Fri, 06/27/2025 04:44:03 PM SERB

0620-01
25-MED-02-0102
45676

NEGOTIATED AGREEMENT

between the

BIG WALNUT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

and the

BIG WALNUT EDUCATION ASSOCIATION

From: July 1, 2025 to June 30, 2028

TABLE OF CONTENTS

ARTICLE		PAGE
I	RECOGNITION	1
II	MANAGEMENT RIGHTS CLAUSE	1
III	NON-DISCRIMINATION	1-2
IV	NEGOTIATIONS PROCEDURES	2-4
	A. Scope of Bargaining	2
	B. Directing Requesting	2
	C. The Negotiations Meeting Period	2-3
	D. Agreement	3
	E. Disagreement	3-4
V	GRIEVANCE PROCEDURES	4-7
	A. Definitions	4-5
	B. Purpose	5
	C. Procedure	5-7
	1. Level One – Informal	5
	2. Level Two – Immediate Supervisor	6
	3. Level Three – Superintendent	6
	4. Level Four – Arbitration	6-7
VI	PRINCIPAL'S ADVISORY COMMITTEE	7-8
	A. Purpose	7
	B. Building Leadership Team Representation	7
	C. Agenda	7-8
	D. Meetings	8
VII	CLASS SIZE	8-9

ARTICLE		PAGE
VIII	SPECIALISTS	9
IX	NON-TEACHING DUTIES	9-11
	I. Curriculum Development	11
X	REDUCTION IN FORCE	12-13
XI	MEMBER EVALUATION	14-16
	A. Purpose	14
	B. Evaluation Team	14-16
	C. Evaluation Procedures	16
XII	TEACHER FACILITIES AND CONDITIONS	16-19
	F. Professional Dress and Appearance	18
	G. Tuition Free	18
	I. Environmental Concerns	18-19
XIII	ASSOCIATION RIGHTS	19-21
	E. Association Delegate Leave	19
	K. Payroll and Member-Authorized Deductions	20
XIV	TEACHER PROFESSIONAL ORGANIZATION (TPO)	21
XV	SICK LEAVE	22-24
	D. Illness in the Immediate Family	22
	E. Death in the Immediate Family	22-23
	G. Sick Leave Bank	23-24
XVI	LEAVE PROVISIONS	24-27
	A. Illness Disability Leave	24
	B. Family and Medical Leave Act	24

ARTICLE PAGE

C. Pregnancy Leave 25

D. Long-Term Unpaid Leave of Absence 25

E. Short-Term Unpaid Leave of Absence 25-26

G. Parental Leave 26

H. Jury Duty 26

I. Assault Leave 26-27

XVII PERSONAL LEAVE 27-28

XVIII PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT 28-30

A. In-Service Education Projects 28

B. Student Teachers 28-29

C. Professional Leave 29

D. Tuition Reimbursement 29-30

E. Local Professional Development Team (LPDT) 30

XIX TEACHER SUBSTITUTION IN AREAS OTHER THAN NORMAL ASSIGNMENT 30-31

XX PERSONNEL RECORDS 31-32

A. Placement of Materials in File 31

B. Right to Review 31

C. Board Policy - Matters Regarding a Professional Staff Member 31-32

XXI SCHOOL CALENDAR 32-33

XXII TEACHER EMPLOYMENT 33-36

Fair Dismissal 34

D. Non-Renewal or Termination of Teaching Contracts 34-35

ARTICLE PAGE

F. Just Cause for Non-Renewal or Termination of Limited And Continuing Contracts 35-36

G. Part-Time Teachers 36

XXIII VACANCIES AND TRANSFER 37-40

B. Definitions 37

C. Assignment of Members to Posted Vacancies 38-39

D. Transfer and Reassignments of Members 39-40

E. Voluntary Transfers or Reassignments to Posted Vacancies 40

XXIV INSURANCE AND ANNUITIES 40-41

XXV SALARY 41-46

B. Salary Schedule Movement 41-42

Salary Index 43

Salary Schedules 44-46

XXVI SUPPLEMENTAL SALARY 47

XXVII SEVERANCE PAY 47

XXVIII STRS ANNUITY PLAN 47

XXIX ACADEMIC FREEDOM 48

XXX RETIRE/REHIRE 48-49

XXXI JOB SHARING 49-50

XXXII CONTRACT MAINTENANCE 50-51

A. Waiver of Negotiations 50

B. No Strike Clause 50

C. Severability 50

ARTICLE PAGE

D. Midterm Bargaining....50

E. Duration of Negotiated Agreement....51

APPENDIX

A Grievance Report Form.... 52-53

B Supplemental Salary Schedule.... 54-62

C Computer Use Agreement.... 63-66

D Summary of Benefits 67

ARTICLE I – RECOGNITION

A. The Big Walnut Education Association, affiliated with the Ohio Education Association, and the National Education Association, hereinafter referred to as the Association, is recognized by the Big Walnut Local Board of Education, hereinafter referred to as the Board**,** as the exclusive and sole bargaining agent for members of the bargaining unit.

B. Bargaining Unit - The bargaining unit shall comprise all classroom teachers, counselors, special teachers, and all certificated, Educational Support Personnel as defined by the State of Ohio Department of Education and Workforce: counselors; library media specialists; school nurse; visiting teachers; social workers; elementary art, music and P.E. This provision shall not include hourly certificated personnel including, but not limited to, home instructors, substitute teachers, Superintendents, principals, assistant principals, teaching principals, and other supervisory and administrative personnel of the district. The exception to this provision is a substitute teacher as defined in Article XXIII, Vacancies and Transfers, Section (C) (4) shall be included in the bargaining unit.

C. "Member" Defined – The term "member," when used hereinafter in this Negotiated Agreement, shall refer to all employees represented by the Association in the Bargaining Unit as determined in Article 1, Recognition.

D. Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in adherence to Ohio law.

E. New Bargaining Member Orientation: the District shall provide an annual orientation for all newly hired staff members prior to the start of the school year.

F. The District shall provide electronic notice to the Association President and Vice President of the date, time and location of the new staff orientation.

G. The Association shall be provided not less than sixty (60) uninterrupted minutes of time to communicate with potential new members at each new staff orientation. Only potential new members shall stay during this portion of the orientation.

ARTICLE II – MANAGEMENT RIGHTS CLAUSE

The Board retains all the rights, powers, duties and authority granted by law and shall adopt, rescind, or modify such policies, rules and regulations as it deems appropriate so long as such policy, rule or regulation does not conflict with a lawful provision of the Negotiated Agreement.

ARTICLE III – NON-DISCRIMINATION

The Board and the Association agree that the Board's policies and practices affecting members and the Association's representation of the interests of members shall be without discrimination based on membership in the Association, race, color, national origin, creed, gender, sexual orientation,

marital status, handicap, age, genetic information, military status, or the free exercise of any right guaranteed by law, government regulation under the color of law, or by this negotiated agreement.

ARTICLE IV – NEGOTIATIONS PROCEDURES

A. Scope of Bargaining

The scope of bargaining between representatives of the Board and the Association shall be all matters with respect to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. The parties may agree to and follow negotiation procedures and timelines different from those provided in this negotiated agreement or R.C. Ch. 4117.

B. Directing Requests

Either party may request negotiations on or after February 1st of the year of expiration of the Negotiated Agreement. A request initiated by the Association shall be directed to the Superintendent or his/her designee. Requests initiated by the Board shall be directed to the President of the Association. The party initiating a request to negotiate must file a Notice to Negotiate with the State Employment Relations Board.

C. The Negotiations Meeting Period

1. The first negotiations session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations.

2. Both parties shall submit, at the first negotiations meeting, fully written proposals with language to be added and/or removed for all provisions the parties are submitting for negotiations.

3. No new proposals shall be submitted by either party after the initial bargaining meeting without the consent of both parties.

4. All meetings shall be scheduled with no interruption of or resulting interference with school schedules. Meetings shall be conducted at other than school time, except by mutual consent, with no loss in pay to members on the negotiating team.

5. Negotiation meetings shall be in executive session.

6. During the course of negotiations, agreements shall be reduced to writing, dated, and initialed by representatives of each negotiations team.

7. Each negotiation team shall have no more than six members. Each party has the right to choose their representatives either from within or outside the school district. No other person or persons shall be present during the negotiations meeting unless mutually agreed upon by members of both negotiating teams.

8. Either team may call for a caucus at any time.

9. Except as provided herein, the negotiating period shall conform to, and comply with, the requirements of R.C. Ch. 4117. All sessions are to be completed within this time unless extended by mutual agreement.

10. Prior to and during the period of negotiations, the Board and the Association shall provide each other upon written request and within a reasonable time period, essential information available concerning financial resources of the district and such other information as will assist the negotiations teams in their deliberations. Provided, however, nothing herein shall require either party to provide confidential information compiled.

11. All sessions of the negotiations meetings shall be in "good faith." Good faith requires the parties to make a sincere effort to reach agreement upon matters under consideration but requires neither party to agree nor to make a concession. The parties agree to grant to their respective representatives the power and authority necessary to negotiate within the spirit of these provisions on the matters under consideration.

