,500. Step 20 is equal to the previous step plus $500. Step 25 is equal to Step 20 plus $1,000. Step 30 is equal to Step 25 plus $1,500.

A signing bonus of five hundred dollars ($500.00) will be paid no later than December 20, 2021. This bonus is for the purpose of retaining quality teachers, for hazard pay, and for supplement duties related to COVID-19.

Upon receipt of any bonus in connection with the signing of an oil and gas lease, seven and one-half percent (7.5%) of such revenue will be set aside and divided equally among all bargaining unit members. Any bonus shall be added to a payroll check.

INDIAN CREEK SCHOOL DISTRICT
ICEA SALARY SCHEDULE
2024-2025 (3% RAISE)

Steps	Licensure - No Degree	B.A.	150 Hours	Masters	54 Graduate Hours Including M.A.
0	$31,183.25 .8650	$36,050.00 1.0000	$37,419.90 1.0380	$39,474.75 1.0950	$41,205.15 1.1430
1	$32,445.00 .90000	$37,419.90 1.0380	$38,970.05 1.0810	$41,205.15 1.1430	$42,935.55 1.1910
2	$33,901.42 .9404	$38,789.80 1.0760	$40,520.20 1.1240	$42,935.55 1.1910	$44,665.95 1.2390
3	$35,599.38 .9875	$40,159.70 1.1140	$42,070.35 1.1670	$44,665.95 1.2390	$46,396.35 1.2870
4	$37,380.25 1.0369	$41,529.60 1.1520	$43,620.50 1.2100	$46,396.35 1.2870	$48,126.75 1.3350
5	$39,244.03 1.0886	$42,899.50 1.1900	$45,170.65 1.2530	$48,126.75 1.3350	$49,857.15 1.3830
6	$41,208.76 1.1431	$44,298.24 1.2288	$46,720.80 1.2960	$49,857.15 1.3830	$51,587.55 1.4310
7	$43,267.21 1.2002	$46,461.24 1.2888	$48,728.79 1.3517	$51,587.55 1.4310	$53,620.77 1.4874
8	$45,430.21 1.2602	$48,728.79 1.3517	$51,115.30 1.4179	$53,620.77 1.4874	$56,248.82 1.5603
9	$47,701.36 1.3232	$51,115.30 1.4179	$53,620.77 1.4874	$56,248.82 1.5603	$59,013.85 1.6370
10	$50,087.87 1.3894	$53,620.77 1.4874	$56,248.82 1.5603	$59,013.85 1.6370	$61,908.67 1.7173
11	----------	----------	$59,013.85 1.6370	$61,908.67 1.7173	$64,954.89 1.8018
12	----------	----------	$59,213.85	$62,108.67	$65,154.89
13	----------	----------	$59,513.85	$62,408.67	$65,454.89
14	----------	----------	$60,013.85	$62,908.67	$65,954.89
	Longevity Step	**Longevity Step**	**Longevity Step**	**Longevity Step**	**Longevity Step**
15	$51,587.87	$55,120.77	$61,513.85	$64,408.67	$67,454.89
20	$53,087.87	$56,620.77	$63,013.85	$65,908.67	$68,954.89
25	$54,587.87	$58,120.77	$64,513.85	$67,408.67	$70,454.89
30	$56,087.87	$59,620.77	$66,013.85	$68,908.67	$71,954.89

Placement on longevity step is based solely upon continuous service in the bargaining unit as defined in Article XVII E1. Step 15 is equal to the previous step plus $1,500. Step 20 is equal to Step 15 **plus $1,500**. Step 25 is equal to Step 20 plus **$1,500**. Step 30 is equal to Step 25 plus $1,500.

INDIAN CREEK SCHOOL DISTRICT
ICEA SALARY SCHEDULE
2025-2026 (3% RAISE)

Steps	Licensure - No Degree	B.A.	150 Hours	Masters	54 Graduate Hours Including M.A.
0	$32,118.75 .8650	$37,131.50 1.0000	$38,542.50 1.0380	$40,658.99 1.0950	$42,441.30 1.1430
1	$33,418.35 .90000	$38,542.50 1.0380	$40,139.15 1.0810	$42,441.30 1.1430	$44,223.62 1.1910
2	$34,918.46 .9404	$39,953.49 1.0760	$41,735.81 1.1240	$44,223.62 1.1910	$46,005.93 1.2390
3	$36,667.36 .9875	$41,364.49 1.1140	$43,332.46 1.1670	$46,005.93 1.2390	$47,788.24 1.2870
4	$38,501.65 1.0369	$42,775.49 1.1520	$44,929.12 1.2100	$47,788.24 1.2870	$49,570.55 1.3350
5	$40,421.35 1.0886	$44,186.49 1.1900	$46,525.77 1.2530	$49,570.55 1.3350	$51,352.86 1.3830
6	$42,445.02 1.1431	$45,627.19 1.2288	$48,122.42 1.2960	$51,352.86 1.3830	$53,135.18 1.4310
7	$44,565.23 1.2002	$47,855.08 1.2888	$50,190.65 1.3517	$53,135.18 1.4310	$55,229.39 1.4874
8	$46,793.12 1.2602	$50,190.65 1.3517	$52,648.75 1.4179	$55,229.39 1.4874	$57,936.28 1.5603
9	$49,132.40 1.3232	$52,648.75 1.4179	$55,229.39 1.4874	$57,936.28 1.5603	$60,784.27 1.6370
10	$51,590.51 1.3894	$55,229.39 1.4874	$57,936.28 1.5603	$60,784.27 1.6370	$63,765.92 1.7173
11	----------	----------	$60,784.27 1.6370	$63,765.92 1.7173	$66,903.54 1.8018
12	----------	----------	$60,984.27	$63,965.92	$67,103.54
13	----------	----------	$61,284.27	$64,265.92	$67,403.54
14	----------	----------	$61,784.27	$64,765.92	$67,903.54
	Longevity Step	**Longevity Step**	**Longevity Step**	**Longevity Step**	**Longevity Step**
15	$53,090.51	$56,729.39	$63,284.27	$66,265.92	$69,403.54
20	$54,590.51	$58,229.39	$64,784.27	$67,765.92	$70,903.54
25	$56,090.51	$59,729.39	$66,284.27	$69,265.92	$72,403.54
30	$57,590.51	$61,229.39	$67,784.27	$70,765.92	$73,903.54

Placement on longevity step is based solely upon continuous service in the bargaining unit as defined in Article XVII E1. Step 15 is equal to the previous step plus $1,500. Step 20 is equal to Step 15 **plus $1,500**. Step 25 is equal to Step 20 plus **$1,500**. Step 30 is equal to Step 25 plus $1,500.

INDIAN CREEK SCHOOL DISTRICT
ICEA SALARY SCHEDULE
2026-2027 (3% RAISE)

Steps	Licensure - No Degree	B.A.	150 Hours	Masters	54 Graduate Hours Including M.A.
0	$33,082.31 .8650	$38,245.45 1.0000	$39,698.78 1.0380	$41,878.77 1.0950	$43,714.55 1.1430
1	$34,420.91 .90000	$39,698.78 1.0380	$41,343.33 1.0810	$43,714.55 1.1430	$45,550.33 1.1910
2	$35,966.02 .9404	$41,152.10 1.0760	$42,987.89 1.1240	$45,550.33 1.1910	$47,386.11 1.2390
3	$37,767.38 .9875	$42,605.43 1.1140	$44,632.44 1.1670	$47,386.11 1.2390	$49,221.89 1.2870
4	$39,656.71 1.0369	$44,058.76 1.1520	$46,276.99 1.2100	$49,221.89 1.2870	$51,057.68 1.3350
5	$41,634.00 1.0886	$45,512.09 1.1900	$47,921.55 1.2530	$51,057.68 1.3350	$52,893.46 1.3830
6	$43,718.37 1.1431	$46,996.01 1.2288	$49,566.10 1.2960	$52,893.46 1.3830	$54,729.24 1.4310
7	$45,902.19 1.2002	$49,290.74 1.2888	$51,696.37 1.3517	$54,729.24 1.4310	$56,886.28 1.4874
8	$48,196.92 1.2602	$51,696.37 1.3517	$54,228.22 1.4179	$56,886.28 1.4874	$59,674.38 1.5603
9	$50,606.38 1.3232	$54,228.22 1.4179	$56,886.28 1.4874	$59,674.38 1.5603	$62,607.80 1.6370
10	$53,138.23 1.3894	$56,886.28 1.4874	$59,674.38 1.5603	$62,607.80 1.6370	$65,678.91 1.7173
11	----------	----------	$62,607.80 1.6370	$65,678.91 1.7173	$68,910.65 1.8018
12	----------	----------	$62,807.80	$65,878.91	$69,110.65
13	----------	----------	$63,107.80	$66,178.91	$69,410.65
14	----------	----------	$63,607.80	$66,678.91	$69,910.65
	Longevity Step	**Longevity Step**	**Longevity Step**	**Longevity Step**	**Longevity Step**
15	$54,638.23	$58,386.28	$65,107.80	$68,178.91	$71,410.65
20	$56,138.23	$59,886.28	$66,607.80	$69,678.91	$72,910.65
25	$57,638.23	$61,386.28	$68,107.80	$71,178.91	$74,410.65
30	$59,138.23	$62,886.28	$69,607.80	$72,678.91	$75,910.65

Placement on longevity step is based solely upon continuous service in the bargaining unit as defined in Article XVII E1. Step 15 is equal to the previous step plus $1,500. Step 20 is equal to Step 15 **plus $1,500**. Step 25 is equal to Step 20 plus **$1,500**. Step 30 is equal to Step 25 plus $1,500.

G. COMPENSATION-SUPPLEMENTAL PAY EXTRA-DUTY SALARY AS PRINTED

1. The salary for extra-duty may be reduced by the Superintendent for an individual only performing partial duties or sharing the position with another individual(s).

2. A teacher will be placed on the salary schedule according to his/her years of titular experience in a particular position unless the Superintendent, using his administrative prerogative, places the teacher at a higher level on the extra-duty salary schedule.

3. No extra-duty meetings will be held during a student's class time, except for an emergency as determined by the building principal. A student or students may be removed from study hall to meet with a teacher during the teacher's lunch period or conference period. All other meetings or functions will take place before or after school, unless the function is a special program or an assembly of the student body.

4. Payment of Supplemental Contract Salary:

   a. When a supplemental contract(s) is issued prior to the employee's base contract start date, the employee may choose between the following options for payment:

      OPTION 1: All supplemental contracts will be paid at the end of the completion of the supplemental duty in accordance with the District supplemental pay schedule. Employees choosing this option must make this choice in accordance with the deadline stated in the supplemental contract. Supplemental contracts not returned to the Superintendent's Office by the stated deadline in the contract will result in the supplemental salary being paid in accordance with Option 2.

      OPTION 2: All supplemental contracts will be paid throughout the school year along with the employee's base contract.

   b. Supplemental contracts issued after the employee's base contract start date will be paid at the end of the completion of the supplemental duty in accordance with the District's supplemental pay schedule.

5. Payment of additional percentage of base for employees holding more than one extra-duty positions: Employees paid under Option 1 above will be paid in accordance with the District supplemental pay schedule when the last contracted supplemental duty of the school year is completed. Employees paid under Option 2 above will be paid the additional percentage throughout the school year along with the employee's base contract.

The Following Supplemental Salary Schedule Effective School Year 2024-2025
(Supplemental Salaries raised to current BA-0.)

Supplemental Salary Schedule 2024-2025						
BASE SALARY (BA 0) =	**$ 36,050.00**	(with 3% raise)				
Supplemental Schedule Effective School Year 2024-2025						
		YEAR 0	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**
	% OF BASE $36,050.00	*16.68%*	*17.50%*	*18.33%*	*19.17%*	*20.00%*
Athletic Director		$6,013	$6,309	$6,608	$6,911	$7,210
Level 1	*% OF BASE $36,050.00*	*11.95%*	*12.77%*	*13.60%*	*14.44%*	*15.27%*
		$4,308	$4,604	$4,903	$5,206	$5,505
Head Football						
Head Basketball						
Head Wrestling						
Head Baseball						
Head Track						
Head Softball						
Head Volleyball						
Head Soccer						
Head Swimming						
Head Cheering (Football, Basketball & Competition) 1 Position						
Level II	*% OF BASE $36,050.00*	*8.46%*	*9.14%*	*9.78%*	*10.45%*	*11.12%*
		$3,050	$3,295	$3,526	$3,767	$4,009
Asst Varsity Basketball						
Grade 9 Football						
Asst. Varsity Athletic Director						
Middle School Athletic Director						
Asst. Varsity Football						

Level III	*% OF BASE $36,050.00*	*6.27%*	*6.63%*	*7.30%*	*7.96%*	*8.63%*
		$2,260	$2,390	$2,632	$2,870	$3,111
Middle School Football						
Grade 9 Basketball						
Football Equipment Manager						
Varsity Golf						
Varsity Boys Tennis						
Varsity Girls Tennis						
Varsity Cross Country						
After School Weight Training Instructor						
Asst. Swim Coach						
E-Sports Coach						
Level IV	*% OF BASE $36,050.00*	*5.48%*	*5.81%*	*6.14%*	*6.47%*	*6.80%*
		$1,976	$2,095	$2,213	$2,332	$2,451
Asst Varsity Track						
Asst Varsity Baseball						
Asst Varsity Softball						
Asst Varsity Wrestling						
Asst Varsity Volleyball						
Asst Varsity Soccer						
Middle School Wrestling						
Middle School Basketball						
Key Club						
HS Student Council						
Drama Club (HS Play)						
National Honor Society						
Indoor Track						
Level V	*% OF BASE $36,050.00*	*3.98%*	*4.28%*	*4.58%*	*4.88%*	*5.18%*
		$1,435	$1,543	$1,651	$1,759	$1,867
Middle School Track						
Middle School Volleyball						
School Choir (3 performances)						
Grade 9 Volleyball						
Asst 7-12 Cheerleading (3)						
Junior Class Advisor						

