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Negotiated Contract

between the

FINNEYTOWN EDUCATION ASSOCIATION
an affiliate of the
OHIO EDUCATION ASSOCIATION
and the
NATIONAL EDUCATION ASSOCIATION

and the

FINNEYTOWN BOARD OF EDUCATION
of the
Finneytown Local School District

Effective:

AUGUST 1, 2025 through JULY 31, 2027

TABLE OF CONTENTS

Page

ARTICLE I: ORGANIZATIONAL MATTERS 1
1.01 RECOGNITION 1
1.02 DEFINITION OF THE BARGAINING UNIT 1
1.03 PROOF OF ASSOCIATION REPRESENTATION 1
1.04 PROFESSIONAL NEGOTIATIONS PROCEDURE 1
1.05 IMPASSE 3
1.06 PROVISIONS CONTRARY TO LAW 4
1.07 SCOPE OF AGREEMENT 4
1.08 LENGTH OF CONTRACT 4
1.09 ASSOCIATION RIGHTS 4
1.10 ASSOCIATION RESPONSIBILITIES 6

ARTICLE II: WORKING CONDITIONS 7
2.01 CURRICULUM INPUT 7
2.02 DEBATABLE ISSUES IN THE CLASSROOM 7
2.03 DUTY-FREE LUNCH 7
2.04 FACILITIES AND CLASSROOM ENVIRONMENT 7
2.05 INTERNAL SUBSTITUTION 8
2.06 LENGTH OF MEMBER WORKDAY 8
2.07 MILEAGE COMPENSATION 9
2.08 NUMBER AND TYPES OF PREPARATIONS 9
2.09 PREPARATION PERIODS 9
2.10 SCHOOL CALENDAR 10
2.11 STUDENT TEACHER 10
2.12 TEACHING AND NONTEACHING DUTIES 11
2.13 TRAVELING TEACHERS 11
2.14 OPENING DAY 11
2.15 INCLUSION 11
2.16 STUDENT MEDICAL NEEDS 11
2.17 HIRING OF RETIRED CERTIFICATED MEMBERS 12
2.18 MULTIPLE LICENSURE REQUIREMENT 12
2.19 VAN TRANSPORTATION 13
2.20 EMERGENCY SUBSTITUTE TEACHER LESSON PLANS 13

ARTICLE III: PERSONNEL MATTERS 14
3.01 COURT APPEARANCE AND JURY DUTY 14
3.02 GRIEVANCE PROCEDURE 14
3.03 LIMITED AND CONTINUING CONTRACTS 18
3.04 PERSONNEL FILE 19
3.05 REDUCTION IN FORCE 19
3.06 SELECTION TO BOARD-APPOINTED COMMITTEES 21
3.07 TERMINATION 21
3.08 VACANCIES AND TRANSFERS 21
3.09 SENIORITY 23
3.10 TEACHER EVALUATION 24
3.11 CONTINUING CONTRACT ELIGIBILITY 25
3.12 CONTRACT NONRENEWAL 27
3.13 PROGRESSIVE DISCIPLINE 27

ARTICLE IV: LEAVES 28
4.01 LEAVE OF ABSENCE 28
4.02 ASSAULT LEAVE 28
4.03 EXCHANGE TEACHING LEAVE 29
4.04 HEALTH LEAVE 29
4.05 MILITARY LEAVE 30
4.06 CHILDCARE LEAVE 30
4.07 PROFESSIONAL LEAVE 31
4.08 SABBATICAL LEAVE 31
4.09 SICK LEAVE 31
4.10 PERSONAL LEAVE 33
4.11 UNPAID ABSENCES 34
4.12 CALAMITY DAYS 34

ARTICLE V: SALARY AND BENEFITS 35
5.01 DISTRIBUTION OF REGULAR PAYCHECKS 35
5.02 IMPLEMENTATION OF SALARY SCHEDULE 35
5.03 SALARY INDEX 36
5.04 SEVERANCE PAY 36
5.05 SUPPLEMENTAL CONTRACTS & COMPENSATION & EXTENDED SERVICES 37
5.06 DENTAL INSURANCE 38
5.07 HOSPITAL/MEDICAL INSURANCE 38
5.08 TERM LIFE INSURANCE 40
5.09 STRS TAX SHELTER PICK UP 40
5.10 ADMISSION OF EMPLOYEES' CHILDREN AS TUITION-FREE STUDENTS 40
5.11 RETIREMENT ASSISTANCE PLAN 40
5.12 TUITION REIMBURSEMENT 42
5.13 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 42
5.14 RESIDENT EDUCATOR MENTOR PROGRAM 42
5.15 PAYROLL DEDUCTIONS 43

EXECUTION OF CONTRACT 45

APPENDIX A 46
APPENDIX B-1 48
APPENDIX B-2 50
APPENDIX B-3 51
APPENDIX C 52
APPENDIX D 53
APPENDIX E-1 54
APPENDIX E-2 55
APPENDIX F 56
APPENDIX G-1 58
APPENDIX G-2 59
APPENDIX H 61

ARTICLE I:
ORGANIZATIONAL MATTERS

1.01 RECOGNITION

The Finneytown Local School District Board of Education, referred to as the "Board", recognizes the Finneytown Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the "Association", as the bargaining unit to be the sole and exclusive representative for those certificated personnel employed by the Board in positions included in the listing in provision 1.02, Definition of the Bargaining Unit, below.

1.02 DEFINITION OF THE BARGAINING UNIT

The bargaining unit shall be defined as including all certificated employees issued either a regular limited or continuing teaching contract by the Board, excluding all tutors, substitute teachers, instructors for the homebound, the summer school director, the community education director, network administrator, communications coordinator, all administrators who are under contract to the Board pursuant to 3319.02 of the Ohio Revised Code and/or all other supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibilities to make recommendations thereon.

1.03 PROOF OF ASSOCIATION REPRESENTATION

1.0301 The Board agrees to recognize the Association as the sole and exclusive agent representing the members of the bargaining unit, as defined in provision 1.02, as long as it represents a simple majority of the bargaining unit. Said recognition includes the agreement to bargain only with the Association. If the number of requests for dues deductions indicates representation of less than a simple majority of the bargaining unit in any school year, the Association shall provide the Board with a list of members of the bargaining unit who are dues paying members of the Association sufficient to prove majority representation provided the Board requests said list no earlier than sixty (60) days and no later than seventy-five (75) days after the start of that school year.

1.0302 If the list of dues paying members submitted to the Board fails to include more than fifty percent (50%) of the employees eligible for membership in the bargaining unit, then the Board may request that the State Employment Relations Board (hereinafter SERB) conduct a bargaining agent election. This negotiated Contract shall remain in full force and effect until the SERB has certified the result of the election. If the Association is declared the bargaining agent, this negotiated Contract shall continue to the expiration date set forth in provision 1.09. If the Association is not declared the bargaining agent, this negotiated Contract shall remain in full force until a replacement contract has been negotiated and adopted.

1.04 PROFESSIONAL NEGOTIATIONS PROCEDURE

1.0401 Intent to Bargain in Good Faith

The Association and the Board agree to enter into and conduct negotiations in good faith which means that each shall be willing to make proposals, consider

the other party's proposals, and offer counterproposals, in an effort to reach a mutually agreeable position. However, the unwillingness of one party or the other to change its position(s) on an issue(s) shall not constitute bad faith.

1.0402 Initiating Negotiations

The Association and the Board shall mutually agree upon the dates, the time and location of the negotiations sessions before May 15th. The Association shall send an email to the Board confirming the date, time and location of the negotiation sessions.

1.0403 Negotiations Sessions

A. The parties shall meet at a time and place as established under Section 1.0402 of this provision for the first negotiations session. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session. An attempt will be made by the teams to schedule at least one (1) session per week.

B. Written proposals shall be exchanged by the parties at the first session unless otherwise mutually agreed. The party requesting negotiations shall present and explain its proposals first. The other party shall then present and explain its proposals. Subsequently, no new proposals shall be considered unless mutually agreed by the parties.

C. Sessions shall be scheduled after school hours unless mutually agreed to by the teams and authorized by the Board. Should a session(s) be scheduled during school hours, no member of the Association's team shall incur a loss of pay.

1.0404 Negotiations Teams

A. Each team shall be made up of no more than five (5) people of that party's choice. Each team shall designate a chairperson.

B. Each party may have no more than three (3) people to act as observers at any one time. Presentations may be made by consultants upon specific items under discussion. Notice, including the name of the consultant and the subject, shall be given at least one (1) day prior to the session. The notification requirement may be waived and additional special consultants may make formal presentations with the mutual agreement of the parties.

1.0405 Information

The parties agree to make available to each other, upon written request, all available public information.

1.0406 Caucuses

Either group shall have the right to hold an independent caucus at any time. Each time a caucus exceeds forty-five (45) minutes, the team(s) in caucus shall notify the other team(s) of the need for additional time.

1.0407 Item Agreement

As negotiated items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding nor as a final agreement by the parties until ratified by the Association and the Board ..

1.0408 Agreement

A. When an agreement on all items is reached by the teams, copies of the agreement shall be signed by the chairperson of each negotiations team. Each team shall recommend approval of the agreement, the Association's team to the Association membership and the Board's team to the Board.

B. The agreement between the teams shall be presented to the Association for ratification within eight (8) workdays of the date on which it was signed. Upon ratification by the Association, a letter confirming the Association's vote shall be sent to the Board. The Board shall meet and consider the agreement of at its next regularly scheduled Board meeting. After ratification by both the Association and the Board, the agreement shall be the negotiated Contract between the parties and shall supersede any and all existing Board policy(ies) with which it may conflict.

C. Only if the agreement is ratified and approved by both the Association and the Board, shall it be implemented by the Board.

1.05 IMPASSE

1.0501 In the event that agreement has not been obtained on any or all issues being negotiated within sixty (60) days of the first negotiation session, either party may declare impasse on issues being negotiated by presenting the other party with a written declaration of impasse. However, the parties may mutually agree to withdraw any negotiations issues and submit them to ratification procedures as set forth in Section 1.05 of this negotiated Contract.

1.0502 If an impasse is declared by one of the parties, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for assistance in resolving the issues at impasse. The selection of the mediator and the conduct of the mediation shall be in accordance with the rules of the FMCS. The individual selected to be the mediator shall not reside within the District. Both parties agree to meet with the mediator and to attempt to reach agreement. The mediator shall meet with both parties forthwith, either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediation procedure shall not exceed thirty (30) calendar days, unless mutually agreed to by both parties.

1.0503 Only if the parties, after exhausting all requirements of this provision, are unable to reach agreement, shall the members of the bargaining unit represented by the Association have the right to strike provided that the Association has given a ten (10) day notice of an intent to strike to the Board and to the State Employment Relations Board as required by ORC Section 4117.14.

1.0504 In the event the impasse procedures of this negotiated Contract have not been completed prior to its expiration date as set forth in provision 1.09, the parties agree that the expiration of this Contract and any part thereof shall be extended automatically until all of the impasse procedures above have been completed.

1.0505 The dispute resolution procedure set forth in this provision is intended to supersede any such procedure contained in Ohio Revised Code Chapter 4117.

1.06 PROVISIONS CONTRARY TO LAW

1.0601 If any provision(s) or part(s) thereof in this negotiated Contract shall be found to be unlawful by a court of law with jurisdiction over this District or by an act of the federal and/or state legislature(s), then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the negotiated Contract.

1.0602 In the event a provision(s) or any part(s) thereof in this negotiated Contract is found to be unlawful or unworkable because it is unlawful, negotiations shall commence within fifteen (15) days of that determination to reach agreement on a mutually satisfactory and lawful replacement provision.

1.07 SCOPE OF AGREEMENT

This negotiated Contract constitutes the sole and entire agreement between the parties on all issues presented and considered during the negotiation of this negotiated Contract. It replaces and supersedes any and all previously negotiated contracts by and between the Association and the Board. This provision shall not operate to bar future negotiations over any subject(s) or matter(s) which the Board and the Association mutually agree to negotiate, nor shall it operate to bar negotiations on issues as outlined in ORC 4117.08.

1.08 LENGTH OF CONTRACT

This negotiated Contract shall commence on August 1, 2025 and expire on July 31, 20257.

1.09 ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights as the agent of the bargaining unit. No other organization which does and/or may desire status as the agent of the bargaining unit shall be granted these organizational rights during the term of this negotiated Contract:

1.0901 Use of all bulletin boards in faculty lounges, lunchrooms, and workrooms.

1.0902 Payroll deduction of Association membership dues and assessments, as authorized by members without cost to the Association and/or the member(s). A member wishing deduction for dues and/or assessments must file his/her

written request for same with the Treasurer of the Board by October 31 of each year. The member may delegate the filing of the request to the Association. The total amount of deductions will be prorated in ten (10) equal consecutive installments effective with the November pay period as the starting point for each year. For those Association members who authorize payroll deduction of dues and assessments after October 31, the Board Treasurer shall begin equal deductions with the first paycheck following his/her receipt of such authorization and continue said deductions with each paycheck up to and including the August paycheck.

1.0903 To make announcements at all building, grade level, department and faculty meetings at a time mutually agreeable to the building administrator and the Association representative. Announcements on public address systems and in written faculty bulletins shall be made and/or included by the building administrator provided the announcement has been submitted in writing in advance of the time the announcement/bulletin is customarily given/prepared.

1.0904 Use of school buildings and facilities provided there is no interference with school use, at no cost over and above the reasonable and customary expenses associated with the building, and prior permission for the use is obtained from the building administrator.

1.0905 One (1) copy of all agenda, minutes, and other public information available to Board members before each Board meeting shall be made available to the Association's designee when they become available. In addition, the Association President shall be informed at the same time the Board members are informed of any and all agenda changes made after the above materials have been distributed to the Board members.

1.0906 To be provided free of charge, upon request, a copy of any financial document(s) or other report(s) which is(are) a matter of public record.

1.0907 Access to the schools by representatives of the Association, provided such presence is made known to the school office and the member(s) is(are) not interrupted while meeting with a class or while on supervisory assignment.

1.0908 Up to one (1) hour at a time mutually agreeable to the Superintendent and Association President during the District's general staff meeting and up to one-half (1/2) hour at the District staff/building/department meetings in each building following the District's opening staff in-service day meeting for the purpose of general communication to members of the bargaining unit.

1.0909 Upon request, Association leave with pay shall be granted to members of the bargaining unit subject to the following provisions:

A. The request for the substitute teacher(s) shall be made no later than the close of school on the day prior to the use of Association leave;

B. A collective maximum of six (6) days per year shall be permitted;

C. Unused days may be accumulated to a total of twelve (12) but not more than twelve (12) days may be used in a given school year;

D. During the term of this Contract, not more than twelve (12) days of Association leave will be granted.

1.0910 The right to use school mailboxes, e-mail system, and the interschool mailing system without cost to the Association.

1.0911 The right of notification to the Association President of all Board meeting(s) at least forty-eight (48) hours in advance of said meeting(s). However, in the case of an emergency meeting, the Association President shall be notified at the same time Board members are notified of that meeting.

1.0912 The right to conduct Association business during the member workday provided it is not during class time and there is no prolonged or continual interruption of planning time.