12. While negotiations are in progress, news releases to the public shall be made only after a copy of such release has been given to the opposite party.

13. Progress reports may be made to the represented bodies by either negotiations team at the discretion of the team.

D. Agreement

When the negotiations teams reach tentative agreement on a successor contract, said contract shall be submitted to the Association with a recommendation for approval for ratification within fifteen (15) calendar days following tentative agreement. Upon ratification by the Association, the contract shall be submitted to the Board for consideration at the next regularly scheduled Board meeting occurring more than fifteen (15) calendar days thereafter. If either side fails to ratify or approve the terms of the tentative agreement, all terms previously agreed upon are null and void. When so ratified and adopted, the negotiated agreement shall become a binding contract between the parties for the period stated therein. The Superintendent or his/her designee shall provide electronic access to the negotiated agreement to each employee who is, or becomes, a member of the bargaining unit during the life of this negotiated agreement or upon ratification of a successor contract.

E. Disagreement

1. <u>Request for Mediation</u>

   a. If a tentative agreement is not reached by the parties after consideration of proposals and counterproposals, either party may petition the Federal Mediation and Conciliation Service (FMCS) to assign a mediator.

2. Mediation Process

a. The mediation process shall commence with the assignment of the mediator.

b. The mediator shall have no authority to bind the parties to any agreement; nor shall he/she alter, modify, or amend any agreement between the parties.

c. The process described herein shall not abrogate the Association's right under R.C. 4117.14 (D) (2) to conduct a lawful strike providing the following conditions are met:

(1) The negotiated agreement has expired.

(2) The mediation process described above has been completed.

(3) The statutorily required ten (10) day written notice (including the date and time of the commencement of the job action) has been appropriately filed.

d. The procedures contained in this Article constitute the parties' mutually agreed upon dispute resolution procedure and are intended to supersede any contrary provision of R.C. Ch. 4117. (Public Employees Collective Bargaining Law)

3. Alternate Settlement Procedures

Nothing in this Article shall be construed to prohibit the parties, at any time, from voluntarily agreeing to submit any or all of the issues in dispute to any other alternative dispute settlement procedure.

ARTICLE V – GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance procedure" is a method by which a member can express a complaint, problem or dispute without fear of reprisal and obtain fair hearing at progressively higher levels. Said procedure shall provide democratic interpretation and application of personnel policies and practices.

2. A grievance is defined as a complaint alleging a violation, misinterpretation, or misapplication of the Negotiated Agreement.

3. A "grievant" shall be defined as a member, group of members or the Association who allege to have a grievance. Grievances must identify each member and/or group alleged to have been harmed by the action(s) being grieved. The grievant may

be accompanied at all hearings or meetings by an Association representative of his/her choice.

4. A "day" in this article shall mean a school calendar day on which the central office is open, exclusive of recognized state and/or federal holidays, and winter and spring recess. The number of days indicated at each level shall be considered as maximum and shall be adhered to in expediting the procedure. Time limits may be extended only by mutual agreement of all parties concerned.

5. Immediate Supervisor - The immediate supervisor is the building principal.

6. Reprisal – No censure or other adverse action shall be taken against any member participating in the grievance procedure.

B. Purpose

1. The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances.

2. Nothing contained herein shall be construed as limiting the individual rights of a member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication, without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with terms, conditions, and requirements of the Negotiated Agreement.

3. A grievant shall initiate action within thirty (30) days of the event or condition upon which the grievance is based, or within thirty (30) days of the date on which the member(s), and/or Association learned of, or reasonably could have been expected to have knowledge of, the event or condition upon which the grievance is based, or no later than thirty (30) days following the most recent date on which a long-term and continuing event or condition giving rise to the grievance is deemed to have occurred or existed. Failure to file a timely grievance at the initial or subsequent step shall constitute a waiver of the right to any further action under this procedure.

C. Procedure

1. <u>Level One – Informal</u>

Within thirty (30) days of an event or condition that a grievant considers a grievance, the grievant shall discuss the grievance with the immediate supervisor. The grievant may do this alone or with an Association representative. Level One shall be accomplished when the grievant submits the Grievance Report Form, Appendix A, Level One, to the Immediate Supervisor, prior to the discussion. The Immediate Supervisor shall provide his/her disposition to the grievant within ten (10) days of the discussion.

2. Level Two – Immediate Supervision

If the grievance is not resolved, it may be pursued further by submitting the Grievance Report Form, Level Two, to the immediate supervisor by the tenth (10^{th}) day after the written notice of the Level One disposition. Within ten (10) days of receipt of the Level Two Grievance Report Form, the immediate supervisor shall schedule and meet with the grievant. The grievant(s) shall be represented at this meeting. The immediate supervisor shall take action on the written grievance within ten (10) days after such meeting.

3. Level Three – Superintendent

If the grievant is dissatisfied with the disposition of the grievance at Level Two, the grievant shall complete the Grievance Report Form, Level Three and submit same to the Superintendent or his/her designee within ten (10) days of the written disposition at Level Two. Within ten (10) days of receipt of the Level Three Grievance Report Form, the Superintendent or his/her designee shall meet with the grievant and their Association representative. The Superintendent or his/her designee shall execute a written disposition of the grievance within ten (10) days after the meeting.

4. Level Four – Arbitration

If the grievant is dissatisfied with the disposition of the grievance at Level Three, or if the Board fails to file a timely response, within the time lines specified herein, the grievant shall notify the Superintendent of their intent to proceed to arbitration by completing the Grievance Report form, Appendix A, Level Four, file an "arbitration demand" with the tribunal administrator of the appropriate office of the American Arbitration Association (AAA), and provide a copy of such demand to the Superintendent within ten (10) days of receipt of the Level Three disposition.

a. Selection of the Arbitrator: The Arbitrator shall be selected from a list supplied by the American Arbitration Association (AAA). All procedures relative to the arbitration shall be according to the voluntary rules and regulations of the AAA.

b. Authority of the Arbitrator: The Arbitrator shall have no authority to issue any award contrary to the provisions of this Negotiated Agreement or the laws and regulations governing the operation of public schools in the State of Ohio.

c. Decision of the Arbitrator: The decision of the Arbitrator shall be binding upon all parties and shall be final.

d. Costs of the Arbitration: The costs of the arbitration hearing shall be borne entirely by the party designated by the Arbitrator as "the loser" of the grievance. All Association participants will be released at no loss of pay.

5. A grievance may be withdrawn at any level without prejudice.

   "Without Prejudice" Defined – A grievance may be withdrawn at any time and shall constitute final resolution of the specific grievance, but such withdrawal does not constitute agreement with the Board's position or preclude the Association from filing another grievance concerning the same provision of the Negotiated Agreement in the future.

6. If the Board, named herein to administer this grievance procedure, should fail to answer any grievance within the time limits established, then the grievance shall be advanced to the next step. Any grievance not referred to the next step, within the timelines specified herein by the grievant will be considered a termination of the grievance.

7. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the grievant and the appropriate administrator.

8. Forms for processing grievances shall be found in Appendix A, Grievance Report Forms.

9. Record Keeping – Grievances and all related correspondence and documentation will be retained separately from a grievant's personnel file. Access shall be made only by mutual consent of the Superintendent or his/her designee and the President of the Association, or if disclosure is required by law.

ARTICLE VI – BUILDING LEADERSHIP TEAM

A. Purpose

The Building Leadership Team ("BLT") provides an opportunity for staff to provide input and collaborate with the building principal on continuously improving the culture, instruction, and student experience with the building. A BLT shall be formed in each building that will meet as often as deemed necessary by the parties, but not less than every month excluding June and July.

B. Building Leadership Team Representation

Representatives of each grade level and/or department will be appointed by the Principal either as a Department Chair or BLT. Those representatives who are not Department Chairs will be compensated according to Article XXVI, Supplemental Salary.

C. Agenda

The agenda shall be comprised of items submitted by either party not less than two (2) work days prior to the scheduled meeting. The BLT will only discuss issues on an agenda, unless both parties mutually agree to additional topics.

1. Items on the agenda shall not pertain to grievances or the settlement thereof or deal with items that require collective bargaining.

D. Meetings

The Principal will be responsible for leading the meeting. Responsibility for taking and distributing minutes of the meeting will be assigned annually among the participants on a rotating basis. Minutes of the meeting shall be prepared and distributed by BLT members not less than five (5) school days after the meeting has been held.

E. The parties agree that the participation and concurrence with actions taken by the BLT do not waive the contractual provisions of the Negotiated Agreement and that no contractual provisions will be waived to allow the BLT to function. Furthermore, participation in and discussion of issues within the BLT does not constitute a waiver of the right to negotiate under R.C. 4117 by the Association any issue it deems negotiable under the negotiations provisions of the state law and the Negotiated Agreement.

ARTICLE VII – CLASS SIZE

A. The Board shall employ no fewer classroom teachers than required by the state statutes or the state minimum standards.

B. The ratio of teachers to pupils on a district-wide basis shall be at least one full time equivalent classroom teacher per 25 pupils in average daily membership. Said ratio shall be calculated in accordance with R.C. 3317.02 and 3317.023.