Asst Key Club						
Closer Look						
Middle School Asst Wrestling						
Asst Drama Club (HS Play)						
After School Physical Activities Director						
Level VI	*% OF BASE $36,050.00*	*2.83%*	*3.01%*	*3.22%*	*3.43%*	*3.62%*
		$1,020	$1,085	$1,161	$1,237	$1,305
Class Advisor						
Athletic Trainer (1 ea. Fall, Winter Spring)						
Distance Learning Liaison						
Academic Competition Advisor						
Beta Club Advisor						
Debate club Advisor						
Fed Challenge						
Foreign Language Club Advisor						
Destination ImagiNation (District, HS, MS)						
SAAD Advisor						
Building Tech Asst						
Literacy/Math Asst (2 per elem)						
Lead Teacher (1 per bldg)						
Newspaper						
Media Club						
Web Master						
Future Educators of America Advisor						
Yearbook						
Environthon Advisor						
Pep Club Advisor						
MS Student Council						
Character Education						
Student Senate (Elementary)						
Gifted Liaison						
OIP Facilitator (1 per bldg.)						
Majorette Line Instructor						
Fellowship of Christian Athletes Club Advisor						
Business Professionals of America						
FCCLA Club Advisor						
Skills USA Advisor						

Future Farmers of America (FFA) Advisor						
Technology Student Association (TSA) Advisor						
Close-Up Advisor						
ICMS Washington D.C. Advisor						
Hellbender Program Coordinator						
STEM Club Advisor 5-6						
STEM Club Advisor 7-8						
The following Coordinators are paid $2,000 per position held:						
District Technology Coordinator						
Online Coordinator						
Before & After School Care Coordinator(s)						
District k-12 Library Coordinator						
START Coordinator(s)						
District Parent Coordinator						
Employees will be paid 1% of base for two (2) supplemental duty assignments.					$ 360.50	
Employees will be paid 1.5% of base for three (3) or more supplemental duty assignments.					$ 540.75	
BAND POSITIONS:		% OF BASE ($36,050.00)	SALARY			
Band Director		*10.31%*	$3,717			
Asst. Band Director (marching & concert)		*7.45%*	$2,686			
Asst. Band Director (marching)		*3.73%*	$1,345			
Elementary Instructional Music (grades 5 and 6)		*3.73%*	$1,345			
Junior High Band Director (grades 7 and 8)		*5.16%*	$1,860			

The Following Supplemental Salary Schedule Effective School Year 2025-2026
(Supplemental Salaries raised to current BA-0.)

Supplemental Salary Schedule 2025-2026						
BASE SALARY (BA 0) =	**$ 37,131.50**	(with 3% raise)				
Supplemental Schedule Effective School Year 2025-2026						
		YEAR 0	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**
	% OF BASE $37,131.50	*16.68%*	*17.50%*	*18.33%*	*19.17%*	*20.00%*
Athletic Director		$6,194	$6,498	$6,806	$7,118	$7,426
Level 1	*% OF BASE $37,131.50*	*11.95%*	*12.77%*	*13.60%*	*14.44%*	*15.27%*
		$4,437	$4,742	$5,050	$5,362	$5,670
Head Football						
Head Basketball						
Head Wrestling						
Head Baseball						
Head Track						
Head Softball						
Head Volleyball						
Head Soccer						
Head Swimming						
Head Cheering (Football, Basketball & Competition)1 Position						
Level II	*% OF BASE $37,131.50*	*8.46%*	*9.14%*	*9.78%*	*10.45%*	*11.12%*
		$3,141	$3,394	$3,631	$3,880	$4,129
Asst Varsity Basketball						
Grade 9 Football						
Asst. Varsity Athletic Director						
Middle School Athletic Director						
Asst. Varsity Football						

Level III	*% OF BASE $37,131.50*	*6.27%*	*6.63%*	*7.30%*	*7.96%*	*8.63%*
		$2,328	$2,462	$2,711	$2,956	$3,204
Middle School Football						
Grade 9 Basketball						
Football Equipment Manager						
Varsity Golf						
Varsity Boys Tennis						
Varsity Girls Tennis						
Varsity Cross Country						
After School Weight Training Instructor						
Asst. Swim Coach						
E-Sports Coach						
Level IV	*% OF BASE $37,131.50*	*5.48%*	*5.81%*	*6.14%*	*6.47%*	*6.80%*
		$2,035	$2,157	$2,280	$2,402	$2,525
Asst Varsity Track						
Asst Varsity Baseball						
Asst Varsity Softball						
Asst Varsity Wrestling						
Asst Varsity Volleyball						
Asst Varsity Soccer						
Middle School Wrestling						
Middle School Basketball						
Key Club						
HS Student Council						
Drama Club (HS Play)						
National Honor Society						
Indoor Track						
Level V	*% OF BASE $37,131.50*	*3.98%*	*4.28%*	*4.58%*	*4.88%*	*5.18%*
		$1,478	$1,589	$1,701	$1,812	$1,923
Middle School Track						
Middle School Volleyball						
School Choir (3 performances)						
Grade 9 Volleyball						
Asst 7-12 Cheerleading (3)						
Junior Class Advisor						

Asst Key Club						
Closer Look						
Middle School Asst Wrestling						
Asst Drama Club (HS Play)						
After School Physical Activities Director						
Level VI	*% OF BASE $37,131.50*	*2.83%*	*3.01%*	*3.22%*	*3.43%*	*3.62%*
		$1,051	$1,118	$1,196	$1,274	$1,344
Class Advisor						
Athletic Trainer (1 ea. Fall, Winter Spring)						
Distance Learning Liaison						
Academic Competition Advisor						
Beta Club Advisor						
Debate club Advisor						
Fed Challenge						
Foreign Language Club Advisor						
Destination ImagiNation (District, HS, MS)						
SAAD Advisor						
Building Tech Asst						
Literacy/Math Asst (2 per elem)						
Lead Teacher (1 per bldg)						
Newspaper						
Media Club						
Web Master						
Future Educators of America Advisor						
Yearbook						
Environthon Advisor						
Pep Club Advisor						
MS Student Council						
Character Education						
Student Senate (Elementary)						
Gifted Liaison						
OIP Facilitator (1 per bldg.)						
Majorette Line Instructor						
Fellowship of Christian Athletes Club Advisor						
Business Professionals of America						
FCCLA Club Advisor						
Skills USA Advisor						

Future Farmers of America (FFA) Advisor						
Technology Student Association (TSA) Advisor						
Close-Up Advisor						
ICMS Washington D.C. Advisor						
Hellbender Program Coordinator						
STEM Club Advisor 5-6						
STEM Club Advisor 7-8						
The following Coordinators are paid $2,000 per position held:						
District Technology Coordinator						
Online Coordinator						
Before & After School Care Coordinator(s)						
District k-12 Library Coordinator						
START Coordinator(s)						
District Parent Coordinator						
Employees will be paid 1% of base for two (2) supplemental duty assignments.					$ 371.32	
Employees will be paid 1.5% of base for three (3) or more supplemental duty assignments.					$ 556.97	
BAND POSITIONS:		% OF BASE ($37,131.50)	SALARY			
Band Director		*10.31%*	$3,828			
Asst. Band Director (marching & concert)		*7.45%*	$2,766			
Asst. Band Director (marching)		*3.73%*	$1,385			
Elementary Instructional Music (grades 5 and 6)		*3.73%*	$1,385			
Junior High Band Director (grades 7 and 8)		*5.16%*	$1,916			

The Following Supplemental Salary Schedule Effective School Year 2026-2027
(Supplemental Salaries raised to current BA-0.)

Supplemental Salary Schedule 2026-2027						
BASE SALARY (BA 0) =	**$ 38,245.45**	(with 3% raise)				
Supplemental Schedule Effective School Year 2026-2027						
		YEAR 0	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**
	% OF BASE $38,245.45	*16.68%*	*17.50%*	*18.33%*	*19.17%*	*20.00%*
Athletic Director		$6,379	$6,693	$7,010	$7,332	$7,649
Level 1	*% OF BASE $38,245.45*	*11.95%*	*12.77%*	*13.60%*	*14.44%*	*15.27%*
		$4,570	$4,884	$5,201	$5,523	$5,840
Head Football						
Head Basketball						
Head Wrestling						
Head Baseball						
Head Track						
Head Softball						
Head Volleyball						
Head Soccer						
Head Swimming						
Head Cheering (Football, Basketball & Competition)1 Position						
Level II	*% OF BASE $38,245.45*	*8.46%*	*9.14%*	*9.78%*	*10.45%*	*11.12%*
		$3,236	$3,496	$3,740	$3,997	$4,253
Asst Varsity Basketball						
Grade 9 Football						
Asst. Varsity Athletic Director						
Middle School Athletic Director						
Asst. Varsity Football						

Level III	*% OF BASE $38,245.45*	*6.27%*	*6.63%*	*7.30%*	*7.96%*	*8.63%*
		$2,398	$2,536	$2,792	$3,044	$3,301
Middle School Football						
Grade 9 Basketball						
Football Equipment Manager						
Varsity Golf						
Varsity Boys Tennis						
Varsity Girls Tennis						
Varsity Cross Country						
After School Weight Training Instructor						
Asst. Swim Coach						
E-Sports Coach						
Level IV	*% OF BASE $38,245.45*	*5.48%*	*5.81%*	*6.14%*	*6.47%*	*6.80%*
		$2,096	$2,222	$2,348	$2,474	$2,601
Asst Varsity Track						
Asst Varsity Baseball						
Asst Varsity Softball						
Asst Varsity Wrestling						
Asst Varsity Volleyball						
Asst Varsity Soccer						
Middle School Wrestling						
Middle School Basketball						
Key Club						
HS Student Council						
Drama Club (HS Play)						
National Honor Society						
Indoor Track						
Level V	*% OF BASE $38,245.45*	*3.98%*	*4.28%*	*4.58%*	*4.88%*	*5.18%*
		$1,522	$1,637	$1,752	$1,866	$1,981
Middle School Track						
Middle School Volleyball						
School Choir (3 performances)						
Grade 9 Volleyball						

Asst 7-12 Cheerleading (3)						
Junior Class Advisor						
Asst Key Club						
Closer Look						
Middle School Asst Wrestling						
Asst Drama Club (HS Play)						
After School Physical Activities Director						
Level VI	*% OF BASE $38,245.45*	*2.83%*	*3.01%*	*3.22%*	*3.43%*	*3.62%*
		$1,082	$1,151	$1,232	$1,312	$1,384
Class Advisor						
Athletic Trainer (1 ea. Fall, Winter Spring)						
Distance Learning Liaison						
Academic Competition Advisor						
Beta Club Advisor						
Debate club Advisor						
Fed Challenge						
Foreign Language Club Advisor						
Destination ImagiNation (District, HS, MS)						
SAAD Advisor						
Building Tech Asst						
Literacy/Math Asst (2 per elem)						
Lead Teacher (1 per bldg)						
Newspaper						
Media Club						
Web Master						
Future Educators of America Advisor						
Yearbook						
Environthon Advisor						
Pep Club Advisor						
MS Student Council						
Character Education						
Student Senate (Elementary)						
Gifted Liaison						
OIP Facilitator (1 per bldg.)						
Majorette Line Instructor						
Fellowship of Christian Athletes Club Advisor						
Business Professionals of America						

FCCLA Club Advisor						
Skills USA Advisor						
Future Farmers of America (FFA) Advisor						
Technology Student Association (TSA) Advisor						
Close-Up Advisor						
ICMS Washington D.C. Advisor						
Hellbender Program Coordinator						
STEM Club Advisor 5-6						
STEM Club Advisor 7-8						
The following Coordinators are paid $2,000 per position held:						
District Technology Coordinator						
Online Coordinator						
Before & After School Care Coordinator(s)						
District k-12 Library Coordinator						
START Coordinator(s)						
District Parent Coordinator						
Employees will be paid 1% of base for two (2) supplemental duty assignments.					$ 382.45	
Employees will be paid 1.5% of base for three (3) or more supplemental duty assignments.					$ 573.68	
BAND POSITIONS:		% OF BASE ($38,245.45)	SALARY			
Band Director		*10.31%*	$3,943			
Asst. Band Director (marching & concert)		*7.45%*	$2,849			
Asst. Band Director (marching)		*3.73%*	$1,427			
Elementary Instructional Music (grades 5 and 6)		*3.73%*	$1,427			
Junior High Band Director (grades 7 and 8)		*5.16%*	$1,973			

Supplemental Committee

A Supplemental Committee will be convened consisting of the Superintendent, the President of ICEA, and two (2) members appointed by the Superintendent and two (2) members appointed by the ICEA President. The committee's duties shall include:

1. Drafting proposed job descriptions for supplemental positions.

2. Other duties as may be assigned through the Labor Management Committee.

All proposals from this committee shall be brought to the Labor Management Committee for consideration and action.