1.0913 The right to receive a printed directory containing names, addresses, phone numbers, and school assignments of all members no later than November 1 of each school year. In addition, the name, address, phone number, and school assignment of members newly employed during the term of this negotiated Contract shall be available on request.

1.10 ASSOCIATION RESPONSIBILITIES

1.1001 The Association shall represent all members equally without discrimination regardless of their membership or non-membership in the Association.

1.1002 The Association recognizes that it is the responsibility of both the Board and the Association to adhere to and cooperate in enforcing any and all provisions of this negotiated Contract.

ARTICLE II:
WORKING CONDITIONS

2.01 CURRICULUM INPUT

Each time the Board decides that an instructionally related matter needs review and/or revision by committee, it shall appoint a committee to consider and make recommendations concerning that instructionally related matter. This committee shall include administrators and members of the bargaining unit representing the appropriate school(s), grade level(s), and/or subject area(s). The committee shall report its recommendations to the Board before the Board acts on said instructionally related matters. Members serving on the curriculum committee shall be compensated at a rate of twenty-eight dollars ($28.00) per hour for committee meetings held after the end of the workday. In addition, committee members shall receive CEU's for his/her participation in the committee.

2.02 DEBATABLE ISSUES IN THE CLASSROOM

2.0201 When debatable or controversial issues arise in the classroom either as the result of a course of study or student questions, the member has the responsibility to handle the issues in a manner appropriate to the level of understanding and maturity of the students.

2.0202 If a parental complaint about the handling of such an issue is directed at a member, said member shall be:

A. Advised of the complaint by the building administrator;

B. Provided an opportunity to discuss the matter with the building administrator first and then, if requested, with the Superintendent. The administration shall take no action against a member and/or make any recommendation to the Board because of such a complaint unless these meetings have taken place or unless the member has refused to attend such meetings knowing that action may be taken against him/her;

C. Invited to serve as a member of any committee established for the specific purpose of reviewing the issue and making recommendations to the Superintendent and/or Board.

2.03 DUTY-FREE LUNCH

Each member of the bargaining unit shall be granted at least thirty (30) consecutive duty-free minutes for lunch each school day, during which time he/she shall not be required to perform any school/work activity. The granting of the lunch period to the members shall not be cause for lengthening the member workday.

2.04 FACILITIES AND CLASSROOM ENVIRONMENT

Work order forms shall be submitted online, and shall be accessible to all members.

2.05 INTERNAL SUBSTITUTION

2.0501 Substitutes shall be employed, when available, for all members of the bargaining unit who are absent from their assigned class(es). After reasonable effort has been made to secure a substitute teacher, if it is necessary to secure another member during his/her preparation period to cover the assigned class of the absent member; this process shall be called "internal substitution." The administrator of the building to which that member is assigned shall secure the member(s) for internal substitution only in the following manner:

A. First, an attempt shall be made by the building administrator to cover each class of the absent member voluntarily from among those members in the building on a planning period. The building administrator shall make a reasonable effort to equalize the opportunities to volunteer during the course of each school year.

B. If no member voluntarily accepts said opportunity, the assignment of the class to a member shall be made on a rotating basis from those members on a planning period during that class.

2.0502 Each member who covers a class of an absent member either by assignment or voluntarily shall be paid at the rate of twenty-seven dollars ($27.00) per class period or portion thereof.

2.0503 This provision does not preclude the collegial substitution of a member(s) for another for the incidental absence of a member for up to two (2) hours when such absence is not charged to authorized leave and is approved by the building administrator. Any substitution in this manner shall be without internal substitution pay.

2.0504 When an absent member’s class is divided into other classrooms, each member who receives students, shall be paid the current substitute pay rate divided by the number of members who receive students into their classrooms. This shall also apply to members who teach specials.

2.06 LENGTH OF MEMBER WORKDAY

2.0601 The length of the workday shall be no more than seven (7) hours and thirty (30) minutes.

2.0602 None of the time a member is required to be at school before and/or after the regular student day may be counted as part of the member's preparation time as provided by provision 2.09, Preparation Periods, of this negotiated Contract. In addition, the lengths of the member workdays which are not regular student days, including but not limited to days scheduled for in-service, opening or closing of school year activities, and student examination days, shall be the same length as if they were regular student days. The only exception shall be that members may be expected to attend no more than one (1) staff meeting per week unless a crisis endangering the health and/or safety of student(s) and/or member(s) occurs which demands immediate attention, and such other meetings occurring outside the regular staff day which members have been expected to attend in the past.

2.0603 There shall be no assignment of extra duties, conferences, and/or meetings on Saturdays, Sundays, legal and religious holidays, and vacation days, except for those duties for which members have accepted supplemental contracts.

2.07 MILEAGE COMPENSATION

2.0701 When any member of the bargaining unit is required to use his/her personal automobile for the completion of assigned responsibilities and/or District business, the Board shall compensate said member at the highest rate allowable by Internal Revenue Service guidelines in effect during the month of such usage. Such compensation shall be available only if the member has the prior permission of the Superintendent for such use of his/her personal automobile. Members shall not be reimbursed for routine commuting between home and school. These assigned responsibilities and/or District business shall include but not be limited to members who transport student work from designated site to designated site at the request of administration.

2.0702 No member shall be required by the Board to transport any student(s) and/or District employee(s) in his/her personal vehicle.

2.0703 Claims for mileage compensation shall be made on forms provided by the Board (Appendix A) and available in each school office. Claims must be submitted within thirty (30) days of the last date of usage reported on the form.

2.08 NUMBER AND TYPES OF PREPARATIONS

When possible, without disrupting and/or adversely affecting the educational program and/or incurring additional cost, the total number of academic preparations at the secondary campus shall not exceed three (3) preparations per day per member. Members of the bargaining unit shall not be required to teach courses for which they do not have a valid teaching certificate.

2.09 PREPARATION PERIODS

2.0901 Each member of the bargaining unit assigned to an elementary school(s) (grades K-6) during the student day shall be provided with two hundred (200) minutes per work week for planning, preparation and conferences. Planning time shall be used exclusively for performing job related duties, including but not limited to, planning, preparation, and conferences. Preparation time shall be exclusive of duty scheduling and passing time. Any fragment of time less than fifteen (15) minutes shall not be defined as preparation time. Whenever possible preparation periods each shall be no less than thirty (30) consecutive minutes. Each member of the bargaining unit who works at the secondary level (grades 7-12) shall be provided not less than one (1) preparation period during each student day for planning, preparation and conferences; the preparation period shall be equal to one (1) class period.

2.0902 All preparation periods for each member shall be scheduled during the student day exclusive of that member's thirty (30) minute duty-free lunch period.

2.0903 No member shall be scheduled regularly to supervise students during his/her preparation period. Every effort will be made to schedule conferences with specialists at times that are mutually agreeable.

2.0904 Preparation periods shall be available only to those members who have contracted to work a full school day and who are required to provide student instruction, lesson plans, and student grades as part of their regular duties. Counselors and librarians shall arrange planning time in amounts commensurate with other building staff with their building principals. Deans of Students shall not be eligible for preparation periods.

2.0905 All parties agree and acknowledge that on days when the start of school is delayed or when school is released early, when school is closed for holidays or calamities, or when the schedule has been altered due to testing, a teacher(s) may not receive the weekly and/or daily planning time contemplated by this section.

2.10 SCHOOL CALENDAR

2.1001 The Board shall adopt a school calendar each year. The Superintendent shall deliver the school calendar which he/she intends to propose to the Board and to the Association President not less than twenty (20) school days prior to recommending it for approval by the Board. The Association President shall report the concurrence or suggestions for change of the members of the bargaining unit to the Superintendent for consideration within ten (10) days of the Association President's receipt of that proposed calendar. The Board shall adopt the calendar at its discretion after consideration of all Association-proposed changes.

2.1002 The Association shall be provided with the opportunity to make suggestions to the Superintendent and Board prior to any change and/or amendment by the Board to an existing calendar(s). Amendments and other changes to the calendar shall be at the discretion of the Board.

2.1003 The work year for members of the bargaining unit shall not exceed one hundred eighty-six (186) days. There shall be no Sundays, and/or legal holidays scheduled as workdays in any school calendar adopted by, changed by, or amended by the Board. There shall be no Saturdays scheduled as workdays in any school calendar adopted by, changed by, or amended by the Board unless the Association mutually agrees. Notwithstanding the above, the Board of Education reserves the right under Ohio Revised Code section 3313.481 to alter the school calendar. Prior to implementing this change, the Board of Education shall notify the Association, in writing, of the change. Any change pursuant to the statute shall begin at the beginning of the school year.

2.11 STUDENT TEACHER

2.1101 No member shall be assigned a student teacher without that member's prior consent. Neither refusal nor acceptance of student teacher supervision shall be a part of any members' evaluation.

2.1102 On request, the Superintendent shall provide the Association with a current list of student teachers, listing their teaching assignment and their supervising teachers.

2.1103 In the event that the member serving as the cooperating teacher or the building administrator deems it necessary to terminate the assignment of a student

teacher, a conference shall be arranged immediately to include that member, building administrator, student teacher, his/her immediate supervisor, and the Superintendent.

2.12 TEACHING AND NONTEACHING DUTIES

Members of the bargaining unit shall not be required to perform the duties normally assigned to a custodian they are not presently required to perform as of the execution date of this negotiated Contract.

2.13 TRAVELING TEACHERS

2.1301 The term "traveling teacher" shall be defined as any and all members of the bargaining unit who have been assigned duties in more than one school in any workday during the member work year. No traveling teacher shall be required to use his/her lunch period or preparation period to travel. A minimum of fifteen (15) minutes will be scheduled between the termination of the last class to which each traveling teacher is assigned in one school and the beginning of the next class to which that traveling teacher is assigned if it is in another building.

2.1302 Each member who is required by the District to use his/her personal automobile shall be reimbursed according to the mileage compensation provision of this negotiated Contract. However, members shall not be reimbursed for their routine commuting between home and school.

2.1303 The building in which any traveling teacher spends the majority of his/her work day shall be designated as that member's home or primary building for District purposes.

2.14 OPENING DAY

When the first member workday of a school year is not a student day, the time period from 8:00 a.m. to 12:00 noon is District program time. The time period 12:00 noon to the end of the scheduled day is reserved for teachers to work together collaboratively in teams or in departments or individually as time permits. The duty-free lunch period is also included in this time.

2.15 INCLUSION

Classroom teachers responsible for providing instruction or services to a student on an IEP shall be provided the opportunity to participate in the development of the IEP and be present at the IEP meeting. Regular classroom teachers shall not be responsible for attending to personal hygienic issues of students (i.e. toileting). Regularly assigned special education teachers may be responsible but only if an aide is not present or if the teacher is a pre-school teacher.

2.16 STUDENT MEDICAL NEEDS

Except when medically confidential, students with identified chronic and/or potentially dangerous medical conditions shall be identified and their medical needs communicated to all appropriate personnel, including but not limited to administrators, classroom teachers, library staff, and support staff. An action plan for meeting the ongoing and/or

emergency needs of these students shall be developed with participation from staff who work regularly with these students. The plan for each student shall be clearly communicated and kept readily available to all staff so that appropriate action can be taken if needed.

2.17 HIRING OF RETIRED CERTIFICATED MEMBERS

2.1701 This provision shall apply to the employment of any teachers who have retired and are receiving retirement benefits through the State Teachers Retirement System, any other Ohio retirement system or any out of state retirement system.

2.1702 The salary to be paid to the returning teacher shall be based upon the agreement of the returning teacher and the Board of Education. All employees employed as rehire retirees prior to the effective date of this Agreement shall be grandfathered into his/her status as of July 31, 2013.

2.1703 Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held. Said one (1) year contract shall automatically expire upon the completion of the school year and it is not necessary for the Board to take formal action to not re-employ the employee pursuant to Chapter 3319.11 of the Ohio Revised Code in order to non-renew the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

2.1704 Returning retirees are not entitled to and are not eligible to participate in any retirement incentive program or receive any severance benefits provided by any collective bargaining agreement between the Board and the Association.

2.1705 Returning retirees are eligible for sick leave accumulation commencing with the first year of such re-employment. Full time returning retirees are eligible for the contracted single health insurance plan and they may upgrade the insurance to a family plan at the employee's expense.

2.1706 In the event of a reduction in force, the returning retiree shall not have any bumping rights.

2.1707 Employment of a returning retiree shall not jeopardize the continuation of existing academic programs nor result in the reduction in force of faculty employed at the commencement of each such re-employment contract.

2.1708 Subject to these provisions, returning retirees are part of the bargaining unit.

2.1709 All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict, including, but not limited to: Sections 3313.202; 3317.13; 3317.14; 3319.08; 3319.11; 3319.111; 3319.12; 3319.17; and Chapter 3307.

2.18 MULTIPLE LICENSURE REQUIREMENT

This provision shall not apply to any license obtained after the initial hire date unless the teacher is employed in a position requiring that licensure

The teacher shall be responsible for maintaining all licenses which the teacher possesses at the time of initial hire, and any licenses obtained after the date of initial hire. The teacher shall be responsible for paying all fees associated with the renewal of the license(s). The teacher shall also be responsible for the costs of any coursework. The Board and the Association shall encourage the LPDC to allow coursework to apply to the renewal of multiple licenses.

This provision shall not apply to any conditional, alternative, substitute or temporary license.

2.19 VAN TRANSPORTATION

Teachers, coaches, and advisors taking students on field trips or other school sponsored curricular, co-curricular or extra-curricular, which can be accommodated with district van or vans, may consent on a voluntary basis to transport and drive students.

2.20 EMERGENCY SUBSTITUTE TEACHER LESSON PLANS

Each member shall prepare a minimum of two emergency lesson plans for use by substitute teachers. The emergency lesson plans shall be located in an accessible location within the member's classroom. If a member fails to have an appropriate emergency lesson plan prepared, they shall be subject to a verbal reprimand. Thereafter, the member shall be required to submit their emergency lesson plans to the building administrator as well placing the lesson plans in an accessible location within the member's classroom. If a member fails to provide an appropriate emergency lesson plans to the building administrator, the member shall be subject to further discipline.

A member's need to submit emergency lesson plans to the building administrator shall only apply to the school year in which they have first failed to have an appropriate lesson plan prepared in an accessible location.

Members shall replace emergency lesson plans upon use of substitute teacher.

ARTICLE III:
PERSONNEL MATTERS

3.01 COURT APPEARANCE AND JURY DUTY

A member who is required to be absent from work because of a subpoena requiring their appearance at a work-related court and/or administrative hearing shall receive full pay and benefits for each day of such absence so long as the member is not a party in the court case or the administrative hearing matter. If the member's absence is required due to a work-related court case or hearing which arose from an act deliberately committed by that member or in which the Board is a defendant in a suit brought by that member, the member shall receive no pay or benefits for such absence.

A member shall be entitled to leave without loss of pay or benefits for any time the member is required to perform jury duty. A member of the bargaining who is released from jury duty prior to 11:00 A.M. on any days that they are performing jury duty is expected to return to their work assignment.