C. The ratio of teachers to pupils in kindergarten through fourth grade on a district- wide basis shall be at least one full time equivalent classroom teacher per 25 pupils in average daily membership. Said ratio shall be calculated in accordance with R.C. 3317.02 and 3317.023. Understanding that class sizes cannot always be reduced at all grade levels at the same time, the Board and the Association recognize that it is in the best interest of the pupils and the bargaining unit members to initially strive to reduce class sizes at the lower grade levels and proceed to the higher grade levels as financial circumstances permit.

The Board believes that class sizes should not be larger than necessary to maximize the learning experience for pupils, taking into account the available classroom space, staff, financial resources and scheduling needs. Class size should also take into account any students with special needs who are mainstreamed into regular education classes, and any additional educational needs presented by pupils who are repeating the class and pupils who may have additional educational needs as reflected on a Section 504 plan.

The Board will seek to reach the following class size goals to the extent reasonably feasible with 25 students in grades K-3, 27 students in grades 4-8, and 29 students in grades 9-12.

The class size number for purposes of this provision shall include mainstreamed special education students (if one full period or more).

D. The Superintendent or his/her designee shall provide to the Association President, if requested, projections, in writing, of class sizes and teaching load lists prior to each school year. All class size projections shall be based upon projected fall enrollment. If at any time the projected or actual size of a class(es) exceeds the goals set forth in this Section, the Superintendent or his/her designee and the Association President shall meet and discuss the situation at the request of either party.

E. It is mutually recognized that the presence of students with special needs can have an impact on the appropriate class size and the workload of the regular classroom teacher. A good faith effort will be made and documented in writing by the building administration to adjust class size where appropriate, taking into account, among other factors, the number of students with special needs, the nature of the disabilities, the class size prior to mainstreaming, and the extent of support and assistance being provided by the ancillary staff members.

F. All classes that exceed the aspirational goals will be brought before a class size team prior to the regularly scheduled September Board of Education meeting, or as requested by a member. The team will be comprised of the teacher affected, the BWEA building representative, the BWEA President, the building principal, and two other district administrators. This team will work to develop a plan of action that could include additional staff. These recommendations will be forwarded to the Superintendent and a decision will be determined within 10 school days.

ARTICLE VII – SPECIALISTS

A. A minimum of five full-time equivalent educational service personnel shall be employed on a district-wide basis for each 1,500 pupils in average daily membership. Said ratio shall be calculated in accordance with R.C. 3317.02 and 3317.023.

B. Educational service personnel shall be assigned to at least four of the following areas: counselor, library media specialist, social worker, school nurse, STEM, art, music and physical education. Educational service personnel assigned to elementary art, music and physical education shall hold the special teaching certificate in the subject assigned.

C. No educational service class, K-8, shall exceed 38 students except band, chorus, or other such performing groups.

D. Notwithstanding the foregoing, if the State Auditor certifies an operating deficit in the District pursuant to R.C. 3313.483, (auditor of state to determine financial ability of district to operate), the only staffing requirements for educational service personnel shall be those necessary to meet the state minimum standards.

ARTICLE IX – NON-TEACHING DUTIES

A. Members may be required by the building principal to attend meetings outside the regular seven and one-half (7.5) hour school day, provided such meeting does not exceed forty-five (45) minutes beyond the regular seven and one-half (7.5) hour day. Only one (1) such

meeting may be scheduled per month that exceeds the seven and one-half (7.5) hour day.

B. Members shall attend the "Open House(s)" and/or “curriculum night(s)” appropriate to their building assignments. Compensatory time off will be provided to those members required to attend an open house and/or “curriculum night(s)” on a day that is not a scheduled work day. An Open House and/or “curriculum night(s)” scheduled in the evening of a work day, will count as one (1) of the functions required under Section C.

C. Members shall not be required to chaperone or attend more than two (2) functions per year which are scheduled outside of the regular seven and one-half (7.5) hour school day. Functions for which members have been granted compensatory time off shall not be counted as one of the two (2) functions. Members may request approval from their principal to count another evening event toward the two (2) required school functions. If more than two (2) approved functions are attended the member may receive flex time to be used at a time mutually agreed upon with their building administrator, provided their professional responsibilities are fulfilled. Attendance at any other such school functions outside of regular school hours shall be on a voluntary basis, by stipend, and/or by supplemental contract. No administrator or supervisor shall mark the attendance or absence of any member at any voluntary function.

Annually, on or before the first member work day in September, each building principal shall notify the staff of the name and anticipated date of each of the functions that the member is expected to chaperone or attend for the school year. Attendance and/or chaperoning at the two (2) functions shall not be scheduled to include more than a six (6) hour commitment per school year.

After the completion of two (2) approved school functions, members shall receive their hourly per diem rate for each additional approved school function.

D. In addition to the allowances above, members may be required to participate in up to twenty (20) hours per year of meetings, outside the member work day, not to exceed an eight (8) hour day unless mutually agreed upon, such as pre- and post-observation conferences, ETR/IEP meetings, and other meetings deemed necessary by the District. This time shall not count toward any allowable compensatory time off for members unless it exceeds an eight (8) hour total day. Additionally, meetings for which a member receives additional pay, shall not count toward the twenty (20) hours referenced herein. Members have the responsibility of substantiating these hours, if the need arises.

E. Members shall have the opportunity to participate in curriculum, textbook and course of study teams.

F. Participation on all district or building team is voluntary. When staff members volunteer to serve on a district or building team they may apply for and receive CEU’s approved by the LPDT if available for such service. In addition, members may be granted up to four (4) in-service hours which shall apply to their optional in-service hours provided a plan is submitted for approval to the Superintendent or his/her designee and is approved. The plan must demonstrate how the experience contributes to the member’s professional growth.

G. Kindergarten Screening Compensation

Kindergarten screening is a critical process that ensures your learners are placed in the best possible environment for their success. Educators conducting these screenings outside the standard school work calendar shall be compensated at the BA-0 rate for their participation in screening activities.

H. At-Home Instruction Compensation

Teachers providing at-home instruction outside the regular work day, whether due to medical accommodations, individualized student needs, or District mandates, shall be compensated at the BA-0 rate.

I. Curriculum Development

1. The Board recognizes that member involvement in the planning and implementation of curriculum development is desirable.

2. Any special study teams needed will operate within the time constraints as outlined in Article XII entitled, "Teacher Facilities and Conditions."

3. All course or program changes desired for the following school year should be submitted to the Board no later than the regular meeting of the Board in December.

J. A member who volunteers to engage in the overnight supervision of pupils as part of a co-curricular assignment and who is not otherwise compensated for the activity will be paid one hundred fifty dollars ($150) per day. The Washington DC trip coordinator(s) will be paid $1,000 total and the Outdoor Education School coordinator(s) will be paid $500 total for each trip to be split among the coordinator(s).

K. No member will be required to perform an invasive medical or other support service (such as but not limited to changing diapers) required by a student with special needs if the performance of such service does not reasonably fall within the member's existing competence and training.

L. Extended Service

1. Should the duration of service of any member of the bargaining unit extend beyond the regular school year and not be covered by another section of this Agreement, said member must apply for extended service at the member's current daily rate exclusive of supplementary pay by April 1 of each school year. The number and length of any extended service must be pre-approved by the Superintendent and completed by the first contract day of the next school year.

2. During the same pay period that a member completes extended service, the member must turn in a timesheet specifying the hours worked and describing the work performed that was pre-approved on their application.

ARTICLE X – REDUCTION IN FORCE

A. Reduction in Force (RIF) may be necessary because of decreased enrollment of pupils in the District, changes in curriculum, changes in the use of personnel, lack of funds, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district or for any other similar reason. This Article applies to supplemental contracts as well as regular contracts provided that there shall be no right of recall to a supplemental contract beyond the school year in which the contract is suspended.

For purposes of this Article, decreased enrollment of pupils shall include consideration of subject-area enrollment as well as district-wide enrollment. Decreased enrollment of pupils shall also take into account declining enrollment over the five year period immediately preceding the RIF, and thus is not limited to declining enrollment in the current or previous year.

B. Where known and where possible, the number of persons affected by a RIF will be kept to a minimum insofar as is practicable by not replacing members who retire or resign.

C. Except as provided in Section D below, reductions may be achieved only by suspension of contracts in accordance with Section 3319.17.

D. Vacancies created by members who retire, resign, are on leave of absence, or whose limited contracts are not renewed under Article XXII, when such vacancies are not filled, do not constitute a reduction-in-force.

E. In suspending contracts within the areas of certification or specialties affected, preference shall be given to members on continuing contracts. The Superintendent or his/her designee shall determine the specific areas of certification and the specialties, as well as the specific positions and/or work locations to be affected by the reduction-in-force.

F. Members on limited contracts shall be reduced first, utilizing the following order:

1. Licensure/Certification;
2. Competency as determined by formal evaluation;
3. When evaluations are comparable, reductions will be made based on reverse order of seniority (i.e. lowest in seniority will be first reduced).

G. If further reductions are needed, members on continuing contracts shall be reduced utilizing the following order:

1. Licensure/Certification;
2. Competency as determined by formal evaluation;
3. When evaluations are comparable, reductions will be made based on reverse order of seniority (i.e. lowest in seniority will be first reduced).