H. SUPPLEMENTAL SALARY COMMITTEE

A joint committee consisting of three (3) members appointed by the Superintendent and three (3) members appointed by the Association President shall review the current supplemental salary schedule. Upon reaching consensus as a committee, the recommendations of the committee will be presented to the Board and the Association not later than April 1.

I. S.T.R.S. PICK-UP

1. The Treasurer of the Indian Creek Local Board of Education shall contribute to the State Teachers' Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee beginning with the payroll of January 5, 1985. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employees.

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

3. The Board's total combined expenditures for employee'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 an employee's gross income said employee's total annual salary less the amount of the "pick-up". The Board shall report for municipal income tax purposes as an employee'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 employee'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 purpose.

6. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

7. This provision shall be effective and the "pick-up" shall apply to all payroll payments made after January 1, 1985.

8. 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 prior to the effective date of this provision shall be in effect.

J. MENTORS

1. Resident Educator Program

The District will participate in the Jefferson County Educational Service Center Resident Educator Program. Year one (1) and year two (2) Mentors shall be compensated with an annual stipend in the amount of eight hundred dollars ($800.00).

2. New Teacher Mentor

Teachers new to the District, not in the RESA, will be assigned a mentor in the same building and in the same grade/subject for the first semester of their first year of employment. The mentor is responsible to familiarize the teacher with the procedures of the District and building. The mentor will be compensated two hundred dollars ($200.00). The mentor will be assigned by the building principal.

K. ONLINE TEACHING

1. As part of the regular school day, teachers will either teach a face-to-face class or an online class.

2. A period outside of the regular school day may also be created to conduct online classes.

3. Maximum online class size whether a part of the regular school day or outside the regular school day shall be 30 students.

4. Teachers who teach outside of the regular school day will be compensated as set forth below:

    a. For a class size of 1-5 students, teachers will be compensated at a rate of $125.00 per student.

    b. For a class size of 6 students up to the defined maximum number of students, teachers will be compensated at a rate of $1,800.00 per grade level (PK-4) OR preparation (5-12).

5. The following shall apply if a teacher is assigned a number of students above the defined maximum for online teaching as part of the regular school day or outside the regular school day:

    a. For 1-5 students above the defined maximum, teachers will receive an additional $125.00 per student.

    b. For 6 or more students above the defined maximum, teachers will be compensated at a rate of $1,800.00 for the course or grade level as applicable.

6. Teachers may also create online courses, with the prior approval of the Superintendent or designee and be paid at the rate of one thousand dollars ($1,000.00) per course. The Online Coordinator will evaluate the course to determine whether it meets the Quality Matters Rubric. All courses developed shall be the property of and copywritten by the District.

7. Compensation for all online teaching will be made on the 2nd pay in June each year.

8. Credit recovery courses:

    a. Credit recovery courses will have a rolling enrollment period that begins on the first student day of the school year and ends on the last student day

of the school year. There will be only one section created per credit recovery course per school year.

b. At the beginning of each school year, a bid will be posted for teachers interested in teaching online courses.

9. Teachers who teach an auto-graded course outside of the regular school day will be compensated as set forth below:

a. For a class size of 1-5 students, teachers will be compensated at a rate of $65 per student.

b. For a class size of 6 students up to the defined maximum number of students, teachers will be compensated at a rate of $750 per auto-graded course.

L. WORK PERFORMED OUTSIDE THE NORMAL SCHOOL DAY

1. For work performed during the school year, but outside the normal school day, teachers will be compensated at a rate of pay equal to the Step 0 – BA per diem divided by 7.25.

2. Work performed outside the school year will be compensated at a rate of pay equal to one plus one-half (1.5) of the Step 0 – BA per diem divided by 7.25.

3. Work outside the school day which has been bargained elsewhere in this agreement shall be excluded from this provision.

4. Work under this provision must be approved by the immediate supervisor prior to being worked.

M. FINGERPRINTING COSTS

The Board of Education shall pay the cost for fingerprinting for all members of the bargaining unit.

N. ACTIVITY PASS

Each Association member will be granted free admission to all district-sponsored student activities, including athletic events but excluding OSHAA events. Such admission shall not include the cost of meals.

ARTICLE V – INSURANCE PROVISIONS

All insurance premiums will be fully paid by the Board except as set forth below. All insurance coverage shall be equal to or exceed the coverage set forth in the Appendices to this Agreement regardless of insurance carrier or TPA. To be eligible for insurance benefits, a bargaining unit member must be a full-time employee as defined in Article I.

A. COMPREHENSIVE MAJOR MEDICAL PLAN

The Board shall pay 90% of the insurance premium and the employee shall pay 10% of the insurance premium for each bargaining unit member enrolled in either the family plan or in the single plan.

B. LIFE

The Board shall provide each member of the bargaining unit with a fifty thousand dollar ($50,000.00) term life insurance policy with conversion privileges and AD & D insurance. Life insurance benefits will reduce fifty percent (50%) at age 70.

The life insurance carriers plan rules will apply for purposes of eligibility.

C. DENTAL

The Board shall pay the entire dental insurance premium per month for each member of the bargaining unit enrolled in either the family plan or the single plan.

D. PRESCRIPTION

Prescription insurance is included in the comprehensive major medical plan per this article.

E. VISION

The Board shall pay the entire premium per month for each member of the bargaining unit enrolled in either a family or single basic vision insurance plan.

F. BENEFIT PLAN BOOKLETS

Within thirty (30) days after ratification of this Agreement, the Board and the Association shall initial the benefit plan document for the comprehensive major medical insurance coverage, the dental coverage, the prescription drug coverage, and the vision coverage, and the terms of the life insurance policy issued pursuant to this Article.

G. INSURANCE COMMITTEE

The Board of Education and the Association mutually agree that an insurance committee is created consisting of the following: two (2) Board members, the Superintendent, and the Treasurer; a minimum of one (1) elementary teacher from each building, one (1) middle school teacher, and one (1) high school teacher (all selected by the Teacher Association President); the Teacher Association President; and the OEA Labor Relations Consultant. Three (3) Classified Employee Association representatives and the Classified Employee Association President will be invited to participate.

The Committee members shall be named no later than September 1st of each year. The committee shall meet a minimum of four (4) times each year of this Master Agreement. The purpose of this committee is to recommend cost-containment measures for the insurance plan, to educate bargaining unit members about insurance plan usage, and to explore other alternatives to the current insurance program. The committee shall meet on release time unless otherwise agreed. The committee shall meet no later than September 30th each year and select a chair at its first meeting.

The committee shall issue a report and its recommendation by September 1st of each year. The report shall be given to the President of the Association, each Board member, and posted in each building.

H. STIPEND

Employees who are qualified for and have been offered health insurance coverage and decline to take it if permitted by the patient Protection and Affordable Care Act shall be provided with a $1,500.00 stipend annually as long as they continue to decline to participate in the health insurance coverage, which shall be paid through the Section 125 Plan.

I. SECTION 125 PLAN

The Board shall implement a Section 125 Plan and a flexible spending account. The Board shall pay the administrative costs associated with the flexible spending account.

ARTICLE VI - LEAVE PROVISIONS

INTRODUCTION: Absenteeism has a direct impact on student education outcomes. The Board reserves the right to enforce these provisions and to resolve any abuse of leave.

A. SICK LEAVE

1. Sick leave shall be accumulated to two hundred thirty (230) days maximum for each member of the bargaining unit.

2. Should a bargaining unit member have absences due to illness of more than the total accumulated sick leave, such bargaining unit member, unless employed on an hourly basis, will be granted an advancement of sick leave to a maximum of five (5) days, if requested, provided that sufficient time is remaining in the current year to recover the advanced days. A bargaining unit member may be granted more than five (5) additional sick leave days if approved by the Superintendent and provided sufficient time is remaining in the current year to recover the advanced days.

3. Standard reasons acceptable for sick leave are:

   a. Personal illness (including emergency dental and medical appointments)
   b. Injury
   c. Absence due to illness, injury, or death in the bargaining unit member's immediate family
   d. Exposure to contagious disease that could be communicated to others
   e. Illness or disability associated with pregnancy
   f. Adoption or foster placement of a child with the employee. Leave in this instance shall be a maximum of six (6) weeks.

4. Sick leave shall be paid for serious illness, injury, or death in the bargaining unit member's immediate family. The immediate family shall be defined to include permanent members of the bargaining unit member's household and/or father, mother, sister, brother, husband, wife, children, step-parent, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchildren. The administrative office will approve payment of such sick leave after verifying that the sick leave was taken in compliance with the present policy.

5. Except in extenuating circumstances call-offs should be made as early as possible to permit for the best possible substitute assignment that is in the best educational interests of students. It is preferable that call-offs be made the night before the sick leave day. Where that is not possible, it is preferable that call-offs be made at least two hours prior to the start of school.

6. <u>Sick Leave Donation Program</u>

   a. The Indian Creek Local School District Board of Education and the Indian Creek Education Association shall establish a Sick Leave Donation Program. The Sick Leave Donation Program shall remain in effect for the duration of this Agreement and shall be governed by the following procedures.

   b. To qualify for the Sick Leave Donation Program, a bargaining unit member must have experienced a personal catastrophic illness or injury or a member of the bargaining unit member's immediate family must have

experienced a catastrophic illness or injury. The bargaining unit member must have depleted his/her accumulated sick leave and personal leave. The term "catastrophic illness or injury" shall include only those illnesses or injuries that are calamitous in nature constituting a great misfortune or are chronic or long term.

c. Requests for use of the Sick Leave Donation Program will be considered on a case by case basis by the Labor-Management Committee. The Labor-Management Committee shall develop a FAQ sheet to explain the Sick Leave Donation Program and will make a determination on the following criteria:

(1) The bargaining unit member must have experienced a personal catastrophic illness or injury or a member of the bargaining unit member's immediate family must have experienced a catastrophic illness or injury as defined in this section that has exhausted or will exhaust the bargaining member's sick leave. If so, the Committee will send out a notice to all bargaining unit members notifying them of the need for donated days.

(2) Bargaining unit members requesting consideration for the Sick Leave Donation Program must complete the request on the proper form (See Appendices) and submit one copy to the Superintendent and one copy to the Association President.

(3) Sick leave donations may not be used to defer application for or receipt of disability retirement benefits.

(4) The total use of the Sick Leave Donation Program shall not exceed the current school year.

(5) All requests will be subject to the responses of the bargaining unit members who wish to make donations to an individual approved by the Committee.

(6) All donations of sick leave by bargaining unit members will remain confidential and should be submitted to the Committee on the proper form. Included on the form shall be a signed statement by the bargaining unit member donating days, authorizing the Board Treasurer to transfer the days. (See Appendices)

(7) Activation of the Sick Leave Donation Program shall require a majority vote of the Committee and the chair shall vote only in the event of a tie vote of the Committee.

(8) A bargaining unit member may request donations more than once in any school year, but is limited to receiving up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Labor-Management Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, the bargaining unit member shall be advanced five (5) days, if needed, provided that there is sufficient time remaining in the current year to recover the five (5) advanced days.

d. A bargaining unit member may apply to the Committee for withdrawal in advance of the depletion of his/her accumulated sick leave, to be granted, if needed, upon such depletion.

e. Withdrawals shall be in full day units.

f. All applications for withdrawals shall be in writing, shall be verified by the Committee, and may be submitted on behalf of a bargaining unit member by another person when necessary because of the incapacity of the bargaining unit member.

g. A doctor's statement is required with the application in order for the application to be considered.

h. Bargaining unit members who have a minimum of forty-five (45) accrued but unused sick leave days at the time the donation request is made, may donate up to ten (10) days of sick leave per each request for donation up to a maximum of thirty (30) donated days per school year. Bargaining unit members donating sick leave shall notify the Committee of their donation by submitting a donation form (See Appendix VI) to the Committee. Those days contributed will be deducted from the sick leave totals of the donor bargaining unit members and will not count for purposes of Article VI Section J. Leave Incentive.

i. The donation of sick leave days by bargaining unit members is strictly voluntary. The Committee is not responsible to provide sick leave days if none are donated.

j. Neither the name of the bargaining unit member requesting the donation of sick leave days nor the names of the bargaining unit members donating sick leave days shall be disclosed to anyone other than the Committee representatives or those member(s) of the Treasurer's staff who administer the crediting and debiting of sick leave days pursuant to the donation procedure.

k. Donated sick leave days cannot be used beyond the school year in which the request is made or beyond the term of the contract under which the requesting employee is employed.

l. No bank, fund, or carryover balance of donated sick leave days shall be created as a result of the implementation of this section. The Treasurer or his/her staff will only deduct the number of requested and used days up to a maximum of thirty (30) days from those bargaining unit members who have responded to the donation request.

m. The Committee shall establish procedures and forms for the recording, reporting, and accounting of Sick Leave Donation Program transactions and shall establish any other procedures necessary for the proper implementation of the Sick Leave Donation Program.

n. Applications for the Sick Leave Donation Program may be obtained from any ICEA Faculty Representative or at the Board office.

o. Decisions by the Committee are not subject to the Grievance Procedure of this Agreement and shall be unappealable.

p. The Committee will meet once per year by October 1st to annually review its guidelines.

q. In addition, the sick leave donation program may be used for pregnancy of the bargaining unit member, adoption of a child by the bargaining unit member, or the need of a male bargaining unit member to be involved in raising a child.

B. PERSONAL LEAVE

1. The Board shall grant three (3) days personal leave annually. Teachers may roll one (1) unused personal leave day to the following school year (for a maximum total of four (4) personal days in a school year) and any remaining unused personal leave days shall be rolled over to sick leave.