3.02 GRIEVANCE PROCEDURE

3.0201 Purpose

The grievance procedure is a method by which the member(s) of the bargaining unit and/or the Association may express a grievance without the fear of reprisal and may obtain a fair hearing promptly so that an equitable resolution may be obtained at the lowest level possible in the shortest period of time possible.

3.0202 Right to Representation

A. No member of the bargaining unit may be represented by any teacher organization other than the Association in any grievance, nor shall any member of the bargaining unit or the Association be permitted to be represented by counsel or other representative who is not provided by the Association.

B. Any and all resolution(s) of a grievance(s) occurring as a result of this grievance procedure without the grievant being accompanied by an Association representative and/or not approved by the Board or Superintendent shall not bind the Association or the Board in any later grievance, and shall not be construed so as to reflect the interpretation of this negotiated Contract by the Association and the Board.

3.0203 Definitions

A. A "grievance" is defined as any question or controversy between any member(s) of the bargaining unit and/or the Association, with the Board and/or the administration concerning the interpretation of, application of, and/or compliance or noncompliance with, any or all of the provisions of this negotiated Contract.

B. A "grievant" is defined as the member(s) of the bargaining unit and/or the Association having a grievance.

C. "Member grievance" is a grievance involving an individual member and shall be signed by the member affected.

D. An "Association grievance" is a grievance in which the subject matter concerns:

1. An alleged violation of this negotiated Contract and/or Board policy, as respects rights and/or privileges granted to the Association, its officers and/or its representatives.

2. An alleged violation of this negotiated Contract and/or Board policy affecting two (2) or more members of the bargaining unit.

An Association grievance shall be initiated by the Association President.

E. A "party in interest" is any person who may be required to take action or against whom action may be taken in order to resolve a grievance.

F. A "day" is defined as calendar day. If the date upon which an action is required to be taken falls on a holiday, weekend, spring break or winter break, the date to take such action shall be extended to the next day when the Board offices are open.

3.0204 Time Limits

Every effort shall be made to expedite the grievance process. Failure of the grievant(s) to adhere to the time limits stated herein shall result in the resolution obtained at the level of hearing from which an appeal was not timely filed. Failure by the administration to adhere to the time limits shall result in automatic advancement of the grievance to the next level of appeal. Time limits at any level may be extended by mutual agreement of those involved; such extension shall be expressed in writing.

3.0205 Informal Discussion

Nothing required by this grievance procedure shall be construed as preventing any member(s) of the bargaining unit having a complaint or problem from discussing the matter informally with any appropriate representative of the administration and have such matter adjusted without a formal proceeding.

3.0206 Level One - Initial Procedure

A. If a member(s) and/or the Association has(have) a grievance which he/she/they may wish to pursue by using this grievance procedure, it shall be so identified and be discussed first with the appropriate administrator(s). In such instance, the appropriate administrator(s)

is(are) identified as the administrator(s) whose decision(s) or action(s) is(are) being questioned or causing controversy.

B. The administrator(s) shall reply to the grievant(s) within five (5) days of the discussion. The reply may be oral or written.

3.0207 Level Two - Building Administrator(s)

A. If the discussion at Level One does not resolve the grievance to the satisfaction of the grievant, the matter shall become a formal grievance if and when the grievant files a written grievance with the administrator involved in Level One. If the administrator is the Superintendent, the grievance shall go directly to Level Three. In either case such filing must take place not later than twenty (20) days after the occurrence of the act or the condition which is the basis of said grievance or said grievance may not be processed.

B. The written grievance shall be on a form (Appendix B-1) supplied by the Board and shall contain a statement of the alleged fact(s) upon which the grievance is based and the remedy sought.

C. After receipt of the written grievance, the administrator shall within four (4) days of receipt arrange a hearing with the grievant(s) at a time mutually agreeable but within seven (7) days of the filing of the grievance with that administrator.

D. At this and any subsequent hearing, the grievant(s) shall present all evidence in support of the grievance known to him/her/them at that time. The hearing shall include the administrator with whom the grievance was filed at this level, the grievant(s) and, at the option of the grievant(s), an Association representative, any party(ies) in interest, and any other person who may be needed by the grievant to give evidence as to the grievance. If more than two (2) persons are required to give evidence, a mutually agreeable schedule for their participation shall be developed. That administrator(s) shall have the option to have a representative and any other person(s) needed to give evidence as to the grievance at said hearing. A written statement of the decision of that administrator(s) and his/her specific reason(s) therefore shall be sent to the grievant, the Association and the Superintendent by that administrator(s) on the prescribed form within seven (7) days after the last day of the hearing.

3.0208 Level Three - Superintendent

A. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may appeal the grievance to the Superintendent. Such filing must be on the prescribed form (Appendix B-2) and take place not later than ten (10) days after the grievant and the Association have received the written reply under Level Two.

B. Within four (4) days of the receipt of the appeal, the Superintendent shall arrange a hearing. The hearing shall include the Superintendent, the grievant, any party(ies) in interest, the building administrator(s) involved, and other person(s) who may be needed by the grievant and/or administration to give evidence as to the grievance and, at the option of the grievant, an Association representative. If more than two (2) persons are required to give pertinent evidence, a mutually agreeable schedule for their participation shall be developed. Said hearing shall occur at a time mutually agreeable within seven (7) days of the receipt of the appeal. Within seven (7) days after the last day of this hearing, the Superintendent shall issue his/her decision along with his/her specific reasons on the prescribed form. One copy of each shall be furnished by him/her to the grievant, the Association, and the building administrator(s) involved at Level Two.

3.0209 Level Four - Mediation

In the event the grievance is not resolved to the satisfaction of the grievant at Level Three, or if no disposition is made within five (5) days after such meeting at Level Three, the parties may mutually agree to submit grievance to mediation through the use of the Federal Mediation and Conciliation Service. (Appendix B-3)

3.0210 Level Five - Binding Arbitration

A. If mediation of the grievance is attempted and is unsuccessful, or if the parties do not agree to submit the grievance to mediation, then the Association may appeal the grievance to Level Five of the grievance procedure. Appeal shall be made to Level Five with the American Arbitration Association no later than ten (10) days after the completion of the mediation at Level Four or the Board's refusal to submit the matter to mediation. The appeal shall be perfected by notifying the Superintendent and the American Arbitration Association, in writing.

B. The Superintendent and the representative of the employee shall then jointly prepare a request to the American Arbitration Association for a list of nine (9) names from which an arbitrator shall be selected by the parties in accordance with the rules and regulations of the American Arbitration Association to hear the grievance.

C. The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the Association, the Board, and the Arbitrator. However, in the case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date, time, and location of the hearing.

D. The decision shall be transmitted simultaneously to the Association and the Board. The decision of the arbitrator shall be final and binding on the grievant, the Association, and the Board. The

arbitrator shall not have the power or authority to add to, subtract from, or in any way, modify this negotiated Contract.

E. All costs to the arbitrator, as well as, any and all fees due the American Arbitration Association shall be paid in full by the party not upheld by the arbitrator's decision. However, each party shall be responsible for the fees and expenses of their respective representatives.

F. If the arbitration hearing or arbitration is cancelled or dismissed without the benefit of an agreement by the parties as to the costs incurred, the party dismissing or canceling the arbitration shall be solely responsible for the costs incurred.

3.0211 Miscellaneous

A. A grievance may be withdrawn at any level without prejudice or record. No reprisals of any kind by the Board and/or any member(s) of the administration shall be taken against any party(ies) of interest, any grievant, any member(s) of the Association, and/or the Association by reason of his/her/their participation.

B. The Board and the administration shall furnish the Association such available public information as is requested by the Association for the processing of any and all grievances. Should the hearing of any grievance require that the member(s) be released from his/her/their assignment, he/she/they shall be released without loss of pay.

C. All records of grievances shall be kept confidential to the extent permitted by law. All records, including documents and communications, which deal with grievances shall be filed separately from the personnel files of the participants. An official file of materials pertaining to each grievance shall be established by the Superintendent upon final resolution of the grievance.

D. Forms for filing and appealing grievances shall be printed by the Board. Forms shall be available in the office of every school and will be kept in an area accessible to all members without request to their administrators

E. The arbitration shall be limited to claims that have previously been raised and no new allegations may be presented at the arbitration.

3.03 LIMITED AND CONTINUING CONTRACTS

3.0301 During the term of this negotiated Contract, the Board shall use the limited, continuing, and limited supplemental contract forms that it has available.

3.0302 If possible, supplemental contracts for assignments as listed in provision 5.06 of this negotiated Contract will be enclosed with the regular contracts and/or salary notices for those teachers who are to be offered such contracts.

3.04 PERSONNEL FILE

3.0401 Members of the bargaining unit shall have access to their personnel files upon request, between 8:00 a.m. and 4:00 p.m., Mondays through Fridays, exclusive of holidays. File inspection shall be in the presence of an administrator who may waive the requirement of his/her presence during the member's inspection of his/her file. The member at his/her option shall have the right to be accompanied by an Association representative. The member shall have the right to make a copy(ies) of any document(s) contained in his/her personnel file. The cost of making such copies shall be borne by the member requesting same and shall be no more than the copy rate charged to the general public.

3.0402 Before any derogatory material(s) and evaluations is(are) placed in any member's personnel file, it first shall be hand delivered by a building administrator and at that time both that member and the building administrator shall sign and date said material to signify only that member's receipt of a copy of said material. A copy of all other materials must be given to the member within ten (10) workdays.

3.0403 Anonymous letters will not be placed in the personnel files of member's unless the letter results in an investigation or discipline. If an investigation occurs and the allegations in the letter are not substantiated, a letter indicating that an investigation occurred and that the allegations were not substantiated shall be attached to the anonymous letter.

3.0404 Nothing herein shall limit or minimize the rights which the member has pursuant to Chapter 1347 of the Ohio Revised Code.

3.05 REDUCTION IN FORCE

3.0501 If it becomes necessary to reduce the number of staff positions of members of the bargaining unit because of a decline in the number of pupils enrolled in the District and/or a given grade/subject area/building/program, for financial reasons and/or for the reasons set forth in 3319.17 of the Ohio Revised Code, upon recommendation of the Superintendent, the Board shall first suspend the contracts of members within each teaching field affected, giving preference to those on continuing contract. In implementing the reduction, the Board shall identify the staff person(s) currently assigned to a position or assignment to be reduced. Seniority shall not be the basis for making a decision regarding a reduction in force except between teachers who have comparable evaluations. Seniority shall be based on the number of years of continuous service in the District beginning with the member's first date of service.

3.0502 All areas of each member's certification, proof of which has been submitted to the Superintendent by the member prior to March 1 of the year when such suspensions must be acted on by the Board, shall be utilized so that the contract(s) of the least senior member shall be the first suspended.

3.0503 The Association shall have the right to request of the Superintendent whether or not reduction in force for the following school year is being considered. The Superintendent shall provide the Association, in writing, all Association requested existing material(s) and data concerning: student enrollments; member's seniority, areas of certification, and leaves of absence; or other

related information. The Superintendent, on request, shall provide the Association with a copy of listings by areas of certification showing each member's initial date of service in the District. Copies of the listings shall be available in the office of each building administrator for examination by any member.

3.0504 The Superintendent, on request, shall provide the Association with the name(s) of the member(s) whose contract(s) will be recommended for suspension because of reduction in force. This will occur within one (1) workday after advising the individual member(s) that such recommendation will be made to the Board and within five (5) days before the Superintendent makes that/those recommendation(s) to the Board for possible action. Each member(s) whose contract(s) is/are to be suspended because of reduction in force shall be notified in writing by the Board prior to the school year when the suspension takes effect. The written notification of the Board action shall state that the Board action was taken because of reduction in force.

3.0505 Each member who has been notified that his/her contract has been suspended shall be guaranteed the following rights:

A. The right to review seniority and certification records with an Association representative as a witness.

B. The right, on request, for a copy of, or to be informed immediately of his/her standing on the Priority Reinstatement List.

C. If the member's contract has been suspended, reinstatement shall be in accordance with this negotiated Contract.

D. The right, if allowable by the insurance carrier(s), to continue at his/her own expense participation in any or all group insurance plans provided or available to the member by the terms of this negotiated Contract.

E. The right to retain his/her accumulated seniority prior to his/her suspension as long as he/she remains on the Priority Reinstatement List.

3.0506 Except for those teachers rated as ineffective at the time of reduction, the names of members whose contracts have been suspended because of reduction in force shall be placed on a Priority Reinstatement List for two (2) years. In the event any full-time vacancy(ies) occurs, the member(s) on the list who are qualified, meaning they are properly certified to teach the vacancy, or have become qualified since the reduction shall be offered the vacancy(ies) before the Board considers new candidates. Seniority shall not be the basis for recalling a teacher except between teachers with comparable evaluations.

3.0507 Subject to the limitation as to the member's areas of certification as reported to the Superintendent as required in the second paragraph of this provision, the name(s) of a member(s) whose contract(s) is/are to be suspended for reduction in force shall be placed on the Priority Reinstatement List as follows:

A. Teachers on continuing contract shall be placed before those on limited contracts

3.0508 A. Notice of recall shall be given by the Superintendent by telephone if possible to the telephone number(s) supplied by each affected member and by certified letter to the mailing address supplied by each affected member to the Superintendent. It shall be the responsibility of each affected member to keep the Superintendent advised of his/her mailing address and telephone number(s) at which he/she can be contacted. Failure of the member to accept the position offered and to respond to the Superintendent within ten (10) calendar days of the mailing of the certified letter shall constitute rejection of the vacant position. If a member refuses the vacancy offered for a full-time position, the Board has no further obligation to offer him/her any future vacant position.

B. Members whose contracts are suspended due to a staff reduction shall not be considered to have a break in seniority if said members are returned to active contract status within the next member school year during which the first year of contract suspension is effective.

3.0509 The Association President shall be provided, on request, a copy of the Priority Reinstatement List, and with written permission of a member(s) whose contract(s) have been suspended, copies of all correspondence relating to reduction in force sent to the member.

3.0510 The provisions of this clause shall not apply to the nonrenewal of limited contracts of members employed for part-time assignments or to non-renewals for performance reasons.

3.06 SELECTION TO BOARD-APPOINTED COMMITTEES

Any member elected or appointed to any Board committee shall serve on a voluntary only. Refusal to serve on such a committee shall not be included in any evaluation or anecdotal record concerning that member.

3.07 TERMINATION

Termination of a teacher's contract by the Board shall be pursuant to and in accordance with sections 3319.16 and 3319.161 of the Ohio Revised Code.

3.08 VACANCIES AND TRANSFERS

3.0801 A vacancy shall be defined as either a situation in which a position previously held by a member is designated as one which is to be full time and is to be filled because of said member's resignation, contract nonrenewal, suspension, termination, or a situation in which a new position is created.

3.0802 Notwithstanding the above, a vacancy shall not exist for the purposes of this provision if a teacher leaves the employment of the District for any reason after the start of a school year. In the event that this were to occur, the Board of Education may fill the opening occurring during the school year for the remainder of the year and declare it vacant for the start of the following year.

3.0803 Posting Vacancies - Work Year

A. All vacancies for the next member work year shall be posted on the District website and by sending the posting to each bargaining unit member's District email account after action by the Board establishes the fact that the vacancy shall exist.