H. All most recent evaluations resulting in a final summative rating of developing, skilled, or accomplished shall be comparable for the duration of this contract.

I. Seniority shall be determined by placing all members on seniority lists within their area or areas of certification giving preference, within each area of certification, first to members on continuing contracts, then to professionally or permanently certificated members on limited contracts, and finally to limited contract members with temporary or one-year vocational certification. Such seniority lists shall be revised at least annually, and no later than November 1 of each year; and a copy of each revision shall be provided to the president of the Association within thirty (30) days of its completion.

1. If two (2) or more members on any seniority list shall have the same length of continuous service, seniority shall be determined by:

    a. the date of the Board meeting at which the member was hired; and then by

    b. total teaching experience in the Big Walnut Local School District; and then by

    c. total teaching experience as certified by the STRS; and finally by

    d. the last four (4) digits of the member's Social Security Number, with the low number prevailing.

    Length of continuous service shall not be interrupted by authorized leaves of absence.

J. Members selected for non-renewal or suspension of contract shall be placed on a "RIF List" which shall be organized by Certification Areas and which shall list each member in descending order of seniority within each area of certification held by each such member. As positions or vacancies become available for which such members are certified, those members shall be recalled to employment in reverse order of layoff within the applicable area(s) of certification in which such new positions or vacancies occur. Notice of recall shall be given by telephone and registered mail to the last telephone number and last address given by the member. It is the responsibility of members on the RIF list to keep the Board advised in writing of a telephone number and mailing address at which he or she can be reached, and also of any change in the certification of the member.

Each member shall remain on the RIF list for two (2) school years, provided that the rights herein granted to a member shall be forfeited by the member should he or she: (1) waive his or her recall rights in writing; (2) resign; (3) fail to accept recall as provided for herein; or (4) fail to report to work in a position that he or she has accepted within ten (10) school days after receipt of the notice of recall. Members on the RIF list shall have the right to continue to participate at the members' expense, in group insurance programs without interruption in benefits, to the extent authorized by law.

ARTICLE XI – MEMBER EVALUATION

A. Purpose

1. To assess a member's work performance.

2. To help the member to achieve improved knowledge and skills in performance of the work assignment.

3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

B. Evaluation Team

The Association and the Board agree to a joint Evaluation Team for the purpose of creating, revising and monitoring the components of the system for the evaluation of members as defined in Article I, Recognition in the Big Walnut Local Schools. The components of the evaluation system to be developed by the team include but are not limited to an evaluation framework, procedures, processes, and all forms and other tools that are used by the member's evaluator or that an evaluated member is required to complete as part of the evaluation per Article XI, Definitions, Section C Evaluation System.

1. Composition

   a. The evaluation team shall be comprised of no less than one (1) Association member from each building appointed by the Association president and no less than one (1) team member per building appointed by the Board or its designee.

   b. Association team members will serve for a minimum of one full school year. Consecutive terms are permissible.

   c. Association team members shall be representative of elementary, secondary and specialty areas within the district.

   d. The evaluation team will remain intact for the duration of this contract. The team can be dissolved if the evaluation team recommends such action and the recommendation is ratified by the Board and Association per Article IV, Negotiations Procedures, Section (D), Agreement.

2. Operational Procedures

   a. The evaluation team shall be chaired jointly by an evaluation team member from the Association and an evaluation team member from the Board.

b. Evaluation team members will receive training in the state adopted Evaluation Framework model on an on-going, as-needed basis.

c. The evaluation team will establish by mutual agreement a meeting calendar and timeline for work completion.

d. Evaluation team agendas will be developed jointly by the co- chairpersons of the evaluation team.

e. At the initial evaluation team meeting each year, the evaluation team will develop the ground rules and voting procedures by which the evaluation team will operate. These will be written, approved, reviewed, and modified annually only with the approval of all evaluation team members.

f. At each evaluation team meeting, the group will select an individual to act as the official recording scribe for that meeting.

g. Minutes of the evaluation team meetings will be distributed to evaluation team members, the Association President and the District Superintendent within five (5) school days following meetings of the evaluation team.

h. The evaluation team may establish sub-teams to assist with the work.

i. Sub-teams will be jointly appointed by the Superintendent/ designee and the Association President/designee.

j. The evaluation team shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, will be borne by the Board.

3. Compensation

a. Association members of the evaluation team will receive release time for evaluation committee work and training including but not limited to the development, implementation, revision and monitoring of the evaluation system.

4. Team Authority

a. The evaluation team shall not have the authority to negotiate wages, hours or terms and conditions of employment.

b. The evaluation team is responsible to jointly, revise and monitor the member evaluation system. The components of the new evaluation system to be revised by the evaluation team include but are not limited to an evaluation framework, procedures, processes, definitions, all forms and other tools.

5. Adoption and Revision of Evaluation System

a. Recommendations for any needed modifications to the evaluation system will be formally suggested in writing by the evaluation team to the association president and superintendent no later than September 1 of that school year in order to be implemented for that academic year. The evaluation team will include the specific rationale for recommended changes.

b. All modifications to the adopted evaluation system will be subject to ratification by the Board and the Association per Article IV, Negotiations Procedures.

c. The obligation for mid-term bargaining for changes in the evaluation system will be triggered by employer changes to the Board adopted Big Walnut Local Schools Evaluation Policy affecting terms and conditions of employment not addressed during negotiations of this contract.

d. In the event of legislative action by the Ohio General Assembly that materially affects this topic, the parties to the Agreement agree to reconvene bargaining to make the appropriate adjustments required per Article IV, Negotiations Procedures.

C. Evaluation Procedures

1. For the term of this contract, members shall be evaluated using the evaluation tools developed and approved by the Evaluation Team.

2. All observations shall be made openly. No member shall be observed for purposes of evaluation without the full knowledge of the member. No observations shall be conducted by the use of electronic surveillance, unless the evaluation document authorizes the use of such equipment or the member has consented to such use.

3. Teachers are authorized and required to raise any objections to the evaluation procedure (but not the evaluator's judgment or conclusions) through the grievance procedure. The Board may reevaluate any teacher filing objections to the evaluation procedure and the reevaluation, if properly done, will cure any defects.

4. The evaluation timeline and procedures will be established by the Evaluation Team annually and communicated to all members no later than September 30 for that school year.

ARTICLE XII – TEACHER FACILITIES AND CONDITIONS

A. Each member shall have unassigned time included within the framework of the seven and one-half (7.5) hour work day, in addition to a thirty (30) consecutive minute, uninterrupted duty free lunch barring unforeseen or extenuating circumstances.

1. Members assigned to the intermediate, middle or high school buildings, excluding traveling members, shall have no less than forty-three (43) consecutive, duty-free minutes of preparation time per day within the student day.

2. Members assigned to an elementary building or traveling members, shall have no less than fifty (50) minutes duty-free preparation time per day, which may include student-free time when physical education, art and music classes are being taught by a special teacher. These members shall not be required to be available during their preparation time.

3. If a member is required by the administrator to lose preparation time or has to stay after the contractual workday for meetings such as IEP or ETR meetings (beyond time noted in Article IX, Item D), the member will receive flex time to be used at a time mutually agreed upon with their building administrator, provided their professional responsibilities are fulfilled.

4. Traveling member shall be defined as: a member with assignments in more than one building.

5. The preparation time set out in Article XII, Teacher Facilities and Conditions, Section (A) (1) and (2) above may include time spent in member initiated work related activities.

B. Members shall be able to work in the building during time other than the regular work hours, but within reasonable limitations set and communicated by the District.

C. The following member facilities shall be provided:

1. A serviceable desk and chair (filing cabinet will be provided if requested) for each member.

2. A member work area containing equipment and supplies to aid in the preparation of instructional materials.

3. Space in each classroom and/or work area in which members may store instructional materials and supplies.

4. An appropriately furnished room to be used as a staff dining area, which may be additionally used as a member work area.

5. Restroom facilities separate from the student restrooms.

6. A copy machine and other appropriate technology equipment related to job function(s).

D. An area of the school parking lot will be designated for member parking.

E. In each school building, there will be an extension telephone that members may use in private for school-related work. Members will not be expected to perform duties that require the use of a telephone when a telephone is not available.

F. Professional Dress and Appearance

Members are expected to dress in a professional manner appropriate to the subject matter being taught. Occasional casual dress days in each building will be determined by the building administrator. Members, who after reasonable written notice, refuse to conform to the requirements of this provision, may be subject to discipline.

G. Tuition Free

Full time members who do not reside in the District may enroll their children as pupils, subject to the following conditions:

1. Each Member desiring to enroll a non-resident pupil under this Article shall make application to the District for enrollment not later than March 1 of the first year of enrollment. Such members shall notify the District by March 1 of each year after the first year of enrollment of the member's desire to continue the enrollment of a nonresident child enrolled during the previous year. Admission is subject to the rules and regulations set forth in Board policy and guidelines. Members will pay any tuition charges for preschool and all-day kindergarten if such program fees are charged to residents of the District.