2. The teacher must notify the Treasurer by email of their election to roll one (1) personal leave day over to the following school year on or before the last day of school. Failure to make timely notification shall result in all remaining personal leave days being converted to sick leave.

3. A fourth (4th) personal leave day used during a school year shall not be used for recreational, leisure, or vacation purposes.

4. Personal leave cannot be used without three (3) days' notice and the principal's approval.

5. Item #4 may be waived in case of emergency.

C. PERSONAL ILLNESS LEAVE

This leave shall apply to members of the bargaining unit who have used up all of their sick leave under the following conditions:

1. Upon written request of a member of the bargaining unit the Board shall grant a leave of absence for a period of not more than one (1) year for the purpose of personal illness or disability. This request shall be accompanied by a doctor's statement verifying the illness or disability. Employees requesting and qualifying for such a leave shall be covered on the payroll records and all fringe benefits paid by the Board for regular employees shall be paid for employees qualifying for such leave. The Board paid benefits for qualifying employees on such leave will end at the conclusion of the personal illness or upon acceptance of the employee by the State Teachers' Retirement System for the purpose of regular retirement or disability retirement, whichever occurs first.

2. A member of the bargaining unit returning within the one (1) year period shall be granted a position for which he or she is certificated and the appropriate contract status, upon presentation of the attending doctor's release.

3. At the end of the one (1) year period the employee who is unable to return to work may request a regular leave of absence.

D. MATERNITY LEAVE

This leave shall be requested in writing by the member of the bargaining unit who is pregnant, recovering from pregnancy, or adopting a child, at least fifteen (15) days prior to the start of such leave. A member who is adopting a child shall make such a request upon making application for adoption and notifying the Superintendent as soon as possible when notified by the adoption agency of receiving the child. Leave shall be granted to begin on the date specified in the request.

Terms of this leave are as follows:

1. Duration maximum of one (1) year for pregnancy, and two (2) years for adoption if required by the agency. This can be extended by mutual agreement.

2. Employees returning to work at the completion of maternity leave shall be granted a position for which he/she is certified at the appropriate contract status. If the employee is on leave only for the period of disability, the teacher shall have the right to return to his/her position.

3. All requests for leave will indicate the date of termination for said leave at the time of the request. This may be changed due to unforeseen complications at the request of the teacher, if original request has been for less than maximum leave allowed.

4. Employees unable to return to work at the end of a maternity or adoption leave may request a regular leave of absence.

5. The teacher shall notify the Superintendent at least thirty (30) days prior to the expiration of the leave to clarify the termination date. Failure to notify the Superintendent, at least thirty (30) days prior, shall cause the person to wait for the first available opening for which he/she is certified.

6. Beginning with the 2016-2017 school year, teachers on maternity leave will be permitted to continue health insurance benefits by paying the Treasurer's office the full cost of the premium on or before the date established by the Treasurer for monthly payment. Failure to make timely full payments will negate eligibility under this provision and trigger the employee's federal COBRA rights.

   Until the effective date of this provision, the past practice of permitting health insurance participation under Article V will continue. The new provision will apply to employees who begin maternity leave during the 2015-2016 school year.

E. ASSAULT LEAVE

1. An employee who is absent due to disability resulting from an attack on said employee which occurs during work, or is the direct result of his/her employment, shall be granted up to and including fifty (50) days assault leave.

2. This policy does not apply to assaults between employees or if the assaulted employee is found to be responsible for the assault by the courts.

3. If leave is to be requested for more than five (5) days, a physician's statement is required to verify disability and duration of leave.

4. This leave will not be charged to sick or personal leave.

5. Daily rate of pay and fringe benefits will continue as any regular employee while taking such leave.

*This leave cannot be used if an employee has filed a compensation claim concerning the assault.

F. FAMILY AND MEDICAL LEAVE

An employee who has worked for the District for at least 12 months is eligible for a total of up to 12 work weeks of unpaid Family Medical Leave Act (FMLA) leave during each 12-month period (August 1 through July 31 of each year) provided the employee worked at least 1,250 hours in the 12 months preceding the beginning of the first day of leave.

1. Type of Leave

An eligible employee may take FMLA leave for:

a. the birth and first year care of the employee's child;

b. the adoption or foster placement of a child with the employee;

c. the serious health condition of an employee's spouse, parent, or child; and

d. the employee's own serious health condition that makes the employee unable to perform his/her work.

e. because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member and is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation.

A covered military member is a member of the following reserve components:

- Army National Guard;
- Army Reserve;
- Navy Reserve;
- Marine Corps Reserve;
- Air National Guard;
- Air Force Reserve;
- Coast Guard Reserve;
- Space Force; or
- A retired member of the Regular Armed Forces or Reserve.

An employee whose family member is on or called to active duty as a member of the Regular Armed Forces is not eligible to take leave because of a qualifying exigency.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to a combined total of twenty-six (26) workweeks of unpaid FMLA leave during a single twelve (12)-month period to care for the servicemember. During this twelve (12)-

month period, the eligible employee is entitled to a combined total of twenty-six (26) workweeks of unpaid leave for any of the reasons set forth under Section 1. above.

A covered servicemember is a current member of the Armed Forces, National Guard, or Reserves, or a member on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty or active duty for which he or she is undergoing medical treatment, recuperation, or therapy or otherwise in outpatient status; or on the temporary disability retired list.

An eligible employee may not take leave under this paragraph to care for former members of the Armed Forces, National Guard, or Reserves, or members on the permanent disability retired list.

2. An employee may elect, or the District may require an employee, to substitute accrued paid vacation, personal or sick leave for unpaid FMLA leave. In such case, the portion of the leave will also be counted as FMLA leave. In the case of a newborn baby or the adoption of a child less than one year old, the employee may choose to save up to ten (10) days of sick leave and use family leave first. An employee cannot compel the District to permit the employee to use accrued medical/sick leave in any situation in which the leave could not normally be used.

3. Spouses Employed by the District

If a husband and wife, both of whom are eligible for FMLA leave, are employed by the District, their combined amount of FMLA leave for birth, adoption, foster care placement, and parental serious health condition is limited to 12 weeks. In the case of a child with a serious health condition, both employees may be entitled to use up to twelve (12) weeks of FMLA leave each assuming that neither spouse has taken any other FMLA leave during the twelve month period. An employee may not take FMLA leave for a parent-in-law.

A husband and wife employed by the District are limited to a total of twenty-six (26) workweeks during a single twelve (12) month period if the leave is taken for the sole purpose of caring for a covered servicemember or for caring for a covered servicemember in combination with leave taken for the birth or care of a newborn baby, the placement or care of a child through adoption or foster care, or care of the employee's parent with serious health condition.

4. Intermittent and Reduced Leave

a. Intermittent leave is leave taken in separate blocks of the time due to a single illness or injury.

b. Reduced leave is leave scheduled that reduces the employee's usual number of hours per work week or hours per workday.

c. Intermittent or reduced leave is available when medically necessary only for the employee's own serious health condition or to care for the employee's spouse, child, or parent with a serious health condition and only for treatment, recovery from treatment, or recovery from the serious health condition. Such leave may not be used for the birth or adoption/placement of a child.

d. The employee who wishes to use intermittent or reduced leave must have the prior approval of the District Superintendent.

e. In the case of intermittent or reduced leave, the District Superintendent may temporarily transfer the employee to a position which is equivalent in pay and benefits, but which better accommodates the recurring periods of leave than the employee's regular position. The employee must furnish the District Superintendent with the expected dates of the planned medical treatment and the probable duration of the treatment in advance. The Superintendent must authorize such leave in writing.

5. Benefits

The District will maintain the employee's health coverage under the District's group health insurance plan during the period of FMLA leave on the same conditions as coverage would have been provided if the employee had been continuously employed during the FMLA leave.

6. Notice

a. When the FMLA leave is foreseeable, the employee must notify the District Superintendent in writing of his/her request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests FMLA leave because of the employee's own serious health condition or because of the serious health condition of the employee's spouse, child, or parent, the employee must take reasonable attempts to schedule treatment so as not to disrupt the District's operations.

b. If the need for FMLA leave is foreseeable and the employee has no reasonable excuse for not meeting the notice requirements, the District Superintendent may delay the leave until the employee satisfies the notice requirements.

7. Certification

a. The District Superintendent will require the employee to provide medical certification from a health care provider containing specific information required under the law if he/she requests a FMLA leave because of the employee's own serious health condition or because of the serious health condition of the employee's spouse, child, or parent. If there is a question concerning the validity of such certification, a second and, if the first and second opinions differ, a third opinion may be required. Any second and third opinions will be at the expense of the District.

b. Certification must include:

(1) The approximate date the serious health condition commenced.

(2) Probable duration of the serious health condition.

(3) The appropriate medical facts.

(4) Assertion that the employee is unable to perform job functions or is needed to care for the employee's spouse, child, or parent with a serious health condition, for a specific period of time.

c. It will be the employee's responsibility to report periodically as to his or her status and intention to return to work. Upon the employee's return to work from FMLA leave taken because of the employee's own serious health condition, the District will require that the employee present a fitness statement from the employee's health care provider certifying that the employee is able to return to work.

8. FMLA Law Change

If there is a change in FMLA law that impacts this Article of the Agreement, the parties agree to follow FMLA law. Guidance on FMLA can be found at http://dol.gov.

G. COURT LEAVE

1. Jury Duty

A bargaining unit member who is summoned for jury duty shall be paid his/her full salary for all days absent. Within ninety (90) days of his/her return to work the employee shall submit a personal check to the District for either the full amount received from the court or the difference after deducting costs for meals, parking, mileage, and lodging necessitated by appearance in court only on days when school is in session. Expense deductions must be accompanied by

appropriate receipts. Failure to submit within the ninety (90) day period will result in a deduction of the jury fee from the employee's paycheck immediately following the ninety (90) day period.

2. Witness in Civil or Criminal Proceedings

A bargaining unit member who is appearing as a witness under subpoena before a court in a civil, criminal or administrative proceeding will be granted necessary leave. The member shall be paid his/her full salary for all days absent. When a bargaining unit member is subpoenaed to appear as a witness related to his/her duties as a bargaining unit member on a non-workday, he/she will receive his/her per diem rate of pay for that day. Within ninety (90) days of his/her return to work the employee shall submit a personal check to the District Treasurer for either the full amount received from the court or the difference after deducting costs of meals, parking, mileage, and lodging necessitated by appearance in court. Expense deductions must be accompanied by appropriate receipts for expenses incurred while serving as a witness. Failure to submit within the ninety (90) day period will result in a deduction of the jury fee from the employee's paycheck immediately following the ninety (90) day period.

3. All other court leave shall be charged to personal leave.

H. ASSOCIATION LEAVE

1. Duly authorized delegates or elected officers of the Ohio Education Association shall be permitted to attend a maximum of two (2) representative assembly meetings which shall total no more than two (2) days per year without loss of pay after proper requests have been approved by the Superintendent.

2. A maximum of two (2) Association members shall be granted up to four (4) days each for purposes of lobbying activities without loss of pay after proper requests have been approved by the Superintendent.

I. LEAVE OF ABSENCE FOR PROFESSIONAL IMPROVEMENT OR OTHER PURPOSES

1. The Board may grant a leave of absence for a period of not more than two (2) consecutive school years for the purpose of professional improvement or other purposes. Such leave is without pay and fringe benefits.

2. To be eligible for said leave, members of the bargaining unit will:

a. Submit a written request prior to the July 10th preceding said leave.

b. Notify the Superintendent of one's intent to return prior to the June 1st, following said leave.

3. An employee returning from said leave shall be granted a position for which he/she is certified and qualified with same contract status and his/her seniority level shall be frozen at the time he or she left.

ARTICLE VII – CONTRACTS

A. TERMS OF LIMITED CONTRACTS

1. Initial contract shall be for one (1) year or two (2) years.

2. If renewed, the second contract shall be for one (1) year or two (2) years.

3. All contracts after the second contract shall be limited contracts for a period of two (2) years. In a case where a teacher does not meet eligibility for continuing contract status, a three (3) year contract may be granted to said teacher, with a recommendation of the building principal. A one-year contract after the second contract may be considered if requested in writing by a member of the bargaining unit and recommended by the Superintendent.

4. Any bargaining unit member under a limited contract with the Board is automatically re-employed unless he/she is notified that he/she is not to be re-employed. Such notification of non-reappointment must be made in writing on or before June 1st in accordance with the Ohio Revised Code.

B. ELIGIBILITY FOR CONTINUING CONTRACT

1. A teacher will be eligible for a continuing contract if he/she meets the following requirements:

   a. Holds a professional, permanent or life teacher's certificate.

   b. The teacher was initially issued a teacher's certificate or educator license prior to January 1, 2011, and has taught three (3) consecutive years of the last five (5) years in the School District.

   c. Holds a professional educator license, a senior professional educator license, or lead professional educator license and has completed the applicable one of the following:

      (1) If the teacher did not hold a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial

issuance of such certificate or license, as specified in rules adopted by the State Board of Education.

(2) If the teacher held a master's degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules adopted by the State Board of Education.

d. Any teacher who meets the following requirements:

(1) The teacher never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.

(2) The teacher holds a professional educator license, senior professional educator license, or lead professional educator license.

(3) The teacher had held an educator license for at least seven (7) years.

(4) The teacher has completed the applicable one of the following:

(a) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules adopted by the State Board of Education.

(b) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the issuance of that license, as specified in rules adopted by the State Board of Education.