B. Each posting shall include information on how to apply, the deadline for submission or applications, and any special conditions which may apply.

C. Except after the regular May meeting of the Board, no vacancy announced during the member work year shall be filled permanently for the next work year until a notice of that vacancy is posted for at least five (5) calendar days.

3.0804 Summer Procedure

A. Any vacancy which occurs after the Board's regular May meeting and before the first teacher work day in August shall not be filled permanently until at least seven (7) calendar days after notice of said vacancy(ies) has been emailed to all members.

3.0805 Transfers

A. A transfer is defined to be a change of assignment which results in a member teaching in an area(s) of certification or school in which the member is not currently assigned. Member(s) may request transfer to an announced vacancy. If additional opportunities for a change of assignment result from reduction in force or curriculum/school reorganization, they will be posted if their posting is deemed to be appropriate by the Superintendent.

B. Each member of the bargaining unit who requests a transfer shall notify his/her building administrator by completion of the designated form (Appendix C). Requests may be general or specific and if not granted for the next member work year shall automatically expire. The filing of the request to be voluntarily transferred to a posted vacancy shall constitute consent to the transfer if granted for the next member work year.

C. If not granted the transfer to the posted vacancy, the member shall on written request be given a written reason(s) for the denial of the transfer request. No newly employed member shall be assigned to a vacancy until all transfer requests have been reviewed and honored and/or rejected by the Superintendent and until each member whose contract has been nonrenewed or suspended because of reduction in force and who was certificated for the position at the time of suspension or nonrenewal has been notified.

3.0806 Administration Transfers

A. An administrative transfer shall be defined as a transfer of a member which has not been requested by that member.

B. Members subject to administrative transfer shall have an opportunity to apply and interview for vacancies for which they are/may be certificated. Reasons for administrative transfer include but shall not be limited to (1) pupil enrollment and/or staff realignment; (2) staff reduction; (3) teaching performance as evaluated under a Board approved program.

C. In determining which member(s) is/are to be administratively transferred, the priority order of seniority as stated below shall be followed so that the member with the least seniority is the member administratively transferred unless, in the sole judgment of the Superintendent, a member's teaching performance or a particular quality thereof is a factor requiring deviation from the seniority order.

D. The priority order of seniority which shall be used is (1) District seniority; (2) area/grade level seniority; (3) building seniority. That is, in each case where two (2) or more members have equal District seniority, the area/grade level seniority shall be the determining factor. In each case where two (2) or more members have equal District and area/grade level seniority, building seniority shall be the determining factor.

E. No member shall be administratively transferred because the member holds or has accepted or refused a supplemental contract for a duty to be performed in a school other than that to which he/she is assigned during the member workday.

F. Any member administratively transferred during the course of the member work year will be given notice at least five (5) workdays or ten (10) calendar days, whichever is shorter, before the transfer is effective.

G. Nothing in this provision of the negotiated Contract shall be construed as to limit the rights of the members which are provided by 3319.17 of the Ohio Revised Code.

H. Upon request any member transferred pursuant to this section shall be provided the reasons for the transfer.

I. The District shall provide the affected member with assistance to facilitate the transfer from one room to another.

3.09 SENIORITY

3.0901 The Superintendent, on request by the Association President, shall provide to the Association President a complete seniority list of all members of the bargaining unit within thirty (30) days of the request. This list shall be posted by the Association President within five (5) workdays of its receipt. Any bargaining unit member who believes that his/her identified seniority is in error

must notify the Superintendent of the suspected error within ten (10) days of the posting of the list by the Association President. The Superintendent will make every effort to investigate the suspected error and notify the member within ten (10) days of receiving the request.

3.0902 When two (2) or more members have exactly the same number of years of service in the District and everything else is equal, the following tie-breakers will be used in this order:

A. the exact date of employment by the Board;

B. the exact date an official intent to hire notification is signed by a Board administrator in charge of certified personnel hiring;

C. the date of receipt of the employment application

3.0903 Seniority is lost when an employee leaves the employment of the Board.

3.0904 When an employee is on an approved unpaid leave, no seniority is gained or lost.

3.0905 Seniority continues when an employee is on an approved paid leave.

3.10 TEACHER EVALUATION

3.1001 All teachers and school counselors meeting the definition as set forth in Ohio Revised Code shall be evaluated in accordance with the Board adopted policy and the Memorandum of Understanding executed by the parties. Teachers not meeting this definition shall be evaluated in accordance with this Article and shall be evaluated on the same frequency and timelines as applied to teachers subject to OTES.

3.1002 Regardless of whether the evaluation is completed pursuant to Board Policy or Section 3.1007, the evaluation schedule shall be applicable provided the teacher/counselor is present and working and available to be evaluated and observed. If the teacher/counselor is on leave and unavailable to be observed or evaluated, then the time lines do not have to be followed and the Board is excused from its obligations hereunder.

3.1003 All teachers and the Association recognize the duty, right and responsibility of principals and supervisors to make periodic classroom observations of the performance of the teachers. All such monitoring and observation of the performance of the teacher in connection with such evaluation shall be conducted openly and with full knowledge of the teacher.

3.1004 Teachers will be given a signed and dated electronic copy of any evaluation report prepared by their evaluator and will have the right to discuss such report with their evaluator. Electronic signatures are acceptable. If a teacher receives an evaluation in which he or she is rated unsatisfactory in any portion of the evaluation, the teacher may request a meeting with the evaluator and the evaluator shall meet with the teacher to discuss the evaluator's recommendations for improving the teacher's performance and cooperatively plan for improvement.

3.1005 Principals and supervisors will provide assistance to teachers attempting to rectify their professional difficulties.

3.1006 Teachers who are assigned to more than one building during a year of evaluation shall have one principal designated as prime evaluator who will be responsible for observations, conferences, and summary evaluation and recommendation for personnel purposes. The teacher and/or principal may request observations and conferences of other principal(s) or supervisor as desired.

3.1007 Nothing herein shall be construed as a limitation on the Board's ability to complete more evaluations than mandated herein or to conduct evaluations of other limited contract or continuing contract teachers, should the Board determine it necessary to do so.

3.1008 It is agreed that the sole avenue to challenge alleged violations of the evaluation procedure set forth in this section, Board policy, and in the Memorandum of Understanding shall be through the grievance procedure contained in this Agreement, and that provision is intended to supersede and replace the requirements of Ohio Revised Code section 3319.11 as it relates to the evaluation requirements for non-renewal.

3.11 CONTINUING CONTRACT ELIGIBILITY

3.1101 Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than October 1 of the school year in which their current limited teaching contract with the Board shall expire. Failure to notify the Superintendent by October 1 shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after October 1 shall not serve as the notice required by this section for the following school year.

3.1102 A teacher whose initial license was issued prior to January 1, 2011 becomes eligible for a continuing contract upon the satisfaction of one of the following:

A. Teacher is employed by the board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.

B. Teacher has worked in the District for three of the last five years and has a professional certificate.

C. Teacher has worked in the District for three of the last five years, has a professional license, and:

1. If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has begun and completed six (6) semester hours of graduate coursework

in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

2. If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has begun and completed thirty semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

A teacher whose initial license was issued after January 1, 2011, becomes eligible for a continuing contract upon the satisfaction of the following:

1. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.

2. The teacher has held an educator license for at least seven years.

3. The teacher has completed the applicable one of the following:

(i) If the teacher held a master's degree at the time of initially receiving 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 that license, as specified in rules which the state board shall adopt.

(ii) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of graduate 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 which the state board shall adopt;

3.1103 Upon receiving the notice from a teacher that he/she is eligible for continuing contract and after having completed the evaluations of the teacher as required by this Article, if the Board believes that the teacher is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the teacher. If the Superintendent intends to recommend an extended limited contract, the Superintendent must advise the teacher, in writing, of the reasons for this recommendation and shall meet with the teacher upon the teacher's request.

3.1104 A teacher may withdraw their request for continuing contract so long as the withdrawal is in writing and made prior to the Board taking action on the member's contract.

3.1105 The provisions of this section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code, and any and all other provisions of the Ohio Revised Code and/or the Ohio Administrative Code governing the issuance and granting of continuing contracts.

3.12 CONTRACT NONRENEWAL

Contract nonrenewal shall be accomplished pursuant to and in accordance with section 3319.11 of the Ohio Revised Code, except that any requirements of that section requiring the completion of evaluations are superseded per Section 3.10.

3.13 PROGRESSIVE DISCIPLINE

3.1301 In the event it becomes necessary to reprimand or otherwise discipline a member of the bargaining unit, the principles of progressive discipline will be followed. For the same offense/violation or a similar offense/violation, the disciplinary progression shall be:

1. Verbal reprimand
2. written reprimand — a written reprimand may be placed in the employee's personnel file.
3. suspension without pay.
4. contract termination

3.1302 The aforementioned progression may not be followed for conduct which is deemed to be of such a serious nature as to make the progressive discipline procedure inappropriate.

3.1303 The member shall be provided a representative of his/her choosing during any step involved in this procedure. A hearing shall take place prior to the suspension of any member. The hearing shall take place no sooner than forty-eight (48) hours after the member has been notified of the hearing.

3.1304 In the event of a verbal warning, the member shall be provided with a written document which states that an oral warning was issued, the reason the oral warning was issued, and the date the oral warning was given to the member. This document shall not be placed in the member's personnel file or copied to other administrators unless a written reprimand is issued then all documents will be placed in the personnel file. This document may be placed in the administrator's anecdotal file.

ARTICLE IV:
LEAVES

4.01 LEAVE OF ABSENCE

4.0101 A member(s) of the bargaining unit may be granted an unpaid leave of absence by the Board for up to one (1) year. The member shall state the reason(s) for his/her request to the Superintendent in writing. When approving or disapproving such leave, the Board first shall consider the benefits to the District and to the member. The reason(s) for disapproval of the leave by the Board may include but not be limited to the member's intent to seek or accept other gainful employment. The member may be gainfully employed after the granting of a leave of absence if employment becomes necessary for the financial support of the member and/or any of his/her dependents by securing the Board's permission.

4.0102 The member using such leave shall be returned to a position within the member's area(s) of certification. Refusal to accept the position offered shall discharge the Board of any further obligation to reemploy the member.

4.0103 The member granted such leave shall neither gain nor lose seniority during said leave and on return, shall be credited on the salary schedule for all years of service earned prior to the leave.

4.0104 Any communication to all members regarding their intent to return or resign for the following school year shall also be sent to those members on leave. If a member who has been granted leave pursuant to this provision of the negotiated Contract intends to return to a teaching position for the next school year, he/she shall notify the Superintendent of his/her intention to do so in writing by April 1 of the school year immediately preceding the school year in which the teacher intends to return to employment. If an employee on leave notifies the Superintendent after April 1 of his/her intention to return at the start of the next school year, he/she shall be placed on the reduction in force recall list in accordance with his/her seniority and be subject to recall in accordance with the recall provisions of Section 3.05, Reduction in Force.

4.02 ASSAULT LEAVE

4.0201 Any service connected case of physical assault on a member of the bargaining unit occurring on the school premises or during a school sponsored function and not deliberately committed by a member requesting assault leave shall be reported immediately to the building administrator or other administrator in charge, who shall initiate an investigation of the incident not later than twenty-four (24) hours after the receipt of the report. The initial report of the member shall be followed by their signed written statement of the circumstances as soon as possible. When such an assault results in the absence of the assaulted member from duty for medical reasons, such absence shall be at no loss in pay and shall be chargeable to assault leave, not sick leave, to a maximum of forty (40) days per assaulted member per work year.

4.0202 Medical verification shall be furnished to the Superintendent for all such absences requiring more than five (5) days of assault leave. The Board shall have the right to require a medical examination by a physician only after the

member has been absent for five (5) workdays per occurrence. Said physician shall be selected by the member from a list of five (5) physicians submitted by the Board. The Board shall pay the cost of this examination.

4.0203 Absence due to court appearance(s) required of the assaulted member also shall be chargeable to assault leave. If a member is required to be absent from school because of court appearances resulting from an assault and he/she requires assault leave days exceeding forty (40) days during that school year, additional assault leave days equivalent to the number of days used for court appearances shall be granted to that member.

4.0204 The Board and the member so assaulted agree to cooperate fully with the police and the administration in any investigation and prosecution of the alleged assault.

4.0205 Notification requesting the use of assault leave shall be by an assault leave form (Appendix D).

4.03 EXCHANGE TEACHING LEAVE

4.0301 A member of the bargaining unit may be granted an unpaid leave for exchange teaching if approved by the Board. Written application for such leave shall be filed with the Superintendent. Such leave may be granted in one (1) year segments. A member granted such leave shall be returned to a position within his/her area(s) of certification and shall retain his/her seniority acquired prior to his/her leave.

4.0302 Any communication to all members regarding their intent to return or resign for the following school year shall also be sent to those members on leave. If a member who has been granted leave pursuant to this provision of the negotiated Contract intends to return to a teaching position for the next school year, he/she shall notify the Superintendent of his/her intention to do so in writing by April 1 of the school year immediately preceding the school year in which the teacher intends to return to employment. If an employee on leave notifies the Superintendent after April 1 of his/her intention to return at the start of the next school year, he/she shall be placed on the reduction in force recall list in accordance with his/her seniority and be subject to recall in accordance with the recall provisions of Section 3.05, Reduction in Force.

4.04 HEALTH LEAVE

4.0401 Upon the written request of a member, the Board shall grant unpaid health leave where illness or other disability is the reason for the request. Such leave shall be granted in segments of one (1) semester or more by the Board to a maximum of two (2) consecutive school years. Upon subsequent request, such leave may be renewed by the Board. Without request, the Board may grant similar leave and renewals thereof because of physical or mental disability of a member, but the member may have a hearing on such unrequested leave of absence or its renewals in accordance with Section 3319.16 of the Revised Code.

4.0402 A member shall notify the Superintendent as soon as said member becomes aware that a health leave is needed. The member shall indicate the anticipated

starting date of the leave and supply the Board with a medical opinion substantiating the medical necessity for said leave. The member on health leave may return at the start of a semester or quarter or other mutually agreeable time upon providing the Superintendent a medical opinion indicating the member is medically able to return to duty.

4.0403 The Board has discharged its responsibilities under this provision by offering the returning member a position for which the member has certification.

4.05 MILITARY LEAVE

Military leave shall be pursuant to any and all state and federal laws, rules, and regulations.

4.06 CHILDCARE LEAVE

4.0601 Upon his/her request, each member of the bargaining unit who so requests shall be granted an unpaid leave of absence for the adoption of a child(ren) or the care of his/her infant(s). The request shall be filed with the Superintendent and shall contain the intended beginning and return dates of the leave. In the case of an adoption, the beginning date of this leave shall be no later than thirty (30) member workdays after the adopted child(ren) begins to live in the member's household. In the case of a birth, the beginning date of this leave shall be not later than thirty (30) member workdays after the birth of his/her infant(s). However, if a female member's use of sick leave extends longer than thirty (30) member workdays after the birth of her infant(s), her leave shall begin at the conclusion of her use of sick leave if so requested.