2. Members must designate their building preference for enrollment by March 1 of each school year, and their children will be assigned accordingly. Members that do not indicate a building preference by March 1 will be considered for enrollment in the building of preference but will not be guaranteed. The Board will annually send a notice to members regarding this program.

3. The Board will adopt the resolution required by R.C. 3313.64. This Article shall be administered in accordance with applicable provisions of Ohio law.

4. Upon the member no longer being an employee of the District, the authority for admission under this provision shall end.

H. As a condition of employment, members will be required to sign the Computer Use Agreement contained in Appendix D of this Negotiated Agreement.

I. Environmental Concerns

As used in this provision, "Environmental Concerns" means concerns about extremes of temperature in a classroom, lighting, air quality and health related concerns, and other aspects of the teaching environment affecting the ability of members to teach and students to learn. The District will, annually, develop and publish in the district staff handbook, the appropriate means of notification for building environmental concerns both in the case of immediate issues and long- term environmental issues.

The administration will make reasonable efforts to address the environmental concern.

J. Conferences, meetings or conversations regarding discipline of members shall be conducted in a private and professional manner.

ARTICLE XIII – ASSOCIATION RIGHTS

A. There will be no reprisals of any kind taken against any member by reason of membership or participation in any of its lawful activities.

B. Representatives of the Association will have access to all school buildings and to all members, provided that the exercise of this right does not interfere with the educational program.

C. The Board will, upon reasonable request, provide the Association with any public documents and/or data which will assist it in developing intelligent, accurate, informed and constructive programs on behalf of members.

D. The official Board agenda will be emailed to the Association at the time it is distributed to the Board members. The Association will be provided with access to minutes of official Board meetings.

E. Association Delegate Leave

1. No more than three (3) delegates representing the Association shall be granted leave with pay to attend meetings of the OEA Representative Assembly. Such leave shall not exceed two (2) days per elected delegate in a school year. One day of Delegate leave may also be used by the Association President for Association purposes. In addition to the one (1) day of Delegate leave, the Association President or designated delegate may use up to two (2) additional days of paid leave from any available professional leave for Association purposes. Any expense incurred by such delegate(s) shall not be the obligation of the Board.

2. To conduct Association business, the Association President shall be granted release time from duties equivalent to one (1) class period per day without loss of pay.

F. The Association will have the right to use the school buildings without cost at reasonable times for meetings. The date, time, and section of the building to be used will be cleared on the calendar of the principal of that building.

G. The Association will have the right to use school facilities and equipment, including computers, printers and other duplicating equipment, public address equipment and audio visual equipment when such use does not interfere with the regular school use. Such use shall be on school premises and any costs for expendable items shall be paid by the Association.

H. The Association will have the right to use inter-school mail and the member mailboxes. The Association has the right to place organizational materials in all members' mailboxes. Copies

of all such material may be shown to the building principal, but approval from the principal will not be required.

I. The Association will have the right to have a letter prepared by the Association informing members new to the district that the Association is recognized as the exclusive bargaining agent for all members in the district.

J. The rights and privileges granted to the Association by this article will not be granted to any other member's group or organization which purports to represent any member or group of members covered by this Negotiated Agreement.

K. Payroll and Member-Authorized Deductions

1. The Board agrees to deduct from the salaries of members, dues and assessments for the Association and/or any combination of such organizations, as said members may individually and voluntarily authorize the Board to deduct, and to transmit the monies promptly to such organization or organizations. Members shall authorize deductions in writing utilizing the forms provided by the Association for such purposes. Members who wish to discontinue continuing payroll deductions shall notify the Association in writing and the Association shall transmit the request to the Board by October 1. Any portion of the annual association dues owed at the conclusion of a bargaining unit member's employment shall be deducted from the final pay. If the amount of the last payroll check is insufficient to cover the balance of the dues owed, collection of any remaining amount shall be the Association's sole responsibility.

2. All paychecks will be electronically deposited into an account designated by the member and each member will receive notification of his/her pay by email.

3. The Association agrees to indemnify the Board for any cost and/or liability incurred as a result of the implementation and enforcement of paragraph one (1) above provided that:

    a. The Board shall give written notice within ten (10) days of receipt of any claim made or action filed against the employer by a member of the bargaining unit for which indemnification may be claimed.

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

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

    d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the dues deduction provision of the

negotiated agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such provision herein.

4. The Association will certify to the Board, through its Treasurer, in writing, the current amount of its membership dues by October 1 of each year.

5. Deductions referred to in Section 1 above will be made in equal installments over twenty (20) pay periods. The Board will not be required to honor for any month's deduction any authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which deductions are to be made.

6. Association Membership: Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls, such membership shall be continuous thereafter for each subsequent membership year, unless the individual cancels his/her membership.

7. Membership Cancellation: Any individual who wishes to cancel their membership must notify the Association Treasurer in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is foregoing any rights specifically reserved to members of the Association. The Association will notify the District Treasurer within five (5) calendar days of any membership cancellation which occurs outside the cancellation period noted herein.

ARTICLE XIV – TEACHER PROFESSIONAL ORGANIZATION (TPO)

Upon written request by the Association Treasurer, a stipend shall be issued to any member for performing work for the Big Walnut Education Association and/or an affiliate of the Association.

The request shall include: the name(s) of the member(s) performing the work, the time period of the work to be performed, and the stipend amount to be paid for the work. Within ten (10) work days of the written request, the District Treasurer shall notify the Association Treasurer of the exact check amount to be paid. The amount shall include retirement contributions paid on behalf of the member(s) and other salary driven fringe benefits. To comply with STRS rules, the employer and employee contributions must be made on compensation from the member's contract. In no event shall this amount exceed the maximum allowed by O.A.C. 3301-6-01.

The Association Treasurer shall submit a check in the agreed upon amount to the District Treasurer. The Board shall pay the stipend(s) to the member(s) within thirty (30) days of the submission of the check from the Association Treasurer to the District Treasurer.

If the foregoing provisions are amended by subsequent changes to O.A.C. 3307-6-01, then such changes shall be addressed as provided in Article XXXII of this Negotiated Agreement.

ARTICLE XV – SICK LEAVE

A. Each full-time certificated member employed by the Board shall be entitled to sick leave accumulated at the rate of one and one-fourth (1 1/4) days per month for a total of 15 days per year. Accumulation of unused sick leave shall not exceed two hundred sixty (260) days.

Those members who have accrued the maximum 260 sick leave days at the beginning of a school year can take up to fifteen (15) additional sick leave days per year that will not be charged against the original 260 days. Members taking sixteen (16) or more sick leave days shall have those sick leave days deducted from their original 260 days. Accrual to reach the maximum 260 days resumes the next school year.

B. Only sick leave may be used for absence due to personal illness, injury, exposure to contagious diseases, absence for the purpose of keeping appointments with any doctors, dentists, or for any other medically related purpose, or death, involving either the member or the member's immediate family. Such sick leave may be used in either full or half day increments and shall be documented on the Employee Leave Request Form, Appendix E, or paperless equivalent. The Superintendent or his/her designee shall approve the use of long term, extended (beyond twenty [20] days) sick leave.

After five (5) consecutive days of sick leave, the Board shall request and the member provide a written doctor's excuse for the use of sick leave. Falsification of a statement is grounds for termination of employment.

C. The Association and Board acknowledge that sick leave is made available for purposes of the illness of a member, family member as defined in this Negotiated Agreement or other authorized purposes as set forth herein. Sick leave abuse is prohibited by law and is contrary to the interests of the Association, the Board and the District. Any member who is suspected of sick leave abuse may be required to attend a conference with the administration. Such member will be entitled to be accompanied by an Association representative, if requested.

The sick leave form provided by the Board will not require the disclosure of any physician's name who was visited.

D. Illness in the Immediate Family

The immediate family shall be defined as spouse, mother, father, child, sister, brother, mother-in-law, father-in-law, grandparent, step-parent, step-child; any person residing in the home of the member for whose care the member has responsibility; and any other family member at the Superintendent's sole discretion, which determination shall not be subject to the grievance procedure.

E. Death in the Immediate Family

In addition to those individuals in Section D above, the immediate family shall be defined as niece, nephew, aunt, uncle, sister-in-law, brother-in-law, daughter-in- law, son-in-law, and grandchild.

In the event of death in the immediate family a member may use up to three (3) consecutive sick leave days unless special circumstances (such as travel distance or funeral responsibilities) require additional days.

F. Members who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days, given that any advancement of days can be earned back by the end of the contract period.

G. Sick Leave Bank

1. Sick Leave Bank

   The Sick Leave Bank Team will activate a sick leave bank on an "as needed" basis. The Treasurer will be notified at least two pay dates prior to being requested to pay additional sick leave to a member utilizing the sick leave bank. No more than twenty (20) days of sick leave may be awarded a member at any one time, provided that a member may request a hearing for additional days. The Association leadership shall be responsible for the solicitation and collection of the donated days and providing the information to the District Treasurer. Individual contributions may be up to a maximum of five (5) days per request.