Teachers who have obtained continuing contract status elsewhere in Ohio become eligible for a continuing contract after two years of service in this District.

2. Any teacher who is potentially subject to a reduction in force, and who meets the criteria for a continuing contract and is recommended by the Superintendent at the regular May Board meeting shall be granted a continuing contract prior to the finalization of any reduction in force list to be submitted to the Board for action.

If the Superintendent recommends that the teacher not be granted continuing contract status, the contract status of the applicant shall remain in force and said denial shall not be subject to the provisions of ORC 3319.11.

ARTICLE VIII – EVALUATION OF CLASSROOM TEACHING PERFORMANCE

The Indian Creek Local School District Board of Education adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State Law.

The Board directs the Superintendent to implement this policy in accordance with State law.

Definition of "Teacher"

This policy applies to District employees who meet one of the following categories:

1. A teacher working under a license issued under ORC Sections 3319.22; 3319.26; 3319.222 or 3319.226 who spends at least 50% of his/her time providing content-related student instruction; or

2. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2003 who spends at least 50% of his/her time providing content-related student instruction; or

3. A teacher working under a permanent certificate issued under ORC 3319.222 as it existed prior to September 2006 who spends at least 50% of his/her time providing content-related student instruction; or

4. A teacher working under a permit issued under ORC 3319.301 who spends at least 50% of his/her time providing content-related student instruction.

5. School counselors will be evaluated according to Indian Creek Local School District Board Policy GCNA.

This policy does not apply to substitute teachers.

Assigning an Effectiveness Rating

Teachers are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards.

High quality student data (HQSD) will be determined through multiple measures. When applicable to the level or subject area taught by the teacher, high quality student data shall

include the value-added progress dimension established under R.C. 3302.021, but the teacher or evaluator shall use at least one (1) other measure of high quality student data to demonstrate student learning.

Annually, the Board submits to the ODE the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated. The name of, or any personally identifiable information about, any teacher reported in compliance with this provision cannot be required.

Calculating Teacher Performance

Teacher Performance is evaluated during the two cycles of formal observations and periodic classroom walkthroughs. A teacher's rating will be attributed to Teacher Performance through a holistic process based upon the following organizational areas and domains aligned to the *Ohio Standards for the Teaching Profession*:

1. Focus on Learning
2. Knowledge of Students
3. Lesson Delivery
4. Classroom Environment
5. Assessment of Student Learning
6. Professional Responsibilities

The Indian Creek Local School District will utilize the Ohio Teacher Evaluation System 2.0 (OTES 2.0) Rubric provided by the Ohio Department of Education, to calculate the Teacher Performance. Specific rubrics from professional organizations will be used to evaluate those teachers not covered under OTES (e.g., nurse, guidance counselor, and teachers who spend less than 50% of their time providing content-related student instruction). The District will also utilize all necessary forms provided through OTES.

High Quality Student Data

In accordance with guidance issued by the Ohio Department of Education, high quality student data may be used as evidence in any component of the evaluation related to the following:

(a) Knowledge of the students to whom the teacher provides instruction;

(b) The teacher's use of differentiated instructional practices based on the needs or abilities of individual students;

(c) Assessment of student learning;

(d) The teacher's use of assessment data;

(e) Professional responsibility and growth.

Shared attribution of student performance data among all teachers in the District, or by building, grade, content area, or other group, is prohibited. The use of student learning objectives is prohibited.

Neither high quality student data nor any other student academic growth measures shall be used to measure student learning attributable to a teacher for the 2020-2021 and 2021-2022 school years.

Evaluation Timeline

Except as otherwise set forth herein, district administrators shall conduct an evaluation of each teacher subject to this policy at least annually. The evaluation shall include: 1) One (1) formal holistic observation of at least thirty (30) minutes and one (1) formal focused observation of at least thirty (30) minutes; and 2) A minimum of two (2) periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth of May. There shall be a concerted effort to avoid conducting observation on days immediately preceding and following holidays.

The first observation will be completed by December 15, and the second observation will be completed by April fifteenth. There will be a minimum of twenty (20) school days between each observation. The OTES 2.0 pre-observation form will be submitted in the Ohio Evaluation System portal within five (5) school days of a formal holistic or a formal focused observation, and a post-observation conference will occur no more than ten (10) school days after a formal observation. A walkthrough will last approximately three (3) to ten (10) minutes and there shall be a concerted effort to avoid the last ten (10) minutes of the class period. A minimum of two (2) walkthroughs as required by state law and a maximum of six (6) walkthroughs may be conducted during the evaluation cycle.

For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three formal observations must be conducted during the last school year of the limited contract by the first day of May unless the third observation is waived by the Superintendent. Each teacher on a limited or extended limited contract shall be provided with a written copy of the evaluation results by the tenth day of May.

The Board evaluates teachers receiving effectiveness ratings of Accomplished on those teachers' most recent evaluations carried out under this policy every three years, so long as the teacher submits a self-directed professional growth plan to the evaluator that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on this basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, Accomplished teachers will be evaluated according to the Ohio Evaluation System. The off-year observation may be formal or informal and discussed during the professional growth plan.

The Board evaluates teachers receiving effectiveness ratings of Skilled on those teachers' most recent evaluations carried out under this policy every two (2) years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher that focuses on specific areas identified in the observations and evaluation, and the evaluator determines that the teacher is making progress on the plan. Such evaluations are completed by May 1 of the evaluation year. Teachers evaluated on a biennial basis are provided a written copy of their evaluation results by May 10 of the evaluation year. In years when an evaluation will not take place, Skilled teachers will be evaluated according to the Ohio Evaluation System. The off-year observation may be formal or informal and discussed during the professional growth plan.

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

a. The teacher was on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board.

b. The teacher has submitted notice of retirement, and that notice has been accepted by the Board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

c. The teacher is participating in a teacher residency program under R.C. 3319.223 for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the State Board of Education for resident educators.

Credentialed Evaluators

The Board will adopt a list of approved external credentialed evaluators. A list of approved external evaluators will be provided to the ICEA prior to adoption by the Board. Each teacher evaluation conducted under this policy shall be conducted by a person: 1) who is eligible to be an evaluator in accordance with ORC 3319.111(D); and 2) who holds a credential established by ODE for being an evaluator. Every evaluator must complete state-sponsored evaluation training and is required to pass an online credentialing assessment.

Professional Growth and Improvement Plans

All professional growth and improvement plans shall align to any District or building improvement plan required for the District or building under the "Elementary and Secondary Education Act of 1965," as amended by the "Every Student Succeeds Act of 2015." Teachers must develop professional growth or improvement plans based on the teachers' most recent evaluation ratings. Teachers may choose their credentialed evaluator for the evaluation cycle from the Board-approved list. The Professional Growth Plan will be completed by November 15.

1. Teachers whose most recent performance rating was Accomplished will develop a self-directed professional growth plan.

2. Teachers whose most recent performance rating was Skilled will develop a professional growth plan collaboratively with their evaluator.

3. Teachers whose most recent performance rating was Developing will develop a professional growth plan guided by their evaluator.

The Professional Growth Plan shall include the following components:

A. Annual Focus consisting of two parts; 1) Student Achievement/Outcomes for Students goal statement, and 2) Teacher Performance on the Ohio Standards for the Teaching Profession goal statement.

B. Supports, resources and professional development needed for the teacher to implement the Annual Focus.

Teachers whose most recent performance rating was Ineffective must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/designee for the evaluation cycle from the Board-approved list. The improvement plan shall include the following components:

A. Improvement Statement consisting of:

1. Performance standard addressed in the plan;
2. Date(s) improvement area or concern observed;
3. Specific statement of the concern: Areas of Improvement.

B. Desired Level of Performance

1. Beginning date;
2. Ending date;
3. Level of performance: Specifically describe successful improvement targets.

C. Specific plan of Action

1. Actions to be taken;
2. Sources of evidence that will be examined.

D. Assistance and Professional Development

1. Specific supports that will be provided as well as opportunities for professional development.

Testing for Teachers in Core Subject Areas

Teachers who teach in a "core subject area" are required to register for and take all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two of the three most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine art, history, and geography.

Retention and Promotion Decisions

District administrators will follow the collective bargaining agreement in making retention and promotion decisions for teachers.

Seniority shall not be a basis for making retention decisions, except when making a decision between teachers who have comparable evaluations.

Removal of Poorly-Performing Teachers

Evaluation results shall be used as a part of retention and promotion decisions and for removal of poorly performing teachers. Seniority, shall not be the basis for a decision to retain a teacher, except when making a decision between teachers who have comparable evaluations.

Highly-performing teachers (Accomplished or Skilled and Master Teacher) may be used as mentors for poorly-performing teachers. The work done as a mentor shall not negatively impact on a teacher's evaluation.

Professional Development

The Board's plan for the allocation of financial resources to support professional development is as follows: In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

State Law Change

If there is a change in state law that impacts this Article of the Agreement, the parties will meet to discuss the effects of these changes and make any necessary adjustments to the language.

ARTICLE IX – LABOR-MANAGEMENT COMMITTEE

A. The Federal Mediation Conciliatory Services (FMCS) training for Labor-Management Committees shall be offered during the fall of each school year if needed. One CEU credit shall be granted for a three (3) hour training session.

B. The Administration and the Association will meet monthly as necessary, October through May, to discuss labor-management problems. A written agenda shall be developed for each meeting and distributed at least 5 days before each meeting. Up to two additional items may be added by each side if the problem becomes known after preparation of the agenda. Notwithstanding the foregoing, a meeting of the Labor-Management Committee may be held at any time to consider a request for the use of the Sick Leave Donation Program as set forth in Article VI, Section A.6. of this Agreement.

C. The chairperson of the meeting shall be on an alternating basis between the Association President and the Superintendent both of whom shall be permanent members of the Committee. The chairperson is responsible for recording minutes of the meeting and distributing them to the members at the next meeting for approval. Those minutes will become a permanent record of the discussions and agreements that occurred between the two parties at the last meeting.

D. Each party may bring up to four additional persons to each meeting.

E. No person shall be considered a member of the committee who has not completed the FMCS training.

ARTICLE X – TERMINATION, DISCIPLINE AND SUSPENSION

Employees may not be terminated or disciplined except for just cause. Discipline shall be subject to the grievance procedure. Termination shall be in accordance with O.R.C. §§3319.16 and 3319.161.

The Union recognizes the Administration's right to discipline employees for just and proper cause. Discipline should be to instruct as well as to punish and shall be progressive in nature while taking into account the seriousness of the violation and consist of the following: (1) documented verbal reprimand, (2) written reprimand(s), (3) suspension, and (4) termination of employment. Should the action of an employee adversely affect the safety of students, or other district employees, in the opinion of the Superintendent or his/her designee, the employee may be suspended immediately until the disciplinary hearing mandated below. Such suspension may be with pay pending final adjudication of the matter.

Employees are entitled to Union representation at any disciplinary meeting. No employee will be disciplined without a pre-disciplinary meeting before the Superintendent or his/her designee. Notice of the meeting will be given to the Local Union President and the employee at least three (3) working days prior to the day of the scheduled meeting. Such notice shall contain a listing of the time and place such event took place and any witnesses to such event.

Each participant in the meeting shall be required to sign off on any discipline letters to be placed in the personnel file, but their signature does not denote agreement to the decision reached in the meeting, and they can submit a rebuttal.

Evidence of discipline shall be removed to a side file after three (3) years provided no intervening discipline has occurred. The side file shall be maintained in accordance with Ohio Public Records Law but may not be used as evidence for future discipline.

ARTICLE XI – RIGHT TO REVIEW PERSONNEL FILE

A. A bargaining unit member shall have the right to review his/her personnel file during normal business hours. In addition, on the day of the regularly scheduled monthly Board meeting, the Superintendent's office shall remain open by appointment until 5:30 p.m. to accommodate access to personnel files. Information that has been given in confidence to the Board in the nature of personal references may be removed in the presence of the teacher.

B. Only one (1) personnel file for each teacher will be kept for the purposes of employment decisions. This will be maintained in the Superintendent's office. File contents shall be limited to items related to work performance, discipline, and routine financial or personal data. No anonymous letters or materials shall be placed in the said file.

C. A bargaining unit member shall have the opportunity to read any material (with the exception of personal references) before it is placed in his/her personnel file. He/she shall also have the opportunity to reply to any material in a written statement to be attached to the file copy.

D. A bargaining unit member has the right to a copy of any item in his/her personnel file upon reasonable request during the normal business hours. These copies will be made at the bargaining unit member's own expense at a rate of ten (10) cents per page.

E. A bargaining unit member shall have the right to designate an association representative, who then shall have access to their personnel file. Said designee shall present written notarized authorization prior to viewing the file.

ARTICLE XII – BARGAINING UNIT MEMBER PROTECTION

A. When in the judgment of a bargaining unit member, one of the bargaining unit member's students requires special attention, the bargaining unit member will inform the principal in writing of this need. A duplicate copy will be retained by the bargaining unit member. The bargaining unit member, principal, and/or assistant principal will meet to discuss the situation within five calendar days. Future action concerning this student will be decided at this meeting.

B. When, in the judgment of a bargaining unit member, a student is seriously disrupting the instructional program to the detriment of other students, or bringing harm to a bargaining unit member and/or students, the bargaining unit member will follow agreed upon student discipline procedures that call for the emergency removal of the disruptive student.