4.0602 The leave shall begin at a time mutually agreeable with the Superintendent and the member, but in no case later than twenty (20) workdays later than the beginning date the member requests, except when the member has given the Superintendent no less than thirty (30) workdays' notice of his/her intent to take child care leave, when the leave shall begin on the date the member requests.

4.0603 Child care leave shall not exceed twelve (12) consecutive months or the date on which the nonrenewal of a member's contract becomes effective, whichever occurs first, unless the Board and member mutually agree to an extension of the child care leave. The return date from child care leave shall be at the start of a school year, semester, or quarter, as chosen by the member. The Board has discharged its responsibility herein by offering the returning member a position within his/her area of certification.

4.0604 In the event both of the adopted child's or infant's parents are employed by the Board, only one of them will be entitled to child care leave at a time.

4.0605 Any communication to all members regarding their intent to return or resign for the following school year shall also be sent to those members on leave. If a member who has been granted leave pursuant to this provision of the negotiated Contract intends to return to a teaching position for the next school year, he/she shall notify the Superintendent of his/her intention to do so in writing by April 1 of the school year immediately preceding the school year in which the teacher intends to return to employment. If an employee on leave notifies the Superintendent after April 1 of his/her intention to return at the start

of the next school year, he/she shall be placed on the reduction in force recall list in accordance with the recall provisions of Section 3.05, Reduction in Force.

4.07 PROFESSIONAL LEAVE

4.0701 A professional meeting has as its primary purpose the improvement of a participant's job performance and/or ability to service the school system. Members of the bargaining unit may attend professional meetings, adjudged to be in the best interest of the schools, without loss of pay upon prior approval of the Superintendent.

4.0702 Approved member expenses will be reimbursed after submission of a "Professional Expense Statement" form in accordance with Board policy and/or administrative regulations.

4.08 SABBATICAL LEAVE

4.0801 A member of the bargaining unit may be granted a sabbatical leave of absence for educational growth for up to one (1) year after completing five (5) years or more on the professional staff of the District provided the sabbatical leave of absence is approved by the Board. If granted, sabbatical leave shall be with pay and computed in accordance with the Ohio Revised Code.

4.0802 The member requesting sabbatical leave shall submit a plan for professional growth including the means of verifying the completion of that plan to the Superintendent or his/her designee with that member's request for leave. At the conclusion of the leave, the member shall provide that verification to the Superintendent.

4.0803 No more than five percent (5%) of the members of the bargaining unit may be on sabbatical leave at a time. No sabbatical leave may be granted a second time to the same member when other members have filed a request for such leave.

4.0804 Any communication to all members regarding their intent to return or resign for the following school year shall also be sent to those members on leave. If a member who has been granted leave pursuant to this provision of the negotiated Contract intends to return to a teaching position for the next school year, he/she shall notify the Superintendent of his/her intention to do so in writing by April 1 of the school year immediately preceding the school year in which the teacher intends to return to employment. If an employee on leave notifies the Superintendent after April 1 of his/her intention to return at the start of the next school year, he/she shall be placed on the reduction in force recall list in accordance with his/her seniority and be subject to recall in accordance with the recall provisions of Section 3.05, Reduction in Force.

4.09 SICK LEAVE

4.0901 The maximum accumulated sick leave for each member of the bargaining unit shall be two hundred thirty (230) days or the number of days in the member's work year, whichever is the greater. Sick leave shall be credited at the rate of one and one-quarter (11/4) days per completed month of work. Part-time and

hourly members shall be entitled to sick leave credit for the time actually worked at the same rate as that of full-time members.

4.0902 A member shall be granted sick leave without loss of pay and fringe benefits.

A. Should a member exhaust his/her accumulated sick leave, the member shall be granted an advancement of sick leave to a maximum of seven (7) days if so requested unless the member is employed on a part-time or hourly basis, in which case sick leave advancement shall be prorated. If the member should resign, be placed on unpaid leave of absence, or die before this advancement of sick leave has been earned, the Board may recover the cost of such unearned sick leave days from the member's final pay settlement or make a claim against the estate of the deceased.

B. If, during a serious illness and, in the opinion of the Superintendent, grave, unusual and extenuating circumstances exist, and a member has used all of his/her accumulated sick leave, the Superintendent may grant up to an additional eight (8) days of extended sick leave. If used, the days are to be returned to the District at the rate of three (3) days per year. The member has the right to return the days to the District at a rate exceeding three (3) days per year. If the member leaves the District for any reason prior to paying back the extended sick leave, the remaining days will be deducted from the member's final paycheck at the member's current daily rate of pay.

4.0903 If the member has terminated prior employment with an Ohio board(s) of education and/or other Ohio public agency(ies), the Board shall place to the credit of that member any sick leave transferred from said Ohio agency(ies), provided less than ten (10) years have elapsed since such termination up to the maximums set forth in Section 4.0901. This section is intended to supersede any conflicting provisions of Ohio Revised Code section 3319.141.

4.0904 Sick leave may be used for personal illness, injury, incapacitation due to pregnancy, or quarantine because of exposure to contagious disease of the member, or illness, injury or death of a member(s) of the immediate family as follows: spouse, child(ren), parent(s), in-laws, sibling(s), grandparent(s), grandchild(ren), aunts and uncles, and/or any person(s) who reside(s) within the member's household who has a similar legal relationship to the member. Sick leave may be used for a domestic partner so long as the person meets the definition of domestic partner, as set forth in the attached affidavit, and so long as the affidavit attached to this contract is executed and provided to the Board of Education prior to the need to use sick leave.

4.0905 A member requesting sick leave shall furnish a written, signed statement on a sick leave form prescribed by the Board to justify the use of sick leave.

A. If medical attention is required, the member shall list on the form the name and address of his/her attending physician and the date(s) when he/she was consulted.

B. If medical attention is required, the member may be required, at the written request of the Superintendent, to provide a statement signed

by his/her attending physician listing the date(s) of treatment and/or consultation.

C. A member shall provide a written doctor's justification for the use of sick leave in the following situations:

1. If a member uses sick leave for five (5) consecutive days;

2. If a member has a pattern of sick leave usage (i.e. Friday or Monday use);

3. If a member has a pattern of late call-ins (calling-in sick two (2) hours or less prior to the start of school).

4. A pattern shall be defined as a four (4) or more occurrences of the same type of sick leave use.

D. Falsification of a sick leave statement by a member is grounds for suspension or termination of employment.

4.0906 A record of each member's use of sick leave shall be maintained in that member's personnel file. Access to said file shall be under provisions of the personnel file clause of this negotiated Contract.

4.0907 A member shall notify the building principal of their use of sick leave prior to 6:00 a.m. A member shall notify the building principal by phone call and by logging the use of sick leave in the District's electronic attendance system. Failure to call and log the sick leave absences appropriately may result in progressive discipline.

4.0908 Up to two (2) sick days a year may be used for the purposes of bereavement. The usage is one day per each death. No more than ten (10) teachers per day per building are permitted to be out on bereavement leave.

4.10 PERSONAL LEAVE

4.1001 Each member shall be entitled to absence from duty without loss of pay for the purpose of conducting urgent personal business which cannot be transacted at times other than during the member workday(s) and which is not to work for pay and/or to seek other employment on that day(s) of leave. when possible, the member shall give two (2) day's advance written notice to his/her building administrator of his/her intention to take such **personal** leave in an electronic platform prescribed by the Board such as Frontline, except in the case of an emergency when verbal notice shall be given to the building administrator by that member and the written notification, using the Board's electronic platform, submitted upon that member's return from such leave.

4.1002 Each member shall be granted up to four (4) days of **personal** leave in each school year.

4.1003 No member shall be required to present a reason or justification for use of such leave except for: (1) the fourth leave day, (2) each whole or partial leave day used before and/or after a holiday and/or other recess, (3) District in-service

days, (4) State mandated testing days (5) during the months of May and June. In each of these noted exceptions, the member shall state the reasons in writing in an electronic platform prescribed by the Board such as Frontline; approval or disapproval for the use of that **personal** leave day(s) shall be based only on the reason(s) stated by the member in the leave notice. The Superintendent's approval must be secured in advance of the four noted instances above, except in the case of an emergency.

4.1004 On return from such leave, it shall be the member's responsibility to submit a personal leave in an electronic platform prescribed by the Board such as Frontline to his/her building administrator whereby declaring that the use of such personal leave was with prior approval or that the requirement of prior approval was waived and that the use of the special leave was within the broad purpose of urgent personal business rather than for personal pleasure or convenience.

4.1005 Any request for personal leave may be denied, if the percentage of members taking personal leave in the building exceeds ten percent (10%) for the requested date.

4.1006 Falsification of this form regarding the use of **personal** leave shall be cause for disciplinary action as determined by the Board.

4.1007 All unused personal leave will be converted to sick leave at the end of the fiscal year and added to the member's sick leave accumulation, up to the maximum amount permitted.

4.11 UNPAID ABSENCES

4.1101 Leaves of absence for reasons not covered by personal leave may be granted by the Superintendent on an unpaid basis subject to a five (5) day maximum per year. Leave will only be granted for extenuating or emergency circumstances, as determined by the Superintendent, Leave will be granted only in increments of whole days.

4.1102 Except in an emergency, a request for unpaid leave must be submitted in writing to the Superintendent at least two (2) weeks in advance of the requested leave. In all cases, the request must state the specific reason for the request.

4.1103 If the leave is granted, the employee shall be responsible for paying their pro-rata portion of their health insurance for the days approved paid through payroll deduction.

4.12 CALAMITY DAYS

Any employee who is absent on a calamity day because of sick leave, or personal leave previously requested, shall be entitled to calamity pay and that day shall not be considered a day of sick leave or personal leave. If the Board makes up any calamity days, and the employee was paid but did not work on the calamity day, the employee shall report to work on the makeup day without additional compensation.

ARTICLE V:
SALARY AND BENEFITS

5.01 DISTRIBUTION OF REGULAR PAYCHECKS

5.0101 Paychecks shall be distributed to members on the last District workday of the month, except for the month of June when they will be distributed the first Board office workday in July.

5.0102 All paychecks shall be distributed via electronic deposit and all deposit advices will be distributed via electronic mail.

5.0103 The schedule of pay dates for each year of this negotiated Contract shall be provided to each member no later than the first Friday of the members' work year.

5.0104 Any newly hired regular employee in the bargaining unit may be eligible for a one-time advance draw against earnings in the first month of the first year of employment with the District. This advance draw is to be treated as an interest free loan and is to be repaid by the employee as a deduction from his/her first monthly paycheck. The advance draw may not exceed fifty percent (50%) of the employee's anticipated net monthly earnings. Written request and authorization must be received by the Board Treasurer's office from the employee no later than the fifth member workday. Advance draws will be disbursed on the last day of the second full week in September. This is solely intended to ease the cash flow strain of the new employee. At no time will loans be made to employees by the school District for any other purpose or greater duration.

5.02 IMPLEMENTATION OF SALARY SCHEDULE

5.0201 In each year of the term of this negotiated Contract, each member of the bargaining unit shall be paid an annual salary in accordance with the training columns established on Appendix E, the Career Professional Salary Schedules hereby incorporated as part of this negotiated Contract.

5.0202 Upon completion, Association ratification, and Board approval of such negotiations conducted under provision 1.06, a new Career Professional Salary Schedule shall be published and a copy provided to each member.

5.0203 A member anticipating eligibility for the next highest training level for the following school year shall provide written notice of same to the Superintendent no later than May 31 prior to the start of the next school year. Failure to provide such notice shall make the member ineligible for such advancement until the following school year. However, the member shall have until September 15 of the work year such adjustment is due to begin to submit an official transcript to document completion of course work making him/her eligible for the adjustment.

5.0204 Except as noted herein, credit hours applicable for advancement to a higher column on the salary schedule and to an educational certificate must be graduate credits. Upon written approval by the Superintendent prior to a member's enrollment in a course(s) at the undergraduate level, such a

course(s) shall be counted for credit on the bachelor plus eighteen (B+18) and/or bachelor plus thirty (B+30) columns. Such credits shall also be counted on the masters plus thirty (M+30) column if earned after the member has been awarded a Masters degree. Only those credits earned after completing the Master's degree shall contribute to the Master's Plus 30 (M+30) designation No member shall qualify for placement on the Masters degree column without having earned said degree. Hours as used herein refer to semester hours. Quarter hours will be converted to semester hours if necessary.

5.0205 All credit hours applicable for advancement on the salary schedule must be earned at a college or university approved by the State Department of Education.

5.03 SALARY INDEX

5.0301 In each year of the term of this negotiated Contract, each member of the bargaining unit shall be paid an annual salary in accordance with the salary index, as set forth in Appendix E-1. There shall be a 3.0% increase on the base in the 2025-2026 school year and 2026-2027 school years. Each employee shall move a step for each year of the contract. In addition, a 1% bonus of each member's salary shall be awarded to each member during the last pay of the 2025-2026 contract, provided they complete the complete the full 2025-2026 contract year. The aforementioned bonus shall only apply to the 2025-2026 contract year.

5.0302 First year teachers are placed on Step 1.

5.04 SEVERANCE PAY

5.0401 A member of the bargaining unit who retires from the District shall be eligible for severance pay if he/she:

A. Has accrued unused sick leave;

B. Retires from the employment of the Finneytown Board of Education after the end of the school year, unless the retirement is the result of a medical condition which renders the member incapable of performing the duties of his/her position, as verified in writing by an appropriate physician; and

C. Is eligible for service retirement under any state or municipal retirement system in Ohio at the time the member terminates employment with the District and begins collecting those retirement benefits

D. If the member was hired after August 1, 2013, the member must have been employed for at least seven (7) years with the District.

5.0402 A member eligible for severance pay shall receive payment for one-fourth ($^1/_4$) of his/her accumulated sick leave days if he/she has accumulated less than two hundred thirty (230) sick leave days. If the member has accumulated two hundred thirty (230) or more sick leave days, he/she shall receive payment for sixty (60) days for the duration of this Contract.

5.0403 The Board shall not be obligated to make such payment until (1) the member has submitted and the Board accepted a letter of resignation for the purpose of retirement, and (2) the member is approved for retirement benefits by the appropriate retirement system.

5.0404 Severance pay for sick leave shall be considered to eliminate all sick leave credit accrued by the member at the time of his/her retirement. Payment shall be based upon the member's base contract salary. Supplemental contract salaries, extended service contract salaries, and miscellaneous contract salaries are not included in the calculation for the severance per diem stipend. Such payment shall be made only once to any member.

5.0405 If a member dies while employed by the Board, and at the time of death was eligible to retire and receive retirement benefits from STRS, then, the estate of the deceased employee shall be paid severance pay, in accordance with the severance pay provisions of the Contract.

5.05 SUPPLEMENTAL CONTRACTS & COMPENSATION & EXTENDED SERVICES

5.0501 With the exception of hourly supplemental duties, all members employed for additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract, in accordance with the Ohio Revised Code.