2. Participation in Sick Leave Bank Benefits

   Bargaining unit members are eligible for a loan of sick leave if all of the following conditions have been satisfied:

   a. The member has exhausted his or her accumulated and unused sick leave together with any advancement of sick leave as defined in Article XV (F).

   b. The member is not eligible for disability retirement under the regulations of the State Teachers Retirement System.

   c. The member is suffering from serious personal illness, or injury, or requires additional sick leave due to the serious health impairment of a family member (as defined in Article XV (D)) of a sufficiently severe nature as to warrant extraordinary relief as determined by the Sick Leave Bank Team and otherwise approved as provided in this Section.

      A member who has exhausted a loan of sick leave may request and receive an additional loan of sick leave days from the sick leave bank upon the approval of the Sick Leave Bank Team.

   d. The member has contributed at least one (1) day of sick leave to the Sick Leave Bank.

3. Application for Sick Leave Bank Benefits

Qualified members may apply for a donation from the sick leave bank. Application shall be made to the Sick Leave Bank Team. The Sick Leave Bank Team may either approve the recommendation as submitted, approve a fewer number of days or reject the application.

No grievance may be brought challenging any action of the Sick Leave Bank Team, the Superintendent or his/her designee granting, modifying or denying any request for the advancement of sick leave days under this section.

4. Sick Leave Bank Committee

The Sick Leave Bank Team shall consist of two Association members designated by the President of the Association and two representatives appointed by the Superintendent plus the Superintendent or his/her designee. The Sick Leave Bank Team shall consider individual requests for the advancement of sick leave from the sick leave bank. It shall include a determination of whether or not the criteria for the advancement of sick leave set forth in the Section have been satisfied. A separate Sick Leave Bank Team may be designated for each individual request, as determined by the Superintendent or his/her designee and Association President.

ARTICLE XVI – LEAVE PROVISIONS

A. Illness Disability Leave

Upon written request, accompanied by a written statement of support from his/her physician, a member shall be granted a leave of absence, without pay, for a period not to exceed two consecutive school years, for personal illness or disability. Such leave may be extended at the discretion of the Board. Further, however, the Board may require, and/or shall support, the member's application for "Disability Retirement Status" with the State Teachers Retirement System of Ohio (STRS) prior to, and as a condition of, the granting of such leave.

B. Family and Medical Leave Act

The Board and the Association, on its own behalf and on behalf of the members of the bargaining unit each reserve any and all rights that they are provided under the Family and Medical Leave Act of 1993 ("FMLA") 29 USC Sections 2601 through and including 2654. The Board may designate any paid sick leave or other qualified leave provided in this negotiated agreement as FMLA leave and otherwise exercise such rights as it may have under the FMLA and Regulations enacted thereunder with respect to such leave.[1]

[1] The FMLA permits qualified employees to receive up to twelve weeks of unpaid leave per year for personal or family medical reasons. FMLA leave is unpaid leave except that the Board must, during the period of the leave, continue to pay the same contribution to the staff member's health insurance contributions as was paid during the time of the staff member's active employment.

C. Pregnancy Leave

In addition to all other leave available, up to six consecutive weeks' of accrued paid sick leave will be available to members immediately after the birth or adoption of a child which will be counted toward the twelve weeks of FMLA leave. Unless such leave is extended due to illness, any extension of that leave beyond six weeks will be unpaid leave.

D. Long-Term Unpaid Leave of Absence

1. Upon written request of a member, the Board may grant a leave of absence, without pay, for a period of not more than one (1) school year, and not less than thirty (30) consecutive work days for educational, professional, maternity or compelling personal, family or emergency reasons, provided that a qualified replacement may be employed to fill the vacancy thereby created. Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other full-time permanent employment. No more than 5% of the members of the bargaining unit shall be granted such leave concurrently. Teachers applying for a sabbatical leave shall meet the additional requirements of R.C. 3319.131. Leave taken under this provision shall only occur one time per school year. Extenuating circumstances may be considered by the Superintendent or his/her designee.

2. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The member shall advise the Board of the commencement of the leave as far in advance as possible, preferably forty (40) days prior to the start of the leave. Unless otherwise specified, all leaves will terminate at the beginning of the next ensuing school year. Any teacher on leave of absence must notify the Board by March 15 of his/her intent to either return or not return to service at the beginning of the next school year. If the leave begins after March 15, the member must notify the Board no later than the last work day of the school year. Failure to notify of intent to return will be deemed abandonment of employment and such position will be considered open.

3. No member shall return to service prior to the expiration date of such leave without the approval of the Superintendent or his/her designee. Any member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.

4. Upon return from leave, a member of the instructional staff shall be given an assignment consistent with his/her area of certification.

E. Short-Term Unpaid Leave of Absence

1. An unpaid leave of absence of not to exceed five (5) days per school year shall be granted to a teacher upon satisfaction of the conditions set forth below. A teacher is eligible for such leave only one time every five (5) school years.

2. Leave must be for an extraordinary circumstance for which no other leave exists and must include written request to the Superintendent explaining the reason(s) for the unpaid leave submitted at least twenty-five (25) working days in advance of the intended leave.

3. Such leaves must be pre-approved by the Superintendent and the Superintendent may deny such requests at his/her sole discretion and for any reason. Any member who does not return to service at the stated termination date of such leave shall be deemed to have abandoned his/her contract and all rights and privileges of employment shall thereupon be extinguished.

4. This Division (E) and its implementation are not grievable under the grievance procedure set forth in this Agreement.

F. Upon the granting of leave as set forth in subsection A, C and D above, the following conditions shall be applied:

1. The member will receive information on COBRA and the portability of any supplemental life insurance.

2. The premium of any such group insurance plan shall be paid entirely by the member.

3. While there is no accumulation of leave during a Leave of Absence, any previously accumulated and unused sick leave to the credit of the teacher shall be restored upon the member's return to active service.

G. Parental Leave

Upon written request, a member shall be granted a leave of absence with pay for a period not to exceed ten (10) weekdays immediately after the birth of a child utilizing accrued paid sick leave.

H. Jury Duty

A member, upon receiving a jury summons, shall notify their building Principal/Supervisor and shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The member shall receive his/her normal pay during jury service. A leave form shall be submitted when the member becomes aware of the need to use Jury Duty Leave. The member may also retain all compensation and expenses received from serving as a juror. After completion of jury service, the member shall submit documentation to the District Treasurer.

I. Assault Leave

1. A teacher who is absent due to physical or verified disability resulting from an unprovoked physical attack upon said teacher, when the assault occurs on Board premises or when the teacher is in attendance at an official school function while in the course of said teacher’s employment, will subject to the approval of the

Superintendent, be granted up to ten (10) working days assault leave, which the Superintendent may extend at his sole discretion.

2. During such assault leave said teacher will be maintained on full-pay basis.

3. Assault leave may not be granted under this Article unless the teacher in question:

   a. Has signed a written statement justifying the granting and use of assault leave.

   b. Provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment.

4. Assault leave will be charged initially while the teacher is incapacitated as a result of the assault. If the Superintendent disapproves assault leave, sick leave credit will be charged back to the day of the assault.

5. Falsification of any of the aforesaid signed statements or the physician's certificate will be grounds for termination of employment.

6. The Board may, at its expense, require an independent physical or mental examination to verify any claim of disability for which assault leave is requested.

ARTICLE XVII – PERSONAL LEAVE

A. Certificated members shall be granted three (3) personal days in any school year that can be used without loss of pay. A bargaining unit member can accumulate a maximum of five (5) personal days. Any unused time less than a full day will not be included in the starting balance for the next school year. If a bargaining unit member ends the contract year with personal time left, the schedule for days to begin the next contract year shall be as follows:

Balance at the end of current year	Balance at beginning of following year
≥ 2 days	5 days
≥ 1 but < 2 days	4 days
< 1 day	3 days

B. Personal leave must be requested upon the Employee Leave Request Form, Appendix E, and presented to the building principal or his/her designee three (3) days prior to the requested leave day. Exceptions to this three (3) day limitation may be made at the discretion of the Superintendent.

Upon submission of the Employee Leave Request Form, Appendix E, or paperless equivalent, the Superintendent or his/her designee shall approve the application.

1. No more than five percent (5%) of the certificated members in any building shall be granted personal leave at the same time; any fraction shall be rounded off to the next

highest whole number. In case of conflict, requests will be honored on a first-come, first serve basis.

2. The Building Principal may adjust the limitation on the number of leaves granted within his/her building as conditions merit.

3. Falsification or fraudulent use of personal leave shall result in a deduction of pay and is grounds for termination of employment.

C. Personal leave shall not be authorized for the following purposes:

1. Gainful employment

2. Absences covered by sick leave provision.

D. Personal leave can be used in half-day increments.

E. In case of a School closing, any member on personal leave shall not be charged with use of any personal leave. If a member's assigned building is closed for a partial day and the day is counted as a student day, leaves will be charged as originally approved.

ARTICLE XVIII – PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. In-Service Education Projects

1. The Board recognizes its responsibility under State Minimum Standards to provide an effective in-service program for staff. In-service is defined as those activities which are for the professional development of the staff. In- service education can be implemented at grade levels, building levels, or at the district-wide level. The Board recognizes that teacher involvement in the planning and implementation of in-service activities is desirable.