C. Physical force, within the limits of the law, may be used by a bargaining unit member to protect himself or another bargaining unit member and/or student from possible injury or, in an extreme case of breach of discipline, to restrain a disruptive student. Bargaining unit members will report all such instances, physical and/or verbal, to the principal in writing within forty-eight (48) hours giving details of the circumstances of the instances. A copy of the report will be forwarded to the Superintendent. The Superintendent will take whatever action deemed necessary by him or prescribed by the law.

D. The Superintendent will share with the bargaining unit member information pertaining to the incident. The Superintendent will notify the bargaining unit member in writing of the action(s) taken if such a request is made by the bargaining unit member at the time of filing the report.

E. Complaints about teachers received by a Board member, or Superintendent will normally be directed to the teacher's principal. The principal will inform the teacher of the complaint within two working days and afford the teacher an opportunity for a face-to-face meeting with the parent, if the principal believes the complaint can't be handled by phone. If a complaint is not resolved at this level and is referred back to the Superintendent and/or the Board, the teacher may be accompanied to any subsequent meetings by an Association representative.

If a teacher does something in the classroom or elsewhere involving a student(s) that the teacher reasonably believes may result in a complaint against the teacher, the teacher should notify the Principal as soon as possible.

If a written record of a parental complaint is ultimately to be placed in a bargaining unit member's file, the bargaining unit member shall receive a copy of the report, and shall have the right to have a rebuttal attached to the report in the personnel file.

F. No bargaining unit member shall be asked to attend a conference with parent(s) or legal guardian without prior knowledge of the identity of the parent(s) or legal guardian and the nature of the complaint. However, provided with this information, a bargaining unit member shall be required to attend said conference. At a bargaining unit member's request, principals shall be required to attend said conference.

G. If any member of the bargaining unit is to be disciplined or reprimanded by the Board, or a representative of the Board, said member will be given an opportunity to have an Association representative present at that meeting.

H. Sections D and E shall not apply in matters that are under the dual jurisdiction of the District and any law enforcement entity or matters that require a Title IX investigation.

ARTICLE XIII – CURRICULUM IMPROVEMENT COUNCIL

The function of the Curriculum Improvement Council shall be to advise the Board of Education on the development and improvement of curriculum and instruction and to make recommendations to the Superintendent who shall report these recommendations to the Board of Education. The I.C.E.A. may appoint a representative for each building and the Board can appoint an equal number of representatives.

ARTICLE XIV – BUDGETARY ALLOWANCE

Building principals will compile a list of classroom needs from the written classroom supply requests submitted by the faculty. These requests will be maintained in the principal's office for review if requested. Classroom supplies will be ordered by the principals, within budget allowance, using the faculty request forms for guidance.

ARTICLE XV – VACANCIES – INVOLUNTARY TRANSFERS-VOLUNTARY TRANSFERS – TRANSFERS

A. VACANCIES

1. A vacancy is defined as existing when a person resigns, retires, is non-renewed, terminated, involuntarily transferred, or fails to maintain the proper license or when a position is newly created in the District. All vacancies and newly created positions will be posted as described in this Article unless the position is subject to the attrition provision set forth in Article XVI, Section B. Vacancies may first be filled within the building by the principal by reassigning staff. Administration and/or building principal shall interview all the teachers who have submitted bids for the vacancy. All remaining vacancies to be filled by certified staff including promotions and extra-duty positions shall be posted in the office of each building, on the District's website, and sent to all bargaining unit members via school email, as well as a copy sent to the ICEA President at least seven (7) days prior to filling the position. Each posting shall include the following:

    a. Position(s) available, including grade level(s)
    b. Building where vacancy exists
    c. Certification/licensure and requirements for vacancy required by the State Department of Education
    d. Deadline for application (last day for bidding)
    e. Effective starting date

    This posting procedure will allow the Superintendent to inform staff members of vacancies.

2. Bids must be submitted in writing. The bids may be faxed, emailed, or sent through school mail, the postal service, or any other available means.

3. Members of the bargaining unit who qualify and have bid on a vacancy shall be notified in writing of the administration's filling the vacancy within five (5) days from when the Board action was taken or the position was filled.

4. Any work which has been performed by bargaining unit personnel will not be unilaterally assigned to non-bargaining unit personnel.

5. Long-term substitute teachers shall not be used to fill a vacancy. However, if a vacancy occurs after August 1st, a long-term substitute may be used for up to fifty-nine (59) days while qualified applicants are screened and hired. A long-term substitute may also be used in a co-teaching capacity in the event unexpected staffing needs occur during the school year or to replace a regular teacher during a leave of absence.

6. The Superintendent may consider part-time employees for full-time positions.

B. INVOLUNTARY TRANSFERS

1. When it is necessary to involuntarily transfer a teacher to fill a vacancy, the Superintendent or other central office administrator shall schedule a conference with the teacher to be transferred. The teacher may have representation at that conference if he/she so wishes. The Superintendent or other central office administrator may also have representation. The teacher to be involuntarily transferred will be given a reason for the transfer at the conference.

   After this conference, if the Superintendent decides to involuntarily transfer the teacher based on the primary and secondary considerations set forth in Section D. of this Article, the vacancy created by the transfer shall be posted and filled in accordance with Section A. of this Article.

2. When it is necessary to eliminate a class within a grade level, the teacher to be reassigned to another grade level shall be determined based on the following primary considerations in order of priority:

   a. Licensure
   b. Teacher qualifications and performance
   c. Years in the grade level
   d. District seniority

   The Superintendent will make the final determination in deciding which teacher will be reassigned to another grade level.

3. Bargaining Unit members who are involuntarily transferred, during a recess of the school year, will be given up to 8 hours of compensation for packing and unpacking of their classroom. This will be paid according to Article IV (L).

C. VOLUNTARY TRANSFERS

Members of the bargaining unit at any time may inform the office of the Superintendent, in writing, that they would like to be considered for a different assignment or a transfer to another building. (See Teacher Intent Form.) No assignment of an employee to a specific position in the school District shall be made until all pending requests for reassignment or transfer to that position have been given due consideration and written notification. All unfulfilled transfer and reassignment requests terminate at the end of twelve (12) calendar months (September 1 to September 1).

D. TRANSFERS

When a reduction in the number of teachers in a school is necessary, all volunteers shall first be considered by use of the criteria cited in Primary Considerations, after which transfers will be made by use of the same criteria.

1. Primary Considerations

In filling vacancies and reassigning staff, the Superintendent will consider, in priority of order, each of the following:

a. Teaching position needs of the District
b. Teacher qualifications
c. Teacher certification/licensure
d. Past teaching experience and assignments

2. Secondary Considerations

After evaluating the primary considerations, the Superintendent will also consider seniority and teacher performance.

3. The Superintendent will make the final determination in declaring and filling of vacancies and assigning staff.

E. NOTIFICATION OF ASSIGNMENTS

1. All bargaining unit members shall receive their teaching assignments by the second paycheck in July each year. If due to staffing or scheduling needs a late change of teaching assignment is made, notification shall be made as soon as possible.

2. Should any changes in building or teaching assignment occur less than five (5) days before the beginning of school or any time after the beginning of school, the teacher shall be aided in the packing and unpacking of any materials associated with a physical move. If the change is after the beginning of the school year, a substitute teacher will be provided for a minimum of one day to assist in preparation for the change.

ARTICLE XVI – REDUCTION IN FORCE POLICY

A. The Board shall be authorized to suspend contracts to reduce the number of bargaining unit members in the District for any of the following reasons:

1. Decline in pupil enrollment.
2. Return of bargaining unit member(s) from leave of absence.
3. Suspension of school or territorial changes.
4. Financial reasons.

B. Reductions shall first be made through attrition resulting from resignation, retirement, and transfer. The Board may then suspend contracts to complete the reduction plan. In making such reductions as are allowed by the O.R.C., the Board shall take action to suspend contracts in accordance with the recommendation of the Superintendent.

C. All continuing contract bargaining unit members shall be deemed senior to all those bargaining unit members on limited contracts. However, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

D. A bargaining unit member who is eligible for a continuing contract under the provisions of Article VII, shall have their contracts acted upon at the May Board meeting. Said contractual status shall be reflected on the seniority list prior to the finalization of a reduction-in-force list to be acted on by the Board for a proposed Reduction in Force.

E. SENIORITY

1. Seniority will be defined as the length of continuous service within the bargaining unit from the most recent date of hire. Seniority interrupted by approved leaves of absence or reduction-in-force, shall not be lost. Seniority will not accrue during the leaves of absence or reduction-in-force.

2. All bargaining unit members on continuing contracts will be deemed senior to all bargaining unit members on limited contracts.

   Auxiliary tutors and part-time bargaining unit members will each be on separate seniority lists. In the event of a reduction-in-force, auxiliary tutors can only bump

other auxiliary tutors, and part-time bargaining unit members can only bump other part-time bargaining unit members.

3. In determining seniority between bargaining unit members with the same date of employment and the same contract status the following procedure shall be followed:

   a. The date and time on the employment contract which initiates continuous service is received by the District.

   b. If a tie remains, then said tie shall be broken by a drawing of lots.

4. The following conditions will cause a bargaining unit member's name to be removed from the bargaining unit seniority list:

   a. Resignation
   b. Acceptance of a non-bargaining unit position

5. The seniority list, with all certifications listed shall be prepared and posted in each building by September 30th each year. Said list shall be posted for 30 days during which any challenges by bargaining unit members as to the validity of the information contained on the list must be submitted to the Association President who will attempt to resolve any questions of challenge with the Superintendent and a corrected list shall be issued. Unresolved disputes between the Association President and the Superintendent shall be subject to the grievance procedure.

6. Additional certification/licensure will be added to the list as official certification/licensure is presented to the office of the Superintendent. All changes in certification/licensure shall be forwarded to the Association President expeditiously.

7. Except for changes in certification/licensure and contractual status as a result of Board action in May of each year no changes in the seniority list will be made after the challenges have been resolved as required in paragraph 5 above.

8. If a bargaining unit member accepts a District administrative position and there is an administrative reduction in force that affects the former bargaining unit member, then he/she may return to a bargaining unit position if a vacancy exists. Administrators returning to the bargaining unit shall not displace any current bargaining unit member. After serving for five years in the bargaining unit, his/her previous seniority as a bargaining unit member shall be restored. During the five years, the bargaining unit member shall accrue seniority as provided in Section E.1. of this Article.

F. Bargaining unit members whose continuing contracts are suspended shall have the right to be restored to continuing service status in the inverse order of lay-off and when

bargaining unit positions become available for which those bargaining unit members are certified at time of recall.

G. Bargaining unit members who have their limited contract suspended shall have their names placed on a reduction-in-force list for recall for a period of forty-eight (48) months after their contracts were suspended.

H. The following exceptions will cause a bargaining unit member's name to be removed from the list prior to the forty-eight (48) month expiration:

1. Resignation of bargaining unit member.

2. Refusal of regular full-time contract employment in the District by the bargaining unit member while not being employed as a full-time contract teacher in another District.

3. Failure to respond in writing to recall within seven (7) calendar days.

4. Refusal to return to the District for employment twice for any reason during the recall period with the exception of bargaining unit members holding a contract teaching job in another District must return for recall at the end of their limited contract if an opening is available.

I. Bargaining unit members on the recall list will be called back when bargaining unit vacancies occur during their recall periods. Bargaining unit members will be recalled based on certification/licensure they hold at the time of recall. However, seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

J. On or before June 1st of the year following the end of the recall period, the Board will terminate or non-renew contracts of bargaining unit members on the recall list.

K. The Reduction-in-Force List is a list of positions that the Board may eliminate. This Reduction-in-Force list and the financial cost-saving plan prepared by the Board will be available to the Association at least thirty (30) days before implementation of any reduction.

L. A final list of affected employees, after all bumping, transfers, and reassignments have taken place, shall be made available to the Association President at least 30 days prior to Board action to implement a proposed reduction in force. Said notice shall be given to the Association at least 10 days before any individual employees are notified that they are on the list.

ARTICLE XVII – CONFERENCE AND PLANNING PERIOD PROVISIONS

1. Full-time elementary teachers shall have a conference period during a period their students are with a specialist such as but not limited to physical education, music, art, or library. Such conference period scheduling shall be arranged to provide a minimum of forty (40) minutes per school day for teachers in grades K through four.

2. Middle and senior high school teachers shall have planning or conference time of one class period per school day.

3. Any teacher who is assigned to a duty by the principal or has a duty during his/her conference planning period will be compensated at the rate of pay equal to the Step 0 B.A. per diem divided by 7.25 per class period.

4. There will be a sign-up sheet at each building of those teachers who are willing to cover another teacher's class during their planning periods. Assignments will be made from the list on a rotation basis. Whenever a teacher is assigned to cover another teacher's class during his/her planning period, he/she shall receive a rate of pay equal to the Step 0 B.A. per diem divided by 7.25 per class period.

5. If it becomes necessary to reassign students due to the absence of a regular teacher, each teacher assigned to cover that class, or a portion of that class, will receive a rate of pay equal to the step 0 BA per diem divided by 7.25 per class period. This is for teachers who already have students scheduled or a class during this time. No teacher will cover more than one additional class or portion of a class in any one period of the day.

ARTICLE XVIII – DUTY FREE LUNCH

Each teacher employed by the Board shall be granted no less than thirty (30) continuous minutes for lunch each school day, during which time he/she shall not be required to perform any school activity. (Time spent in changing classes is not part of the thirty (30) minutes.) The granting of the lunch period to a teacher shall not be cause for lengthening the school day.