A. Such a supplemental contract shall include the following information:

1. Name of member;

2. Number of years contract is to be in force;

3. Total compensation for the supplemental contract;

4. Method and periods of pay;

5. Provisions for signatures of all parties to the contract and the date enacted.

B. Separate contracts shall be provided for each additional duty for which a member is employed.

5.0502 During the term of this Contract, no position for which a supplemental contract is currently issued shall be changed to unpaid status and no member may be assigned to perform the duties of such a position without compensation. This provision in no way assures a member of automatic renewal of a limited supplemental contract.

5.0503 Pay for supplemental positions listed in Appendix F and such interim positions as may be established during the term of this negotiated Contract shall be paid in accordance with the supplemental salary index and supplemental schedules found in Appendix G-1 and G-2. A member must complete all of the duties associated with the supplemental to be paid the agreed upon amounts. However, if a member does not complete the supplemental duties because the

Board of Education has cancelled the activity, the pay may be pro-rated to pay for only those portions of the duties actually completed.

5.0504 The Board shall not be obligated to staff a position by reason of its inclusion in the above list.

5.0505 Pay Plans

Members working on a full year supplemental shall be paid at the mid-point and at the conclusion of the duties. Seasonal contracts shall be paid at the end of the season.

5.0506 Extended Services

Extended service contracts will be issued to correspond with the school year (August 1 through June 30). Employees awarded extended service will be expected to judiciously divide days awarded between those required prior to the school year (to be worked in August) and those required after the school year (to be worked in June). Whenever possible, all work is to be completed by June 30. An employee who needs to complete work during July must receive prior permission of the District Treasurer. Additional payment will not be made for any days beyond those contracted at the beginning of the school year.

5.06 DENTAL INSURANCE

5.0601 The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan as selected by the consortium, for each member for basic dental insurance coverage. The Board shall pay eighty-five percent (85%) of the premium charges for said coverage and each member who has elected this coverage shall pay fifteen percent (15%) of the premium by payroll deduction.

5.0602 Dual Choice Clause

If a prepaid group practice plan is available to members of the bargaining unit through the carrier of the dental insurance provided by this negotiated Contract, each member eligible for such insurance shall have the option to join the prepaid group practice plan. If the monthly costs of the prepaid group practice plan are more than the negotiated regularly monthly premium paid by the Board, the individual member shall pay the difference through a monthly payroll deduction. This option shall be available to the member only during the enrollment period authorized by the carrier.

5.0603 Members on all unpaid leaves of absence, who are not eligible for COBRA assistance, may choose to continue participation in this group insurance by remitting the entire one hundred percent (100%) monthly premium to the Board Treasurer. Such remittance shall not be required more than forty-five (45) days in advance.

5.07 HOSPITAL/MEDICAL INSURANCE

5.0701 The Board, as a member of the Greater Cincinnati Insurance Consortium, shall purchase a plan as selected by the consortium, for each member for basic hospital/medical insurance coverage. The Board shall pay eighty-five percent (85%) of the premium charges for said coverage. Each member who has elected this coverage shall pay fifteen percent (15%) of the premium by payroll deduction.

5.0702

A. If an employee and spouse are full-time Finneytown employees both may sign-up for individual coverage or one (1) person may sign-up for family coverage and the other will complete an enrollment form indicating "ineligible" for coverage. In this case, both employees and any eligible children will be covered under the family coverage. Both spouses may not sign up for family coverage.

B. If the employee is married, a form will need to be completed indicating whether the spouse is eligible for medical coverage as a full-time employee through another employer's medical plan. If the spouse is a full-time employee of another employer and is eligible for that employer's medical plan, the spouse shall secure insurance through that employer pursuant to the terms of the spousal exemption provision of the health insurance plan offered by the GCIC. In that instance, if the member has dependents other than the spouse, the member is eligible for a family plan with the Board of Education and the Board of Education will pay the portion of the premiums as noted in Section 5.0701. If the member does not have dependents, the member is eligible for a single plan, with the Board of Education paying the portion of the premiums noted in Section 5.0701.

C. Adult children who are between the ages of 26 and 28 are to be covered at the member's expense.

D. The availability of these coverages "on request" shall be limited to those times and/or conditions as specified in the Board's contract with the carrier.

5.0703 Dual Choice Clause

If a prepaid group practice plan is available to members of the bargaining unit through the carrier of the medical insurance provided by this negotiated Contract, each member eligible for such insurance shall have the option to join the prepaid group practice plan. If the monthly costs of the prepaid group practice plan are more than the negotiated regularly monthly premium paid by the Board, the individual member shall pay the difference through a monthly payroll deduction. This option shall be available to the member only during the enrollment period authorized by the carrier.

5.0704 Members on all unpaid leaves of absence, who are not eligible for COBRA assistance, may choose to continue participation in this group insurance by remitting the entire one hundred percent (100%) monthly premium to the Board

Treasurer. Such remittance shall not be required more than forty-five (45) days in advance.

5.08 TERM LIFE INSURANCE

5.0801 Term life insurance shall be provided all members. The face amount of the insurance shall be the amount of the member's annual salary plus one thousand dollars ($1,000) rounded to the nearest one thousand dollars ($1,000), whichever sum is the greater.

5.0802 Members may purchase an additional amount of life insurance, at their expense within the restrictions allowed by the carrier.

5.09 STRS TAX SHELTER PICK UP

5.0901 For tax sheltering purposes only, the Board shall designate each member's mandatory contribution to the State Teachers Retirement System (STRS) as paid by the Board. This amount shall be designated on the employee's payroll check stub as the "STRS Annuity". The amount of a member's income reported by the Board as subject to federal and Ohio income tax shall be the member's total gross income reduced by the amount of the member's mandatory contribution to the STRS. However, the amount so reported shall be included in the determination of the employee's final salary and/or daily rate of pay.

5.0902 No member's total earnings shall be increased by application of this plan nor shall the Board's contribution to the STRS be increased thereby. Further, this provision shall apply uniformly to all members of the bargaining unit.

5.0903 The Association recognizes that the Board assumes no other or further liability as the definition of current and/or deferred taxation is determined solely by the Internal Revenue Service. The Board shall have the right to unilaterally and immediately discontinue the plan if so ordered by the STRS and/or IRS, provisions of this negotiated Contract notwithstanding. Rulings 77-464 and 81-36 of the IRS and Opinion 82-097 of the Ohio Attorney General and Rules of the STRS and such rules as the aforementioned agencies may subsequently issue shall be applicable notwithstanding any other provision of this negotiated Contract.

5.10 ADMISSION OF EMPLOYEES' CHILDREN AS TUITION-FREE STUDENTS

5.1001 Any employee covered by this agreement who resides outside of the Finneytown Local School District may enroll his/her child(ren) in the Finneytown Local School District free of any tuition charge. However, if the child has been the subject of disciplinary action either at Finneytown or another school district (public or private), enrollment may be denied. Disciplinary action is defined as being a pattern of suspensions and/or expulsion(s).

5.11 RETIREMENT ASSISTANCE PLAN

5.1101 Eligibility for this program must be attained during the term of this negotiated Contract.

5.1102 The Board agrees to participate in the following assistance program:

A. Certificated employees may choose to participate in the plan when they satisfy the criteria set forth by Section 5.1103.

B. The responsibilities over such matters as procedures concerning eligibility or application for the retirement incentive program or any other matter pertaining to the administration of the program shall lie solely with the Board.

5.1103 Retirement Plan and Criteria:

A. Any certificated employee who becomes eligible for retirement with the State Teachers Retirement System by attaining any one of the eligibility categories listed below will receive a severance per diem stipend of fifty percent (50%) of his/her accumulated unused sick leave.

B. Eligibility Categories:

In order to be eligible, the member must have seven (7) years of service in the District and retire in the year in which the member is first eligible to retire. Currently, that is when the teacher first reaches eligibility for the full actuarial benefit or the reduced actuarial benefit

C. Payment shall be based upon the member's base contract salary. Supplemental contract salaries, extended service contract salaries, and miscellaneous contract salaries are not included in the calculation for the additional severance per diem stipend.

D. Employees applying for and/or receiving disability retirement are not eligible to participate in this plan.

E. The employee must agree to retire at the end of the school year in which the employee becomes eligible, pursuant to Section 5.1103(B) above, unless the retirement is the result of a medical condition which renders the member incapable of performing the duties of his/her position for the rest of that school year, as verified by an appropriate physician.

F. Certificated employees must take advantage of this plan whenever they first meet any of the criteria set forth in the plan or they will forever forfeit their option.

G. Resignations for retirement purposes must be received by the Superintendent no later than April 1 of the year the employee meets any of the retirement criteria in Section 5.1103(B) above.

H. Payment under this plan will be as follows:

1. The first half of the amount due will be paid in a lump sum payment on the first District pay date following the receipt of the employee's last regular paycheck. This will occur no later than September 30.

2. The balance of the amount due will be paid in a lump sum payment between July 1 and July 30 of the year following retirement.

I. This provision is not grievable under Article III, Section 3.02 of this negotiated Contract.

5.12 TUITION REIMBURSEMENT

5.1201 Members, including those holding a Resident Educator License, shall be reimbursed up to the rate of two hundred dollars ($200.00) per semester hour and/or one hundred twenty dollars ($120.00) per quarter hour for graduate work completed with a grade of "B" or better for a maximum of nine (9) semester hours or fifteen (15) quarter hours per year.

5.1202 To establish eligibility for consideration a member must be accepted in graduate school, the hours must be part of the LPDC pre-approved IPDP and applicable to an approved initial master's degree graduate program. Course work must have been completed while an employee of the District. Must be an employee in active status at the time of payment.

5.1203 The district will set aside twenty thousand dollars ($20,000) in the first year of the Contract for tuition reimbursement and twenty thousand dollars ($20,000) in the second year of the Contract for tuition reimbursement. Unspent amounts will not carry over from year to year. Course work must be completed within the past school year including the summer immediately preceding the application deadline of October 1. Payment shall be made in November. In the event applications exceed the capped amount, stipends will be paid on a pro rata share.

5.1204 If the member chooses to leave within five (5) years of the reimbursement the member shall repay the District as follows:

Prior to Year	Repayment
1	100%
2	80%
3	60%
4	40%
5	20%

This amount will be withheld from the member's last paycheck.

5.13 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

Members serving on the District Local Professional Development Committee shall be compensated at the rate of thirty-five dollars ($35.00) per hour for actual LPDC meetings. In addition, each committee member will earn CEUs for his/her participation on the committee.

5.14 RESIDENT EDUCATOR MENTOR PROGRAM

5.1401 The Board of Education and Association agree to abide by the requirements of the Ohio Department of Education's requirements regarding the Resident

Educator Mentor Program. No member shall be assigned as a mentor without his/her consent.

A. Mentoring is not considered a regular duty as covered by the teaching contract of any teacher, and shall be a voluntarily accepted assignment.

B. No member shall be negatively evaluated because of his/her refusal to accept a mentoring assignment.

C. All communications between the mentor and the mentored teacher shall be confidential.

D. Mentors shall not evaluate the mentored teachers. Administrators shall not request or require the mentor to provide any evaluative information about the mentored teacher.

E. The Board shall provide the mentor with all necessary training required by the State Department of Education before the mentoring process begins.

5.1402 The compensation for mentors of Resident Educator teachers shall be one thousand dollars ($1,000.00) for year one and year two only.

5.1403 The compensation for mentors of all other teachers shall be five hundred dollars ($500.00) per year.

5.15 PAYROLL DEDUCTIONS

5.1501 The Board shall provide payroll deduction(s) in any amount and at no charge to teachers and/or the Association for the following items and organizations:

A. Taxes (city, state, and federal);

B. Association dues;

C. Credit union accounts;

D. Medical and dental insurance premiums;

E. State Teachers Retirement System;

F. Disability income premiums;

G. United Way and Community Shares; and

H. 403(b), 529 and 457(b) plans.

5.1502 The payroll deduction for any of the above items, when optional, can only be initiated upon the written request of the teacher, and shall continue indefinitely until revoked by the teacher in writing, except for Association dues deduction which shall remain in effect. There must be a minimum ten (10) members

participating in a program, plan, or organization before the Board will provide new payroll deductions.

5.1503 A Section 125 Plan allowing for the sheltering of the employee's qualifying medical, dental, and dependent daycare expenses shall be available to all employees that meet the minimum qualifications as specified in the Section 125 Plan documents. Such plans shall be offered by a company acceptable to the Board and must be at no cost to the Board for the Board to be obligated to provide said plan.

5.1504 Members are responsible for verifying that payroll deductions are as requested and for the appropriate entities. Members shall notify the Treasurer's office of any discrepancies as soon as possible.

EXECUTION OF CONTRACT

This negotiated Contract executed by and between the parties on the ____ day of _____, 2025, in Hamilton County, Ohio

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION:

By _____
Jelicia McMullen, President

By _____
David Oliverio, Treasurer

By _____
Dr. Laurie Banks, Superintendent

FINNEYTOWN EDUCATION ASSOCIATION:

By _____ 6/2/25
President

By _____ 6-4-25
Vice President

APPENDIX A

FINNEYTOWN LOCAL SCHOOL DISTRICT

EMPLOYEE INTRADISTRICT MILEAGE VOUCHER

Employee_____ Purpose for Intradistrict

Travel_____
Date_____

Please use the school building codes as follows:

FE – Finneytown Elementary, H.S.-Secondary Campus

School Departing	School Destination	Miles of Distance Per Trip (1)	Number of Trips Per Month	Total Miles Per Month (2)	

(1) See mileage chart on the back of this page.

(2) Multiply miles traveled by IRS allowance per mile. (See Mileage Compensation Provision, page 11.)

Please turn in mileage vouchers only after a minimum of $100.00 is due.
Mileage requests must be received by the 10th of the month in order to be paid by the end of the same month.

MILEAGE DISTANCES FROM SCHOOL TO SCHOOL

	ELEMENTARY SCHOOL	*SECONDARY CAMPUS*	*CENTRAL OFFICE*
SECONDARY CAMPUS	.3	0.0	0.0
CENTRAL OFFICE	.3	0.0	0.0
ELEMENTARY SCHOOL	0.0	.3	.3

APPENDIX B-1

FINNEYTOWN LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Submit in Quadruplicate

Distribution:
1. Administrator
2. Association
3. Grievant(s)
4. Superintendent

Grievance Number/Building:
Administrator to Whom Grievance Submitted:_____

LEVEL TWO

Date of Event or Condition Precipitating Grievance:_____

Statement of
Grievance:_____
_____
_____
_____
_____
_____

Relief
Sought:_____
_____
_____
_____
_____
_____

_____
Signature(s) of Grievant(s) Date

Level Two (cont'd.)

Disposition of Administrator:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Administrator Date

Position of Association:_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature Date

NOTE: If additional space is needed in reporting section above, attach additional sheet(s).

Page 2 of 2 pages

APPENDIX B-2

FINNEYTOWN LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Submit in Quadruplicate

Distribution:
1. Superintendent
2. Association
3. Grievant(s)
4. Administrator, Level Two

LEVEL THREE

Please attach copies of Level Two grievance to this form.

Date Received by Superintendent: Disposition of Superintendent: _____

Disposition of Superintendent: _____

_____

_____

_____

_____

_____
Signature of Superintendent Date

Position of Association: _____

_____

_____

_____

_____

_____
Signature Date

NOTE: If additional space is needed in reporting section above, attach additional sheet(s).