2. Eight (8) hours per school year will be reserved for district sponsored in- service programs. Members will be notified prior to the end of each school year of the intended time and content of those programs. Attendance at District In-service programs will be required, provided that reasonable options will be provided for those unable to attend due to circumstances beyond their control.

B. Student Teachers

All colleges and universities will contract directly with the Board for student teacher participation in the Big Walnut Schools. The participating college or university will make all cash payments or tuition certificates payable to the Board. Cash payments and/or tuition credits will be first available to the cooperating teacher for classroom materials or tuition reimbursement. If not used by the cooperating teacher, the cooperating teacher's Building

Leadership Team ("BLT") will allocate the payments or credits for the professional development of the staff members in the building.

C. Professional Leave

Upon approval of the Building Administrator, professional leave shall be granted for the purpose of professional development activities that will benefit the district, including visitations within the school district and/or to other school districts. Any member desiring such leave shall submit a written request to the Building Administrator no later than three (3) days prior to the date(s) of the leave. This notification may be waived by the Building Administrator in cases of emergency.

1. Members granted leave under this subsection or attending meetings or functions shall receive reimbursement for all necessary and actual expenses incurred for such leave or meetings or functions, in an amount not to exceed $200 per member for registration, lodging and/or meals. Additional expenses may be reimbursed on approval of the Building Administrator. Mileage will be reimbursed at the then-current IRS approved mileage expense deduction rate.

   Itemized bills shall be submitted for reimbursement on appropriate forms. (Actual hotel receipts and a daily tabulation for meal expenses must be attached.)

D. Tuition Reimbursement

1. No less than $42,000 will be made available for tuition reimbursement. The purpose of the tuition reimbursement fund is to reimburse members for the cost of tuition for educational courses in accordance with this provision. The request must be made at least fourteen (14) days before the teacher begins the course and pre-approved prior to the quarter or semester in which the course(s) will be taken. Pre-approval requests will be made to the LPDT. Annual tuition funds not paid or committed to be paid in any quarter will be carried forward to the next quarter. A maximum of $10,000 of the annual tuition funds not paid or committed to be paid in any fiscal year will be carried forward to the next fiscal year. The quarters for payment purposes are:

   - 1st July 1 to September 30
   - 2nd October 1 to December 31
   - 3rd January 1 to March 31
   - 4th April 1 to June 30.

2. The District will begin taking applications for approval for tuition reimbursement courses on the first day of every quarter. Only courses related to education, approved in advance by the Superintendent or his/her designee, the LPDCT and provided by accredited institutions will be reimbursed up to fifty percent (50%) of the tuition cost of approved courses up to a maximum of $3,000 per member per year. Requests for reimbursement shall be made to the Board Treasurer and shall include written evidence of tuition payment and successful course completion. Successful completion shall require passage with a grade of "B-" or better in graded

courses or designation of passage in ungraded courses. When there are excess funds available at the end of the school year, the amount per member may be increased not to exceed the fifty percent (50%) cap, in order to utilize the maximum amount of funds up to the $10,000 carryover.

3. Should a member leave the District voluntarily within one (1) year of receiving tuition reimbursement funds, the member shall re-pay the full amount of the tuition reimbursement received. If the member remains employed with the District for one (1) year after receiving tuition reimbursement funds no repayment will be required.

4. Priority will be given to members enrolled in courses needed to upgrade their skills to meet licensure standards (as set by the local professional development team), school goals, and to persons enrolled in courses needed for certification to teach a subject to serve in a capacity requested by the administration.

E. Local Professional Development Team (LPDT)

1. The Superintendent or his/her designee and President of the Association will maintain a Local Professional Development Team (LPDT). The membership and structure of the team will satisfy all requirements of R.C. 3319.22 as amended by S.B. 230. The Board and Association each reserve all rights under 3319.22.

2. Members of the LPDT will be paid a supplemental salary according to Article XXVI while attending LPDT meetings. The chairperson will be authorized to work additional hours to a maximum of three (3) hours per month.

ARTICLE XIX – TEACHER SUBSTITUTION IN AREAS OTHER THAN NORMAL ASSIGNMENT

A. 1. The Board and the Administration as far as possible, will not ask members to teach in areas other than those to which they are normally assigned and will attempt to provide substitutes for absent members. In cases of emergency, a member may be required to substitute in other classes. Members in grades PreK-12 will be compensated at the rate of 1/7 of the concerned member's normal daily pay rate based upon the total contract days for each hour or period for which said member is required to substitute.

2. Classroom members in grades PreK-5 may be assigned pupils divided from another class in the absence of a classroom member. The member will be paid twenty dollars ($20.00) per day for each instance.

3. No member shall leave a school building to conduct school business or to coach or supervise an extracurricular activity without the approval of the principal. The member shall notify the principal of his/her request to be absent at least twenty-four (24) hours in advance except in emergencies. Members will not be required to obtain their own substitutes when their absence for school business or extracurricular supervision has been approved by the principal.

B. At such buildings as shall be designated by the Superintendent or his/her designee, a member of the faculty shall be designated as lead teacher.

ARTICLE XX – PERSONNEL RECORDS

A. Placement of Materials in File

When a principal or other administrator finds it necessary to make a notation in a member's file which reflects upon the member's conduct, service, character, or personality, he shall afford the member the right to read such notation. The member shall acknowledge that he has read such notation by affixing his signature on the actual document filed, with the understanding that such signature does not indicate his agreement with its contents. The member shall also have the right to refute such notation and his answer shall be attached to the file copy.

B. Right to Review

Members shall be guaranteed the right to examine and review the entire contents of their personnel file. A representative of the Association may, at the member's request, accompany the member in this review.

C. Board Policy – Matters Regarding a Professional Staff Member

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

1. First Level

   If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority.

   This level does not apply if the Superintendent determines, at their own discretion, that such a meeting would be inappropriate. The Superintendent shall notify the Association of the matter unless said discussion is otherwise prohibited by law.

2. Second Level

   If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor.

3. Third Level

If a satisfactory solution is not achieved by discussion with the supervisor, a request for a conference shall be submitted to the Superintendent.

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

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board. If a meeting is granted by the Board, the staff member will be notified in writing no less than three (3) days prior. The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue.

If the complainant contacts an individual Board member to discuss the matter, the complainant understands that the Board member has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this negotiated agreement for the complaint to be addressed.

ARTICLE XXI – SCHOOL CALENDAR

A. To promote input from the professional staff in the development of the school calendar, a team of members, one from each building as designated by the Association, will meet with the Superintendent or his/her designee to review the proposed calendar. These representatives will survey the members in their buildings and will assist the Superintendent or his/her designee with development of the school calendar.

B. The Superintendent or his/her designee shall also submit for the team's review, a priority list of school makeup days in case such days are needed. Any calendar adjustments after the school year begins will be at the discretion of the Board and the Administration.

C. Effective the 2025-2026 school year, the professional school calendar for the Big Walnut Schools shall be a maximum of 185 days which includes three teacher workdays (opening of school, end of first semester, and end of second semester), one administrative day, and 182 days during which schools will be open for instruction with pupils in attendance, which may include up to three (3) days for professional meetings of teachers, and up to two (2) days for parent-teacher conferences and reporting. Up to five (5) calamity days may be granted each year when school is closed due to weather or other calamity that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made

up, without additional compensation, with either student instructional days and/or professional development days, unless the Board approves a shorter minimum school year.

D. Effective the 2026-2027 school year, the professional school calendar for the Big Walnut Schools shall be a maximum of 185 days which includes four (4) teacher workdays (opening of school, end of first semester, and end of second semester), and 181 days during which schools will be open for instruction with pupils in attendance, which may include up to four (4) days for professional meetings of teachers, and up to two (2) days for parent-teacher conferences and reporting. Up to five (5) calamity days may be granted each year when school is closed due to weather or other calamity that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made up, without additional compensation, with either student instructional days and/or professional development days, unless the Board approves a shorter minimum school year.

ARTICLE XXII – TEACHER EMPLOYMENT

A. Any agreement to act as supervisor for extra-curricular activities for which additional compensation is to be paid shall be by stipend or supplemental contract. Payment for supplemental services shall be provided in the supplemental salary schedule. No member shall be required to supervise extra-curricular activities without compensation except for those provided for in Article IX. All extra- curricular activities, with or without compensation, must be approved by the Board.

B. The minimum sequence of limited contracts will be as follows: 1-1-2-3 (number of years for which contract is issued). Those members who received their initial teaching license before January 1, 2011 and who qualify will be considered for a continuing contract at the end of three (3) years of service as prescribed by law; provided, however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. Those members who receive their initial teaching license on or after January 1, 2011 and qualify will be considered for a continuing contract at the end of seven (7) years of service as prescribed by law; provided, however, that nothing herein shall require the Board to grant a continuing contract during the term of an eligible member's limited contract. If this 7-year requirement, as mandated in R.C. 3319.08 (D) (3), is modified by subsequent legislation, the parties agree to adopt those legislatively adopted changes. Those members who have had a continuing contract in another school district in Ohio may be given a continuing contract at the end of two (2) years. However, the Superintendent may at the time of employment or at any time within such two (2) year period declare any of these members eligible for a continuing contract.