ARTICLE XIX – STAFF ATTIRE

Staff members shall dress in a professional manner.

ARTICLE XX – EXCLUSIVE ASSOCIATION RIGHTS

A. RIGHTS

The Association shall have the exclusive rights as detailed below:

1. The Association shall have the right to transport correspondence from one school to another within the District by school mail.

2. The Association has the right to place correspondence for distribution to staff in mailboxes within the individual buildings.

3. The Association shall have the right to use school bulletin boards in teacher lounge areas.

4. The Association shall have the right to payroll deduction as defined in B below.

5. The Association shall receive the following without charge:

    a. Notices of all regular and special meetings of the Board of Education.

    b. All Board agendas and addenda, received by the Board members except for items related to personal matters other than regular contract renewals and non-renewals or confidential items.

    c. Release time for the bargaining unit representative or designee to attend Board meetings scheduled during the workday if certified personnel matters are to be acted on by the Board.

6. The Association shall have the right to use any school facility during a period when a custodian is on regular duty without charge. Notification of said use shall be made in advance to the appropriate building administrator.

7. The Association shall have the right to address the Board at Board meetings when recognized to do so.

8. The Association shall have the right to address employees at any staff meeting with the principal's permission.

9. The Association shall have the right to represent bargaining unit members on matters defined in the Agreement.

10. ICEA representatives will be present at the beginning of the year new employee orientation.

B. PAYROLL DEDUCTIONS

1. The Board shall provide the following payroll deductions at no cost to members of the bargaining unit. Request for deductions shall be in the Treasurer's Office by the 5th of the month. Deductions will commence on the second pay of the month.

a. Employees credit union
b. Tax sheltered annuity program
c. Sick and accident insurance
d. Political deductions
e. Government Savings Bonds

2. The Board shall also provide payroll deductions for professional dues and assessments at no cost to members of the bargaining unit. Request for professional dues deduction shall be made prior to October 1st of the school year. This information shall be transferred to the District treasurer by November 1. Deductions will commence with the second November payroll and will continue in equal installments through the second payroll in July. Request for professional dues deduction shall be made prior to September 15th. This information shall be transferred to the District treasurer by October 1. Deductions shall commence with the second October payroll and will continue in equal installments through the second payroll in June.

3. The Board will transmit to the Association moneys deducted for professional dues or assessments within three (3) days of the actual payroll deduction.

4. With the transmittal of moneys, the employer shall provide the Union with a list of any employee changes that affect the total Association amount due moneys.

5. Before any bargaining unit member may discontinue authorized professional dues or assessment deductions, the bargaining unit member must notify the treasurer of the Board in writing by September 30th of any school year and the Treasurer of the Board must notify the treasurer of the bargaining unit before discontinuing said bargaining unit member's professional dues or assessment.

6. The Board will deduct any remaining annual deductions due the Association from an employee's final pay when an employee leaves employment or initiates an unpaid leave of absence after the beginning of the year.

C. RELEASED TIME FOR ASSOCIATION WORK

1. An officer of the Association may be excused from school, with approval of the building principal or Superintendent, for his or her conference period, without a reduction in salary.

2. The president of the Association will not be assigned any duties on a regular basis that are assigned to other staff members in that respective building. However, they may be assigned to special duties as needed by the building principal.

3. All officers and representatives of the Association will be permitted to do Association work before, during, or after a school day as long as:

   a. It does not interfere with a parent/teacher conference.
   b. It does not interfere with school operations.

ARTICLE XXI – SCHOOL YEAR

The contract year for members of the bargaining unit shall be divided in the following manner:

1. There shall be one hundred eighty (180) instructional days. Two (2) of these days shall be used as conference days in grades PK through 12. These conference days shall be scheduled collaboratively by staff of individual buildings. Conferences scheduled for a school day shall be six (6) hours in duration including a thirty (30) minute lunch. Conferences scheduled for a half-day shall be three (3) hours in duration. Conferences scheduled for after the standard school day shall be three (3) hours in duration. Instructional days may be scheduled as non-instructional workdays or professional development days as needed. These days shall count in the 180 instructional days.

2. Two (2) one-half days shall be used as clerical or teacher workdays.

3. One one-half (1/2) day shall be used for school year orientation.

4. Two and one-half (2.5) days shall be used for professional development. One (1) of the two and one-half (2.5) days shall be scheduled in the school year calendar and one and one-half (1.5) of the two and one-half (2.5) days shall be scheduled through the Professional Development Committee. Professional development days within the district shall be six (6) hours in duration including a thirty (30) minute lunch. Professional development days scheduled for a half-day shall be three (3) hours in duration. Professional development days scheduled for after the standard school day shall be three (3) hours in duration.

ARTICLE XXII – PROFESSIONAL DEVELOPMENT COMMITTEE

The Board of Education and the Association mutually agree to establish a Professional Development Committee beginning with the 2001-2002 school year. The committee will consist of the Superintendent, the Association President, two (2) teacher representatives from each building, the assistant Superintendent, one (1) elementary principal, and one (1) secondary principal. The elementary building representatives will consist of one (1) from the primary grades and one (1) from the intermediate grades. The teacher representatives shall be appointed by the Association, and the administrative representatives shall be appointed by the Superintendent.

The first meeting of the committee shall be held by September 30th of each year and thereafter as determined by the committee. The chairperson will be elected by the committee. The purpose of this committee is to plan the one and one-half (1.5) days of professional development in collaboration with the calendar committee. The Superintendent and the Association President shall be members of both the Professional Development Committee and the calendar committee and serve as liaisons between the two committees.

PROFESSIONAL DEVELOPMENT

A sheet describing all state and/or federal mandated training that must be completed by bargaining unit members shall be distributed to each employee at the beginning of each school year. Employees may complete this training during the whole faculty study group which is embedded into the school day. Employees may also complete the training, or show proof of having completed the training, on the one-half (1/2) professional development day at the end of each school year. Beginning with the 2010-2011 school year, students will be released early on the last day of the school year, and the remaining one-half (1/2) day may be used to complete the training requirements.

The Administration will keep sign in sheets and the master Certificate of Professional Development Credit form for all District sponsored professional development activities for CEUs for a period of five (5) years. Should a teacher need to get a replacement certificate, there shall be a fee of $5.00 for each document requested. Fees may be waived at the discretion of the Superintendent.

ARTICLE XXIII – SCHOOL CALENDAR

The Indian Creek Board of Education and the I.C.E.A. agree that the school calendar committee will be comprised of three (3) members of the administrative team and three (3) teachers who will represent the elementary, the middle school, and the senior high levels. The teachers will be selected, one from each of the three levels, by the Indian Creek Education Association. When the committee has completed the calendar, it will recommend the new calendar to the Board of Education for adoption.

The Board has the ultimate responsibility for establishing the school calendar.

ARTICLE XXIV – SCHOOL DAY

A. The regular school day, including duty assignments, lunch, faculty and/or departmental meetings when called by the principals, shall not exceed eight (8) hours.

The standard school day for bargaining unit members shall be as follows:

1. High School - 10 minutes prior to the student day and 10 minutes following the student day.

2. Middle School - 1/2 hour prior to the student day and 15 minutes following the student day.

3. Elementary - 1/2 hour prior to the student day and 15 minutes following the student day.

The above standards shall not apply to conference days as defined in Article XXII.

B. Faculty and/or departmental meetings called by the administrators shall not exceed two (2) per month.

C. In emergency situations such as early dismissal or late arrival of buses due to weather conditions, only those persons with previously assigned duties may be required to remain in their assigned building longer than eight (8) hours.

D. Teachers shall participate in the construction of the building duty schedule, both morning and afternoon, prior to assignment of said duties.

ARTICLE XXV – SCHOOL CLOSINGS

A. "Calamity Day" shall be as determined by the Superintendent or Designee. Staff members shall not be required to report for duty when the District or a particular building is closed to all employees due to inclement weather, hazardous road conditions, epidemic, or any other calamity. Eight (8) calamity days shall be built into each school year that need not be made up so long as the state minimums have been reached for hours in each grade level.

B. In the event that the eight (8) calamity days have been reached prior to the end of the school year, the District will utilize remote learning days rather than calamity days. Bargaining unit members may be required to work from their building on a remote learning day.

C. If the commencement of the school day has been delayed for any reason, the length of the delay shall be added to the required starting time to determine the starting time for staff members.

D. Cancellations or delays shall be communicated to the local news media.

E. Early dismissals due to weather or other calamity will entitle bargaining unit members to leave fifteen (15) minutes after the announced time of closing with the exception of those bargaining unit members who have assigned duties.

ARTICLE XXVI – REMOTE LEARNING

A. This article does not apply to online instruction on a remote learning day as specified in Article XXVI – School Closings.

B. Remote Instruction/Online Learning:

1. The district shall be responsible for providing all technology, training and technological assistance necessary for bargaining unit members to teach in a remote environment. This does not include purchasing internet service or other equipment for the bargaining unit member's home.

2. Families and students will be notified of an enhanced acceptable use and confidentiality policy, including their responsibilities for the use of technology and virtual learning, and that the recording, reproduction and publication of live streamed or recorded lessons are strictly prohibited.

3. The District shall provide bargaining unit employees with guidance as to acceptable online platforms, social media, and/or communication tools that may be utilized for remote instruction.

4. The District shall not require or permit video or audio recording of online virtual meetings with a student or students or synchronous online instruction with students unless and until the District has obtained written permission of the parent or guardian of each student in the recording.

5. Teachers are not required to record a lesson while students are present in the classroom. Recording of lessons is an option available as recordings can be done during another time of the day.

6. There shall be no negative impact to any bargaining unit employee's evaluation as a result of the provision of instruction during school closure.

7. Remote/online learning shall not result in any reduction of professional staff.

8. Teachers shall make every effort to ensure the privacy, security and confidentiality of student data and personally identifiable information. Teachers shall not be disciplined in the event that such data or information is inadvertently seen by third parties, such as members of the household, or in the event of a security breach or unauthorized disclosure of such data or information by third parties. The District agrees to defend, hold harmless, and indemnify teachers from any and all demands, claims, suits, actions, and legal proceedings brought against them by a student or a student's family, provided the incident arose while teachers were acting in good faith and not manifestly outside the scope of their official responsibilities.

ARTICLE XXVII – COMPREHENSIVE AGREEMENT

A. This agreement contains all the provisions agreed to by the Board and the Association for the duration of the agreement. All prior agreements or practices not contained herein shall not be binding upon the parties of this agreement. Through the duration of this agreement all provisions will remain unchanged unless mutually agreed to by both parties in writing.

B. All Board rights, powers, duties, and authority are retained by and shall remain exclusively vested in the Board except as clearly and specifically limited by this agreement.

C. The Board and the Association agree that all items in this contract which supersede applicable law and which may permissibly do so under Ohio Revised Code Section 4117.08 shall not be affected by contrary to law provisions. However, should the State Employment Relations Board or any Court of competent jurisdiction, determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provisions shall be automatically terminated but all other provisions of the Contract shall remain in full force and affect.

The parties shall meet within ten (10) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

D. Except as may be expressly limited by law or by some express provision of this agreement, it is understood and agreed that the Board and those empowered to act for and under the Board retain the authority to all matters relating to the operation, management, planning and direction of the school system, and of the schools and of personnel employed therein including staffing and employment.

ARTICLE XXVIII – MAINTENANCE OF STANDARDS

The Indian Creek Local Board of Education shall maintain all terms, conditions, and benefits of employment as contained in the agreement.

ARTICLE XXIX – EQUAL RIGHTS CLAUSE

The Indian Creek Local Board of Education shall be an equal opportunity employer and shall not discriminate against any member of the bargaining unit in terms of wages, hours, assignments, reassignments, layoffs, or suspension or other terms and conditions of employment on the basis of race, religion, color, handicap, national origin, age, marital status or sex.

ARTICLE XXX – DISTRICT CONSOLIDATION/DISSOLUTION AND COMMUNITY SCHOOLS

Any plans, documents and/or information, whether verbal or written, related to the formation or sponsoring of a community school which affects the District, must be provided to the Indian Creek Education Association by the school District as soon as it becomes aware of such plans, documents and/or information. Any plans, documents and/or information, whether verbal or written, related to the consolidation and/or dissolution of the school District, must be provided to the Indian Creek Education Association by the school District as soon as it becomes aware of such plans, documents and/or information.

ARTICLE XXXI – BARGAINING UNIT WORK

A. All work currently performed by bargaining unit members, as well as future work of a similar nature, shall be deemed bargaining unit work. Such work is to be performed solely by members of the bargaining unit.

B. Notwithstanding paragraph A. above, extra-duty positions for which no bargaining unit member applies may be filled by a non-bargaining unit member.

ARTICLE XXXII – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE/MASTER TEACHER PROGRAM

A. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose and Responsibilities

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans of teachers and administrators for course work, continuing education units, and/or other equivalent activities that a District educator proposes to complete meets the standards adopted by the State Board of Education for the renewal of educator licenses.

2. Consortium

a. The LPDC shall function as a part of the Jefferson County Educational Service Center Consortium as long as the Indian Creek Local School District is a member of the consortium.

b. Annually, by March 10th, the Board of Education and the Indian Creek Education Association shall meet to review whether or not to continue in the Jefferson County Educational Service Center Consortium. If no

mutual agreement to withdraw from the consortium is reached, then the District shall continue in the consortium.

3. Terms of Office

Initially, the terms of office for members serving on the committee shall be two or three years as determined by the Board of Education and the ICEA in Section 4 of this provision. All subsequent terms shall be two years.