APPENDIX B-3

FINNEYTOWN LOCAL SCHOOL DISTRICT

GRIEVANCE REPORT FORM

Distribution:
1. Superintendent
2. Association
3. Grievant(s)
4. Administrator, Level Two

LEVEL FOUR

Please attach copies of Level Two and Level Three grievances to this form.

Date Submitted to Mediator:_____

Result of mediation:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Signature of Mediator Date

NOTE: If additional space is needed in reporting section above, attach additional sheet(s).

APPENDIX C

FINNEYTOWN LOCAL SCHOOL DISTRICT

REQUEST FOR VOLUNTARY TRANSFER

NAME:_____

PRESENT ASSIGNMENT:_____

ASSIGNMENT REQUESTED:
GRADE/SUBJECT/POSITION:_____
SCHOOL:_____

CERTIFICATION STATUS:

CHECK: _____ I HAVE THE REQUIRED CERTIFICATION
_____ I WILL COMPLETE COURSE WORK AND BE CERTIFICATED IN TIME TO BEGIN THE ASSIGNMENT NEXT YEAR.

OPTIONAL: ANY STATEMENT THE APPLICANT WISHES TO MAKE IN SUPPORT OF THE TRANSFER REQUEST:_____

_____

_____

_____

_____

_____

_____

SIGNATURE:_____

DATE:_____

APPENDIX D

FINNEYTOWN LOCAL SCHOOL DISTRICT

NOTIFICATION OF USE OF ASSAULT LEAVE

Staff Member's Name:_____
Date Submitted:_____

School/Assignment:_____

1. I hereby notify you of my use of_____ day(s) of assault leave beginning _____

_____ and ending _____

_____.

2. If more than five (5) days of assault leave are to be used, state the name and address of your physician and the date(s) consulted.

   Physician's name: _____
   Address:_____
   Date(s) Consulted: _____

3. Medical verification shall be provided to the Superintendent if more than five (5) days of assault leave are used.

_____
Signature of Staff Member

Approved: _____ yes

By _____ Date

APPENDIX E-1

FINNEYTOWN LOCAL SCHOOL DISTRICT
TRAINING & EXPERIENCE GRID
CERTIFIED PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: AUGUST 1, 2025-JULY 31, 2026

BASE SALARY: 53,006
INCREASE: 3.00%

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	BA+30 INDEX	BA+30 SALARY	MA INDEX	MA SALARY	MA+30 INDEX	MA+30 SALARY
1	1.00	53,006	1.03	54,596	1.07	56,716	1.10	58,307	1.19	63,077
2	1.02	54,066	1.06	56,186	1.09	57,777	1.13	59,897	1.22	64,667
3	1.04	55,126	1.09	57,777	1.12	59,367	1.16	61,487	1.25	66,258
4	1.06	56,186	1.12	59,367	1.15	60,957	1.20	63,607	1.28	67,848
5	1.08	57,246	1.14	60,427	1.18	62,547	1.23	65,197	1.31	69,438
6	1.10	58,307	1.17	62,017	1.20	63,607	1.26	66,788	1.35	71,558
7	1.13	59,897	1.20	63,607	1.23	65,197	1.29	68,378	1.38	73,148
8	1.15	60,957	1.22	64,667	1.26	66,788	1.32	69,968	1.41	74,738
9	1.17	62,017	1.25	66,258	1.28	67,848	1.35	71,558	1.44	76,329
10	1.19	63,077	1.28	67,848	1.31	69,438	1.38	73,148	1.47	77,919
11	-	-	1.31	69,438	1.34	71,028	1.41	74,738	1.50	79,509
12	-	-	1.33	70,498	1.37	72,618	1.45	76,859	1.54	81,629
13	-	-	1.36	72,088	1.39	73,678	1.48	78,449	1.57	83,219
14	-	-	1.39	73,678	1.42	75,269	1.51	80,039	1.60	84,810
15	-	-	1.41	74,738	1.45	76,859	1.54	81,629	1.63	86,400
16	-	-	-	-	1.47	77,919	1.57	83,219	1.66	87,990
17	-	-	-	-	1.50	79,509	1.60	84,810	1.70	90,110
18	-	-	-	-	1.53	81,099	1.63	86,400	1.73	91,700
19	-	-	-	-	1.56	82,689	1.66	87,990	1.76	93,291
20	-	-	-	-	1.58	83,749	1.70	90,110	1.79	94,881
21	-	-	-	-	1.61	85,340	1.73	91,700	1.82	96,471
22	-	-	-	-	1.64	86,930	1.76	93,291	1.85	98,061
23	-	-	-	-	1.66	87,990	1.79	94,881	1.89	100,181
24	-	-	-	-	1.69	89,580	1.82	96,471	1.92	101,772
25	-	-	-	-	1.72	91,170	1.85	98,061	1.95	103,362
26	-	-	-	-	1.75	92,761	1.88	99,651	1.98	104,952
27	-	-	-	-	1.77	93,821	1.91	101,241	2.01	106,542
28	-	-	-	-	1.80	95,411	1.95	103,362	2.05	108,662
29	-	-	-	-	1.83	97,001	1.98	104,952	2.08	110,252
30	-	-	-	-	1.85	98,061	2.01	106,542	2.11	111,843

BA - Bachelors
BA+18 - Bachelors + 18 Hours
BA+30 - Bachelors + 30 Hours
MA - Masters
M+30 - Masters + 30 hours

Notes:
1) The BA scale tops out at step 10.
2) The BA+18 scale tops out at step 15.
3) The BA+30 scale is only available to employees on that column as of the 2018-19 contract year.

APPENDIX E-2

FINNEYTOWN LOCAL SCHOOL DISTRICT
TRAINING & EXPERIENCE GRID
CERTIFIED PROFESSIONAL SALARY SCHEDULE
EFFECTIVE: AUGUST 1, 2026-JULY 31, 2027

BASE SALARY: 54,596
INCREASE: 3.00%

STEP	BA INDEX	BA SALARY	BA+18 INDEX	BA+18 SALARY	BA+30 INDEX	BA+30 SALARY	MA INDEX	MA SALARY	MA+30 INDEX	MA+30 SALARY
1	1.00	54,596	1.03	56,234	1.07	58,418	1.10	60,056	1.19	64,969
2	1.02	55,688	1.06	57,872	1.09	59,510	1.13	61,693	1.22	66,607
3	1.04	56,780	1.09	59,510	1.12	61,148	1.16	63,331	1.25	68,245
4	1.06	57,872	1.12	61,148	1.15	62,785	1.20	65,515	1.28	69,883
5	1.08	58,964	1.14	62,239	1.18	64,423	1.23	67,153	1.31	71,521
6	1.10	60,056	1.17	63,877	1.20	65,515	1.26	68,791	1.35	73,705
7	1.13	61,693	1.20	65,515	1.23	67,153	1.29	70,429	1.38	75,342
8	1.15	62,785	1.22	66,607	1.26	68,791	1.32	72,067	1.41	76,980
9	1.17	63,877	1.25	68,245	1.28	69,883	1.35	73,705	1.44	78,618
10	1.19	64,969	1.28	69,883	1.31	71,521	1.38	75,342	1.47	80,256
11	-	-	1.31	71,521	1.34	73,159	1.41	76,980	1.50	81,894
12	-	-	1.33	72,613	1.37	74,797	1.45	79,164	1.54	84,078
13	-	-	1.36	74,251	1.39	75,888	1.48	80,802	1.57	85,716
14	-	-	1.39	75,888	1.42	77,526	1.51	82,440	1.60	87,354
15	-	-	1.41	76,980	1.45	79,164	1.54	84,078	1.63	88,991
16	-	-	-	-	1.47	80,256	1.57	85,716	1.66	90,629
17	-	-	-	-	1.50	81,894	1.60	87,354	1.70	92,813
18	-	-	-	-	1.53	83,532	1.63	88,991	1.73	94,451
19	-	-	-	-	1.56	85,170	1.66	90,629	1.76	96,089
20	-	-	-	-	1.58	86,262	1.70	92,813	1.79	97,727
21	-	-	-	-	1.61	87,900	1.73	94,451	1.82	99,365
22	-	-	-	-	1.64	89,537	1.76	96,089	1.85	101,003
23	-	-	-	-	1.66	90,629	1.79	97,727	1.89	103,186
24	-	-	-	-	1.69	92,267	1.82	99,365	1.92	104,824
25	-	-	-	-	1.72	93,905	1.85	101,003	1.95	106,462
26	-	-	-	-	1.75	95,543	1.88	102,640	1.98	108,100
27	-	-	-	-	1.77	96,635	1.91	104,278	2.01	109,738
28	-	-	-	-	1.80	98,273	1.95	106,462	2.05	111,922
29	-	-	-	-	1.83	99,911	1.98	108,100	2.08	113,560
30	-	-	-	-	1.85	101,003	2.01	109,738	2.11	115,198

BA - Bachelors
BA+18 - Bachelors + 18 Hours
BA+30 - Bachelors + 30 Hours
MA - Masters
M+30 - Masters + 30 hours

Notes:
1) The BA scale tops out at step 10.
2) The BA+18 scale tops out at step 15.
3) The BA+30 scale is only available to employees on that column as of the 2018-19 contract year.

APPENDIX F

FINNEYTOWN LOCAL SCHOOLF
SUPPLEMENTAL POSITIONS

ATHLETIC SUPPLEMENTALS

Group 1
HS Basketball Boys – Varsity Head
HS Basketball Girls – Varsity Head
HS Football – Varsity Head

Group 2
HS Soccer – Varsity Head
HS Wrestling -- Head

Group 3
HS Basketball Girls – Varsity Asst.
HS Basketball Girls – Reserve
HS Basketball Boys – Varsity Asst.
HS Basketball Boys – Reserve
HS Volleyball – Varsity

Group 4
HS Baseball – Varsity Head
HS Softball – Varsity Head

Group 5
HS Soccer – Varsity Asst.
HS Soccer – Reserve
HS Track – Varsity Head
HS Wrestling – Asst.

Group 6
HS Golf – Varsity Head

Group 7
HS Baseball – Varsity Asst.
HS Baseball – Reserve
MS Basketball Girls – 7th, 8th
MS Basketball Boys – 7th, 8th
HS Cross Country – Varsity
HS Softball – Varsity Asst.
HS Softball – Reserve
HS Tennis – Varsity
HS Volleyball – Varsity Asst.
HS Volleyball – Reserve
MS Wrestling Coach

ACADEMICS & CO-CURRICULAR SUPPLEMENTALS

Group 1
HS Band/Marching Band Director

Group 2
HS Auditorium Manager
HS Play – Director

Group 4

Group 5

Group 6
HS Band – Director Asst.
HS Orchestra – Director
HS Vocal Music Director

Group 7
Elem Chorus Director
HS Marching Band – Asst.
HS Musical – Director
HS Musical – Tech. Director
HS Play – Tech. Director
Elem Student Council Advisor

Group 8

HS Cheerleading Football – Varsity
MS Cross Country
HS Strength Coach
HS Swimming Coach
MS Volleyball – 7th, 8th
HS Bowling Coach

Group 9

HS Cheerleading Basketball – Varsity
HS Cheerleading Football – Reserve
MS Cheerleading Coach

Group 10

HS Cheerleading Basketball – Reserve

Group 8

HS Academic Team
MS Chorus X-Period 7, 8

Elem Math Olympiad Advisor
HS Musical – Producer
HS Musical – Vocal Director
HS Pep Band Director
MS Vocal Music – Director
Jump Start Theater Director
Jump Start Theater Tech Director
Yearbook Advisor

Group 9

HS Band Director Camp – Asst.
HS Flag Corp
HS Flag Corp – Choreography
HS Musical – Choreography
HS National Honor Society
Jump Start Theater Producer

Group 10

HS ACT/SAT Testing Advisor
Elem Memory Book Advisor – Brent
Elem Memory Book Advisor – Whitaker
MS Memory Book Advisor – MS
HS Musical Pit Director
Jump Start Theater Choreographer

Group 11

APPENDIX G-1

FINNEYTOWN LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY GROUPS

Supplemental Salary Index **APPENDIX G-1**

Effective August 1, 2025

Base = $42,863

	Experience Level						
Group	0-1	2-3	4-6	7-9	10-12	13-15	16+
A	15.00%	16.25%	17.50%	18.75%	19.00%	20.25%	21.50%
1	9.50%	10.75%	12.50%	14.25%	16.00%	17.75%	19.50%
2	8.75%	10.00%	11.00%	11.75%	13.50%	15.50%	17.00%
3	7.50%	8.25%	9.50%	10.25%	11.50%	13.00%	14.75%
4	6.25%	7.25%	8.50%	9.50%	11.00%	12.00%	13.00%
5	5.75%	6.25%	7.25%	8.25%	9.00%	9.75%	10.50%
6	5.25%	6.00%	6.25%	7.00%	7.75%	8.50%	9.50%
7	4.25%	4.50%	5.75%	6.25%	6.50%	7.00%	8.50%
8	3.10%	3.65%	4.50%	4.75%	5.30%	5.50%	6.00%
9	2.40%	2.60%	2.90%	3.25%	3.50%	3.75%	4.00%
10	1.75%	1.90%	2.25%	2.50%	2.75%	3.00%	3.25%
11	1.05%	1.14%	1.35%	1.50%	1.65%	1.80%	1.95%

APPENDIX G-2

FINNEYTOWN LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

Supplemental
Salary
Schedule
Effective August 1, 2025

APPENDIX G-2

Base = $42,863

	Experience Level						
Group	0-1	2-3	4-6	7-9	10-12	13-15	16+
A	6,429	6,965	7,501	8,037	8,144	8,680	9,216
1	4,072	4,608	5,358	6,108	6,858	7,608	8,358
2	3,751	4,286	4,715	5,036	5,787	6,644	7,287
3	3,215	3,536	4,072	4,393	4,929	5,572	6,322
4	2,679	3,108	3,643	4,072	4,715	5,144	5,572
5	2,465	2,679	3,108	3,536	3,858	4,179	4,501
6	2,250	2,572	2,679	3,000	3,322	3,643	4,072
7	1,822	1,929	2,465	2,679	2,786	3,000	3,643
8	1,329	1,565	1,929	2,036	2,272	2,357	2,572
9	1,029	1,114	1,243	1,393	1,500	1,607	1,715
10	750	814	964	1,072	1,179	1,286	1,393
11	450	489	579	643	707	772	836

Academic

1. All hourly rate supplementals held by members shall be paid at the rate of $26.00 per hour.

2. After-school music lesson intervention will be paid at the rate of $19.87 per hour.

3. Department Heads shall be paid at the rate of $1,688 per year.

House and Community Service

4. The total allocation for the Community Service Program shall not exceed $22,000 per year and shall be composed of the following:
    a) House Dean $2900 (6)
    b) House Advisor $2000(1)
    c) House Assistant Dean $ 200 (6)
    d) Family and Community Engagement - Whitaker $400 per year; Brent $400 per year
    e) GSA - $400 per year

Art Department Stipends

5. Three stipends of $500.00 each are available for members of the art department for performing specific duties outside of their regular work schedule. These are not subject to the supplemental position salary schedule.

Athletic Director

6. The position of Athletic Director is not subject to the supplemental position salary schedule. The Athletic Director shall be paid a salary of $10,000.00 per school year.

Adjunct Coaching Positions

7. The following coaching positions are not subject to the supplemental position salary schedule and will be treated as pools from which adjunct positions will be filled:

- Adjunct High School and Middle School Football Coaches — $22,880 allocation
- Adjunct Track Coaches — $7,280 total allocation

Head coaches are hired according to the supplemental salary schedule and their salaries are excluded from the adjunct salary pools. Combined adjunct salaries shall not exceed the allocated yearly amounts. Each Head Coach will recommend to the Athletic Director and Building Principal the number of Adjunct Coaches to be employed and the amount to be paid to each Adjunct Coach. The amount paid to each Adjunct Coach and the number of Adjunct Coaches may change from year to year.

Shared Supervisory Positions

8. The position of Athletic Site Supervisor is not subject to the supplemental position salary schedule. Athletic Site Supervisors shall be paid a combined salary not to exceed $6,000.00 per school year.

9. The position of Facility Site Supervisor is not subject to the supplemental position salary schedule. Facility Site Supervisors shall be paid a combined salary of $3,000.00 per school year.

10. The position of Washington DC Trip Supervisor is not subject to the supplemental position salary schedule. Washington DC Trip Supervisors shall be paid a combined salary not to exceed $2,100.00 per school year.

College Credit Plus

11. College Credit Plus Adjunct Instructors shall be paid a salary as follows

(91-120 students enrolled) per year	$1,230/year
(20-90 students enrolled) per year	$844/year
(1-19 students enrolled) per year	$422/year

General/Miscellaneous

12. The salary for any supplemental position shall be prorated accordingly when the position is shared by more than one member.

APPENDIX H

Finneytown Local School District

AFFIDAVIT OF DOMESTIC PARTNERSHIP

We, _____ *(Name of Employee)* and _____ *(Name of Domestic Partner)* submit this Affidavit of Domestic Partnership to establish _____ *(Name of Domestic Partner)* as the employee's Domestic Partner (as defined below).

We declare and acknowledge that our relationship meets one of the two following definitions of domestic partnership: ***(PLEASE INDICATE WHICH DEFINITION IS APPLICABLE).***

_____ 1. We are currently registered as domestic partners with a state, county or city which authorizes such registration; or

_____ 2. We certify that all of the following statements are true:

- We reside together and intend to do so permanently in a relationship with an exclusive mutual commitment similar to that of marriage.
- We are not married to or legally separated from anyone else.
- We are not related by blood that would prohibit legal marriage.
- We are both at least the age of consent in our state of residence and mentally competent to consent to this contract.
- We are jointly responsible for each other's common welfare and share financial obligations.

In addition to the criteria set forth in definition #2, we certify at least two of three in Section A and at least one of the two requirements set forth in Section B of the following are true and accurate: *(Please check below the documents that will be provided to the Treasurer's office to verify domestic partnership).*

Section A
_____ 1. designation of the partner as beneficiary of retirement benefits,
_____ 2. designation of partner as primary beneficiary of a will,
_____ 3. assignment of durable property or health care power of attorney,

Section B
_____ 1. joint ownership of a car, bank account, or credit account.
_____ 2. a joint mortgage or lease,

FURTHER AFFIANT SAYETH NAUGHT.

_____
(Name of Employee)

_____
(Signature of Employee)

STATE OF OHIO COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20_____.

_____
Notary Public

_____
(Name of Domestic Partner)

_____
(Signature of Domestic Partner)

STATE OF OHIO COUNTY OF _____

Sworn to and subscribed before me on this _____day of _____, 20___.

_____
Notary Public

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE FINNEYTOWN EDUCATION ASSOCIATION

This Memorandum of Understanding ("MOU") is entered by and between the Finneytown Local School District Board of Education (the "Board") and the Finneytown Education Association (the "Association") (collectively "the Parties").

WHEREAS, the Board and the Association are parties to a series of collective bargaining agreements, with one Agreement expiring on July 31, 2025 ("FEA Agreement I") and another Agreement expiring on July 31, 2027 ("FEA Agreement II"); and

WHEREAS, the Parties agree that the interests of the District will be better served by having paychecks distributed in a consistent manner and no longer have a different distribution date for the month of July;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree as follows:

1. Article V.11 of FEA Agreement I will be amended as follows:

   V.11 Paychecks shall be distributed to members on the last District workday of the month~~, except for the month of June when they will be distributed the first Board office workday in July~~.

2. Article 5.0101 of FEA Agreement II will be amended as follows:

   5.0101 Paychecks shall be distributed to members on the last District workday of the month~~, except for the month of June when they will be distributed the first Board office workday in July~~.

3. This MOU contains the entire agreement between the Parties as to the matters set forth herein.
4. There are no other understandings or agreements between the Parties in relation thereto, oral or otherwise, except as expressly set forth herein.
5. All other terms and provisions set forth in Agreement I shall remain in effect through July 31, 2025, unless modified, in writing, by mutual agreement of the parties. All other terms and provisions set forth in Agreement II shall remain in effect through July 31, 2027, unless modified, in writing, by mutual agreement of the parties.
6. This MOU shall be deemed effective immediately upon execution by the parties, and unless the Parties agree otherwise during subsequent negotiations for a successor Master Agreement, the changes made to Article 5.0101 via this MOU will be incorporated into a successor Master Agreement.

FOR THE BOARD

5.29.25
Superintendent Date

FOR THE ASSOCIATION

6/2/25
Association President Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE FINNEYTOWN EDUCATION ASSOCIATION

This Memorandum of Understanding ("MOU") is entered by and between the Finneytown Local School District Board of Education (the "Board") and the Finneytown Education Association (the "Association") (collectively "the Parties").

WHEREAS, the Board and the Association are parties to a series of collective bargaining agreements, with the most recent Agreement expiring on July 31, 2027 ("Agreement"); and

WHEREAS, the Parties agree that the interests of the District's students and teachers will be better served through the provision of four teacher record keeping days, one per quarter, where students will not be present.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Board and the Association agree as follows:

1. For the 2025-26 and 2026-27 school years, teachers will be provided four record keeping days, once per academic quarter, where students are not present. One half of each of these days shall be designated for purposes of completing records/classroom reports. The other half of the day shall be designated for administration led professional development.

2. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.

3. This MOU is not intended to create a case precedent or to form the basis of a past practice between or among the Parties.

4. The Association and the Board have reviewed and understand this Agreement, and each signatory to this Agreement represents that he or she has the authority to enter into this Agreement and bind his/her Party.

5. This Memorandum of Understanding will expire by its own terms and without further action on July 31, 2027.

FOR THE BOARD

5.29.25
Superintendent Date

FOR THE ASSOCIATION

6/2/25
Association President Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") and the **FINNEYTOWN EDUCATION ASSOCIATION** ("Association").

WHEREAS, the Board and the Association are parties to a current Collective Bargaining Agreement in effect from August 1, 2022**5**through July 31, 2025**7**;

WHEREAS, the Board of Education is responsible for a standards-based teacher evaluation policy and school counselor evaluation policy which conforms to the framework for evaluation of teachers and counselors as approved by the State Board of Education;

WHEREAS, the Board and the Association wish to enter into a Memorandum of Understanding regarding the use of the Ohio Teacher Evaluation System ("OTES") and the Ohio School Counselor Evaluation System ("OSCES") during the 2025- 27 school years;

NOW, THEREFORE, BE IT AGREED upon by the Board and the Association as follows:

1. For the 2025-27 school years, the Board and the Association agree to implement OTES and OSCES in place of the current Collective Bargaining Agreement Evaluation System (Article 3.10) for all members who meet the definition of "teacher" or "counselor" in Ohio Revised Code sections 3319.111 and 3319.113, respectively.

2. Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation committee, with continuing participation by the Association and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy. This committee shall be comprised of an equal number of Administrators, appointed by the Superintendent, and members, appointed by the Association President.

3. Prior to making any changes or modifications to any of the attached documents (Board Policy, Teacher and Counselor Evaluation Handbook and Timeline), the Board shall notify the Association President at least two (2) weeks in advance of any contemplated change and convene the Evaluation Policy Consultation committee for the purposes of discussing the changes and collaborating to resolve any conflicts.

4. If consensus is not reached, and the outlying issues materially affect terms and conditions of employment, the Board will have a bargaining obligation over those areas that are in disagreement before implementation. The Association may exercise any and all rights in accordance with the Collective Bargaining Agreement and with Ohio Revised Code Chapter 4117.

5. Schedule for Evaluation

All teachers shall receive one formal written evaluation each school year except as follows:

Teachers who received a final summative educator effectiveness rating of "Accomplished" or "Skilled" on their most recent evaluation.

Teachers who receive a final summative educator effectiveness rating of "Accomplished" on their most recent evaluation may be evaluated every three years as long as the teacher's student academic growth measure the most recent school year which data is available is average or higher.

Teachers who receive a final summative educator effectiveness rating of "Skilled" on their most recent evaluation may be evaluated every two years as long as the teacher's student academic growth measured for the most recent school year for which date is available is average or higher.

In any year in which a teacher who has not been formally evaluated as a result of having previously received a rating of "Accomplished" or "Skilled", the credentialed evaluator shall conduct a minimum of a walk through and hold one post conference with the teacher. A teacher who does not receive a full evaluation under this section must still complete a growth plan.

A teacher who is on leave for 50% or more of the school year will not be evaluated.

A teacher who is retiring at the end of the school year will not be evaluated as long as the teacher has submitted and the Board of Education accepts a notice of retirement on or before December 1 of the school year.

Notwithstanding any of the exceptions listed above, all teachers shall be evaluated in any year in which their contract is up for renewal or nonrenewal, or in which the teacher shall become eligible for a continuing contract.

The evaluation shall be conducted and completed no later than the first day of May and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of May, unless the teacher is being recommended for non-renewal. In that case, the teacher shall receive a written report of the results of the evaluation by May 1.

6. Only personnel on administrative contracts with proper certification and credentialing from the Ohio Department of Education shall evaluate bargaining unit members. However, those credentialed evaluators serving in a dual administrator/teaching role shall be permitted to conduct only walkthroughs on bargaining unit members.

IN WITNESS WHEREOF, the duly authorized representatives of the **FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION** and the **FINNEYTOWN EDUCATION ASSOCIATION** have executed this Memorandum on the dates opposite their signature.

FINNEYTOWN LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

Date: 6/3/2025

Board President

Date: 5.29.25

Superintendent

FINNEYTOWN EDUCATION ASSOCIATION

Date: 6/2/25

6/2/25

FEA President

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MEMORANDUM OF UNDERSTANDING

The Finneytown Local School District Board of Education (the "Board") and the Finneytown Education Association enter into this Memorandum of Understanding ("MOU") regarding paid parental leave. The parties agree as follows:

WHEREAS, the parties are currently subject to the terms of a collective bargaining agreement effective August 1, 2025-July 31, 2027 ("Collective Bargaining Agreement"); and

WHEREAS, the Board values time with loved ones and supports a work-life balance that allows employees to feel fulfilled and meet obligations, both professionally and personally. The Board desires to provide our employees with Paid Parental Leave ("PPL") following the birth, adoption, or placement of a child. The Board supports time with family and believe this time is important to heal, bond, and connect.

NOW, THEREFORE, by and between the Board and the Association that the following language, effective August 1, 2025, shall constitute their Agreement as it relates to this matter:

Eligibility

To be eligible for PPL, employees must be full-time or part-time, permanent employees. Temporary employees and interns are not eligible for this benefit. In addition, employees must be employed by Board for at least one year, and have regular work week exceeding twenty-four (24) hours over the twelve (12) months prior to the leave AND must meet one of the following Qualifying Family Events:

- Be the biological parent to and legal guardian of a newborn child; or
- The placement with the staff member of a child[1] for adoption or foster care.[2]

Time Provided

PPL will run concurrently with any time taken under the Family Medical Leave Act ("29 CFR Part 825").

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[1] Adopted or foster placed child must be younger than compulsory school age for an employee to be eligible for a full allotment of PPL. In other words, if the child to be placed for adoption or foster care is older than compulsory school age, employee shall not be eligible for PPL. "Compulsory school age" shall be defined as in ORC 3321.01(A)(1) which states: "A child between six and eighteen years of age is "of compulsory school age"[.] A child under six years of age who has been enrolled in kindergarten also shall be considered "of compulsory school age" [.]"

[2] Employees shall not be eligible for PPL for the foster placement and adoption of child. Employee, shall be eligible for foster placement or adoption of child, whichever occurs first. Only one allotment of PPL is available per child.

Eligible full-time employees will receive a maximum of six weeks (30 business days) of PPL per Qualifying Family Event. Employees designated as part time shall receive PPL in the amount of hours of hours they work per week for six weeks per Qualifying Family Event.[3] Eligible full-time birth mothers, who deliver a child via a cesarean section, will receive a maximum of eight weeks (40 business days) of PPL for the birth of the their newborn child. Eligible part-time birth mothers, who deliver a child via a cesarean section, shall receive PPL in the amount of hours of hours they work per week for eight weeks.

The birth, adoption or placement of multiple children does not increase the allotment of PPL. Employees are not eligible for more than one allotment of PPL in any rolling 12-month period.

Employees who have a child placed with them for adoption or foster care, and the child is older than compulsory school age, shall be eligible for one week of PPL (5 days for full-time employees) and the amount of hours worked per week for part-time employees.

PPL must be used within the three-month period following a Qualifying Family Event.

Request and Authorization Process

To receive PPL, employees must provide 30 days' notice of their need to take PPL when the need is foreseeable and such notice is practicable. If PPL is foreseeable less than thirty (30) days in advance, the employee must provide notice as soon as practicable. When the need for PPL is not foreseeable, the staff member must provide notice as soon as practicable under the facts and circumstances of the particular case.

Employees must complete the forms and provide documentation as required by the District to substantiate the request.

Pay and Benefits

PPL pay will be administered on regularly-scheduled pay dates according to the employees' normal schedule. PPL shall not include any overtime pay. PPL shall not be permitted for leave for during extended day contracts. Holidays that occur during the leave period shall be counted as one day of Parental Leave and paid as such[4]. PPL must be taken in full days, except if part-time employees normally work only partial days, they must use PPL in increments which equates to a normal work day.[5]

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[3] For example, an employee who works 25 hours a week, will receive 150 hours (25 hours x 6 weeks) of PPL.
[4] The employee shall only receive their daily rate for any holiday which overlaps with their PPL, meaning, Employees will not receive "double pay" PPL and holiday pay.
[5] For example, an employee who works 4 hours per day, must take their leave in 4 hour increments.

If both parents are employees who work on the same campus, the parents may not use PPL simultaneously. If both parents are employees in different campuses, they may take PPL at the same time.

Employees on PPL receive all employer-paid benefits and continue to accrue all other forms of paid leave as if they were in active pay status.

For the ~~Board~~:

By: _____

For the Association:

By: _____ 6/2/25