4. Committee Composition and Selection

a. In accordance with the law, teacher members of the LPDC shall be appointed by the ICEA, and administrator members shall be appointed by the Board of Education or its designee.

b. In the event of an in-term vacancy, the committee member shall be replaced in accordance with a. above.

c. There shall be seven (7) members on the committee and the majority of the members shall be Bargaining Unit Members.

d. Annually, the LPDC shall elect a chairperson by a majority vote.

5. Training of Committee Members

a. Members of the LPDC shall attend training on the purpose, responsibilities, functions and legal requirements of LPDCs.

b. If the available training is during work hours, the committee members shall be granted professional leave.

c. LPDC members shall be reimbursed for necessary expenses incurred as part of the training.

d. LPDC training for committee members shall constitute appropriate "equivalent activities" for the purposes of the committee members own individual development plans to the extent permitted by law.

6. Meeting and Compensation

a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10th each year, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary. A quorum of at least three (3) teachers and (2) administrators shall be necessary in order to hold a meeting.

b. Meetings shall be scheduled after the school day whenever possible. If meetings are scheduled during the school day, committee members shall be granted professional leave.

c. Each Bargaining Unit Member of the committee shall be compensated by an annual stipend of two thousand dollars ($2,000.00) for faithful performance of all committee work based upon the percentage of meetings attended. Members may miss up to one (1) meeting for good cause without a reduction in the stipend.

d. Each Bargaining Unit Member of the committee shall be reimbursed for necessary expenses incurred for attending meetings held outside Jefferson County.

e. For service performed between June and November, the Bargaining Unit Member shall be paid in December. For service performed between December and May, the Bargaining Unit Member shall be paid in June.

7. Administrative Costs

In addition to stipend payments and members' expenses incurred to attend trainings and meetings, the District shall set aside sufficient funds for expenses generated by the LPDC, not to exceed $5,000 annually.

8. Individual Professional Development Plans

The following provision shall only be applicable if the District does not remain in the Jefferson County Educational Service Center Consortium.

a. When the Individual Professional Development Plan (IPDP) of a teacher is to be reviewed, the LPDC committee, as structured in Section 4 above, will consider the plan.

b. When the Individual Professional Development Plan (IPDP) of an administrator is to be reviewed, the ICEA will temporarily remove two (2) of its members from the LPDC, if the administrator so requests such a removal in writing to the committee. In this instance, any meetings to review the IPDP of an administrator will require a quorum of at least two (2) administrators and (1) teacher.

9. Appeal Process

Upon publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the ICEA and the Board shall meet in a timely manner to bargain the appeals procedure that will apply.

10. Confidentiality

All members of the LPDC shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

11. Records

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations to the extent permitted by law.

B. MASTER TEACHER PROGRAM

To encourage the professional growth of teachers and to comply with the requirements of House Bill 1 passed by the legislature in 2009, the Association and Board agree that:

1. A Master Teacher Committee shall be created for the 2010-2011 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of "master teacher" according to standards set forth by the state of Ohio.

2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.

3. Important functions of the committee shall include, but not be limited to: constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "master teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS coordinator.

4. The committee shall consist of a total of five (5) Board employees as follows: two (2) elementary teachers, one (1) middle school teacher, one (1) high school teacher, and one (1) administrator. Said committee teachers shall be chosen by the current Association President. The committee administrator shall be chosen by the Superintendent.

5. Notwithstanding paragraph four in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Teacher members of the committees shall be appointed for a term of three (3) years. The term for the administrator serving on the committee shall be determined by the Superintendent but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent

years teacher member appointments shall consist of "master teachers" who have achieved "master teacher" status through the committee.

6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking minutes during meetings, or assigning minute-taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.

7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members. Applications shall be read without applicant names attached.

8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "master teacher" to the applicant. Upon receiving such appeal, the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting, the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article III.

9. There shall be no more than four (4) meetings of the Committee during each school year, which shall be held quarterly. The first meeting shall be held prior to October first (1st) of each school year. Committee members shall be paid a stipend of Fifty-Five Dollars ($55.00) per meeting attended outside of the school day. The Committee chairperson shall receive a stipend of Sixty-Five Dollars ($65.00) per meeting attended outside of the school day to compensate for additional duties as specified in paragraph six above.

10. Any bargaining unit member who is successful in achieving "master teacher" designation shall receive a stipend of six hundred dollars ($600) in the year they receive their designation. The teacher will then receive an annual stipend of three hundred dollars ($300) in each year they maintain this designation provided they

conduct one (1) Professional Development training each school year. This stipend will be paid in the last check in June following the person obtaining the designation.

ARTICLE XXXIII – CREDIT FLEXIBILITY

As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district in accordance with the State Board of Education's credit flexibility plan:

1. Flexible Credit shall only be available to students for courses currently offered by the school district in its regular programs.

2. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school bargaining unit members chosen by the Association President, one (1) high school administrator chosen by the Superintendent, and the Superintendent or his/her designee. The committee shall also have a 'rotating' member who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid a stipend of Fifty-Five Dollars ($55.00) per meeting attended, not to exceed one (1) meeting every trimester.

3. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified and teaching in the area of flexible credit sought shall be assigned as the teacher of record.

4. The Board's policy on Credit Flexibility shall empower the teacher of record to make the determination about whether credit is/is not granted and what grade is assigned, if applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student identify and agree on the learning outcomes that align with the district's approved curriculum in the context of the student's plan and how these outcomes will be assessed, which shall be documented on a form to be created by the committee.

5. The teacher of record shall be paid a stipend of Seventy-Five Dollars ($75.00) per student, per credit sought, for work associated with the student's Flexible Credit plan implementation. Such work shall be accomplished outside of the regular workday/work year.

6. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

ARTICLE XXXIV – EMPLOYMENT OF RETIRED TEACHERS

In recognition of the enactment of Senate Bill 144, which eased re-employment restrictions for State Teachers Retirement System (STRS) Retirees, the following terms and conditions relating to the employment of retirees, will prevail in the Indian Creek Local School District.

A. For purposes of this article, a Retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio.

B. Where a teaching vacancy exists, the Board may consider and employ a Retiree upon the recommendation of the Superintendent, subject to the provisions set forth below.

C. A bargaining unit member who is eligible for service retirement under the STRS and retires, may be rehired under a one (1) year limited contract, which shall automatically expire at the end of its term. Upon the expiration of the one (1) year limited contract of a retired/rehired employee, the position shall be posted in accordance with Article XVI, Section A (Vacancies-Involuntary Transfers-Voluntary Transfers-Transfers). The bargaining unit member must provide the Board with notice of his/her intent to retire under this provision by June 1 in order to be employed for a whole year. The year under this provision shall be the school year or portion thereof in which the rehiring took place. The retired bargaining unit member shall be paid at Step Seven of the salary schedule commensurate with his/her training for the duration of employment with the school district and shall have no seniority in the bargaining unit. All other terms and conditions of employment will be as set forth below. The Board, in its sole discretion, may rehire a retired teacher on a year-to-year basis under a one-year limited contract. Each contract shall automatically expire at the end of its term. The provisions of Article XII (Teacher Non Reappointment Procedure) shall not apply. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.

D. A Retiree shall not be entitled to participate in the insurance benefits provided to bargaining unit members under Article V of this Agreement with the exception of the Life Insurance provisions of Article V, Section B. of this Agreement.

E. A Retiree shall not have any seniority in the bargaining unit. The Retiree will not benefit from the longevity steps on the salary schedule.

F. A Retiree is eligible for a supplemental contract at the discretion of the Superintendent.

G. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Section 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, 3319.141 and 3319.17, and all other applicable laws, and this Article of the Agreement will not be grievable under the grievance procedure or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

H. Current retire/rehires shall be grandfathered for the duration of their current contracts. Such employees may be rehired in the sole discretion of the Board under one-year limited contracts, which shall automatically expire at the end of its term, and shall be paid at Step Seven of the salary schedule commensurate with their training for the duration of employment with the school district. However, it is the specific intention of the parties that all retire/rehires, including those who are grandfathered, shall not have any seniority in the bargaining unit and that this provision apply retroactively.

ARTICLE XXXV – DURATION/LIVING CONTRACT

This contract shall take effect September 1, 2024, and shall remain in effect until August 31, 2027, at which time it shall expire. In the event that the Board and the Association fail to secure a successor agreement prior to the expiration of this Agreement, the parties may mutually agree, in writing, to extend this Agreement for any period of time.

With the ratification of this Agreement, it is the intent of the Board and the Association to create a living document to which additions, modifications or amendments may be made to address issues of mutual concern as they arise.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

ARTICLE XXXVII – SIGNATURES

IN WITNESS WHEREOF, the Agreement is hereby attested to by the signatures affixed below on this 20th day of June, 2024, at Wintersville, Ohio.

FOR THE BOARD:

Dr. Ted Stickey
President, Indian Creek Local Board of Education

Superintendent

Treasurer

FOR THE ASSOCIATION:

Karen A. Lloyd
President, I.C.E.A.

Head Negotiating Team Member

Head Negotiating Team Member

APPENDICES

Grievance Form

Grievance Receipt Form

Grievance Disposition

Consensus Statement on Disciplinary Procedures

Request for Sick Leave Donation Program

Authorization of Donation to Sick Leave Donation Program

Teacher Intent and Transfer Request Form

GRIEVANCE – CERTIFIED STAFF

Step I_____ Step II _____ Grievance Number _____

Name of Grievant _____

Date of Filing _____ Building _____ Assignment _____

Date of Event Giving Rise to Grievance _____

Date of Informal Meeting _____

Section(s) of Agreement Allegedly Violated _____

The statement must address each of the specific provisions of the agreement allegedly violated.

Statement of Grievance: _____
_____
_____
_____
_____
_____

Relief Sought: _____
_____
_____

_____ _____
Date Signature of Grievant

_____ _____
Date Signature of Principal/Superintendent

GRIEVANCE – RECEIPT FORM

Grievance Number:_____ Step: _____

Delivered By: _____

Received By: _____

Date: _____

Time: _____

GRIEVANCE DISPOSITION

To: _____

Date: _____

This is to inform you that your grievance filed on _____

at Step _____ was disposed of as follows:

(The response must answer each of the specific provisions of the agreement allegedly violated.)

Date of Hearing: _____

Present at Hearing: _____
_____
_____
_____

_____ _____
Grievant Signature Date

_____ _____
Principal/Superintendent Signature Date

CONSENSUS STATEMENT ON DISCIPLINARY PROCEDURES

The Indian Creek School District administration and the Indian Creek Education Association agree that disciplinary procedures should be clearly communicated to all staff.

Additionally, in the spirit of Positive Behavior Intervention and Supports, administration and teachers should collaborate on how they will recognize when students are meeting behavioral expectations. Conversely, they will also collaboratively determine how they will recognize when students are not meeting behavioral expectations.

Because every school has a unique climate, behavioral interventions should be based on the needs of the learning community[1]

[1] Association, N. E. (n.d.). *Poositive Behavior Intervention and Supports: A Multi-tiered Framework that Works for Every Student.* Washington, D.C.: NEA Education Policy and Practice Departement.

REQUEST FOR SICK LEAVE DONATION PROGRAM

Bargaining Unit Member's Name _____

I am requesting _____ (number of days) from the Sick Leave Donation Program.

The reason I am requesting a sick leave donation is:

1. I understand that my request will be considered and granted only if there are days donated by fellow bargaining unit members to the Sick Leave Donation Program.

2. I understand that the number of days granted cannot exceed the number of days that have been donated up to a maximum of thirty (30) days for the same illness, as needed, and as approved by the Labor-Management Committee per school year regardless of the number of requests. After the thirty (30) days have been exhausted, I understand that I shall be advanced five (5) days, if needed, provided that there is sufficient time remaining in the current year to recover the five (5) advanced days.

3. I have read the guidelines for use of the Sick Leave Donation Program in the Negotiated Agreement.

4. I understand that I am only eligible to use the Sick Leave Donation Program during the current school year.

I have read all of the above statements and agree to abide by the conditions.

Date _____

_____
Name of person making request

(Name may be withheld on donation request form upon request of person making request for Sick Leave Donation Program)

I DO _____ I DO NOT _____ request that my name be withheld

Union Approval

Date:_____ Signature:_____

Board Approval

Date:_____ Signature:_____

One copy of this form should be returned to the Superintendent and one copy should be sent to the Association President.

AUTHORIZATION OF DONATION TO SICK LEAVE DONATION PROGRAM

I have read the Request for Sick Leave Donation Program and agree to donate _____ days

For the Sick Leave Donation Program to _____

Name of Employee Receiving Donation
(Name may be withheld upon request)

I currently have a total of _____ days accumulated sick leave.

Date: _____

Name of Employee making donation: _____

_____

Signature

This form should be returned to the Labor-Management Committee via the Treasurer's Office.

Indian Creek Local School District
Teacher Intent and Transfer Request Form

TO: All Certified Staff
FR: Superintendent of Schools

In order to help meet staffing requirements of the District, the following information about your teaching intentions for next year is needed:

The information requested is to be returned to your building Principal by February 1 or the next school day that follows that day if February 1 is on Saturday or Sunday.

Name: _____ School: _____

I intend to retire this summer (circle one): Yes No I do not know at this time

I would like to change my teaching assignment to the following building: _____

If I move to another building, I would like to teach the following grade and/or subject:

_____

Comments or other items that may need to be known to make the proper placement for next school year:

_____

_____

_____