C. All members who want to be considered for a continuing contract must notify the Superintendent in writing that the member wants to be considered for a continuing contract by October 1 of the school year in which the Board would make the decision the following May. This applies to all members regardless of the length of contract the member currently holds. A member may be eligible for consideration for a continuing contract during the term of a multi-year contract. For those members who request consideration for a continuing contract during the term of a multi-year contract, if the Board does not grant a continuing contract the member will serve out the balance of the multi-year contract before the member is eligible again for

consideration for a continuing contract.

D. Progressive Discipline

1. Progressive Discipline shall be for just cause and not implemented in an arbitrary and capricious manner.

2. Bargaining unit members who violate the rules, policies and regulations set forth by the Board of Education and the administration may be subject to progressive discipline.

3. Employees shall be subject to disciplinary action under the following sequence:

1st Level:	Verbal warning.
2nd Level:	Written reprimand, with copy to personnel file.
3rd Level:	Suspension without pay up to five (5) days.
4th Level:	Termination of employment pursuant to the procedures specified in this agreement.

Discipline may be initiated outside the above sequence based on the severity of the matter.

4. For an appeal of Levels 1, 2, 3, a meeting with the Superintendent, the issuing administrator, the employee, and his/her Association representative shall be requested, via email, within three (3) days of the issuance of the discipline. Within ten (10) days following the meeting, the Superintendent shall provide a written notice of his/her decision to uphold, modify, or nullify the discipline, including the reasons(s) for his/her decision.

FAIR DISMISSAL

E. Non-Renewal or Termination of Teaching Contracts

1. Except as provided herein, termination of a member's employment shall be effected in accordance with the requirements and procedures established by R.C. Ch. 3319.

2. Non-renewal of one- or two-year limited contract shall be in accordance with the version of R.C. 3319.11 that was in effect immediately prior to July 1, 1989. The Board is not required to give a reason or reasons or to afford a meeting in connection with the non-renewal and such non-renewal is not subject to the grievance procedure. However, upon request, a member whose contract has been non-renewed shall be afforded a meeting with the Superintendent or his/her designee to discuss the non-renewal.

3. <u>Probationary Limited Contract</u>

A member who has completed either a one (1) year or a two (2) year limited contract and who will be offered an additional contract of employment may be reemployed

under a one (1) year probationary limited contract. The reason for the recommendation of a probationary contract will be communicated to the member prior to the award of the probationary contract. Probationary contracts will not be subject to "Just Cause" and may be non-renewed under the same provisions as are applicable to the first and second limited contracts. If a member is re-employed under a limited contract at the end of the probationary contract, the contract will be for one (1) year if the probationary contract was issued following the first one (1) year contract, two (2) years if the probationary contract was issued following the second one (1) year limited and for three (3) years if the probationary contract was issued following a two (2) year limited contract. Not more than two (2) probationary contracts may be issued to a bargaining unit member, only one (1) of which may be issued following the issuance of a two (2) year contract. This Article shall supersede and take the place of any and all provisions of the version of R.C. 3319.11 and 3319.111 which became effective on July 1, 1989.

4. Non-Renewal of an Initial Three-Year Limited Contract

If the local Superintendent or his/her designee recommends the non- renewal of a unit member's initial three (3) year Limited Contract, the local Superintendent or his/her designee will, upon the request of the member provide the member with a written statement of reason or reasons for the recommendation. The member may request a meeting with the Board in executive session. Such meeting must be requested in writing to the local Superintendent or his/her designee not later than two calendar days prior to the date of the Board meeting. At such meeting the member (or his or her representative) will be provided a reasonable opportunity to explain why the member should be reemployed. No further action shall be required of the Board following the meeting nor shall there be any right to grieve or appeal any non-renewal action under this section to the Common Pleas Court.

F. Just Cause for Non-Renewal or Termination of Limited and Continuing Contracts

1. Non-renewal of limited teaching contracts after the fourth consecutive limited teaching contract (excluding any probationary contract) in the Big Walnut Local School District shall be for just cause.

2. Members on continuing contracts will be subject to the same evaluation procedures in place for members employed under limited employment contracts. Failure of a member to improve job-related deficiencies, as identified through the evaluation procedure, may be considered as "just cause" for the termination of that member's continuing employment contract. Prior to any action to consider termination of a continuing teaching contract the member will be provided written notice of the deficiencies upon which such consideration is based and an opportunity to meet with the Board in executive session to respond to those deficiencies. At such meeting it will be the responsibility of the member to identify the reason or reasons why the teaching contract should not be terminated.

In the event that the Board shall proceed to consider the termination of a continuing teaching contract for just cause, the issue will, at the written request of the member

no less than ten days after notice of Board action of termination, be considered as having been initiated at level three of the grievance procedure. In the event the issue of termination is advanced to Arbitration, the Arbitrator shall consider and rule on the issue of just cause for the termination of contract applying the "just cause" standard for termination of employment in the private sector, without regard to the standards applicable to termination for "good and just cause" as set forth in R.C. 3319.16. The Arbitration will be conducted in accordance with this Negotiated Agreement.

The non-renewal and termination procedures contained in this Article are intended to be exclusive and shall supersede any and all non-renewal and termination procedures and provisions contained in the Ohio Revised Code, except as delineated below.

The right to cause consideration of the termination of a continuing teaching contract based on a "just cause" standard of review shall not be considered a waiver or limitation upon the right of the Board to consider and act upon the termination of such contract pursuant to R.C. 3319.16 for any one or more of the grounds set forth therein. Any such termination will be conducted in accordance with the provisions of R.C. 3319.16.

G. Part-Time Teachers

1. Part-time members employed by the Board will be employed under one (1) year limited contracts that will be issued from year to year based on funding, satisfactory performance and need. Such contracts may be non- renewed at the end of any year in the same fashion as the non-renewal of an initial one year limited contract. Such non-renewal will not be subject to the "just cause" requirements for non-renewal of limited contracts regardless of length of service.

2. Part-time members will be advanced one year on the salary schedule for each year of service and will receive Board contribution to insurance benefits based on the percent of their teaching assignment. For example, a member with a half-time teaching assignment would receive one-half of the board contribution to insurance benefits. If a part-time teaching assignment is increased to a full-time assignment and the part-time member is employed in the full-time position, the member will receive a limited teaching contract at the beginning of the contract sequence that the member would have enjoyed had the part-time member been employed as a full-time member.

3. Part-time members shall earn leave benefits on a pro-rated basis relative to full-time members.

4. High school/middle/intermediate schools members who work five (5) or more periods a day shall receive a planning period. Elementary school members who work nineteen (19) or more hours per week shall receive a planning period.

H. Any reference to teacher certification in this Agreement shall also include teacher licensure.

ARTICLE XXIII – VACANCIES AND TRANSFERS

A. The Superintendent or his/her designee shall prepare and post electronically a list of all known vacancies in teaching positions and supplemental positions for the succeeding school year as they arise. A member may apply for a posted vacancy for which he or she is certificated by the deadline specified in the posting. All such postings will remain for at least five (5) working days

A member may request a transfer or reassignment in writing to the Superintendent or his/her designee by May 1 for the succeeding school year. Such requests will be considered. Every effort will be made to notify members of transfers or reassignments by June 15. Pursuant to R.C. 3319.01, the Superintendent or his/her designee shall determine when a vacancy exists, whether it shall be filled and shall have the sole authority to assign and transfer members.

In the event a new building is opening, the Board and the Association will meet to discuss the process and timelines for filling positions in the building.

B. Definitions

1. Open Position

   An open position may result from a death, resignation, retirement, transfer, reassignment, non-renewal or termination of the member filling such position or by reason of being newly created by action of the Board or administration. Open positions will be filled by assignment, reassignment or transfer prior to the determination or posting of a vacancy.

2. Vacant Position

   A vacant position is one remaining after all open positions have been filled by assignment, reassignment or transfer, but prior to the employment of a new employee from outside the bargaining unit. Vacant positions the Superintendent intends to fill will be posted. Pursuant to R.C. 3319.01, the Superintendent or his/her designee shall determine when a vacancy exists, whether it shall be filled and shall have the sole authority to assign and transfer members.

3. Transfer

   Transfer is the assignment of a member to the same grade level or subject area as previously taught, but at another building within the district.

4. Reassignment

Reassignment is the assignment of a member to a grade level or subject area other than the one previously taught whether such service is to be performed in the same building or within the district.

5. Part-Time Assignment

Part-time assignments are assignments of members to teaching duties that represent less than a full-time assignment. Part-time assignments are made to accommodate the short-term instructional needs of the District, recognizing that the creation and maintenance of full-time teaching positions is preferred. Part-time assignments will remain in effect only for the school year in which the assignment is made and may be continued from year-to-year based on the instructional needs of the district.

Part-time assignments may be eliminated. If a member whose part-time assignment was eliminated has previously held a full-time position in the District, that member has the following three options:

a. Move to a full-time position for which he/she is qualified, if available;

b. If no such position is available, bump into another position through the Reduction in Force (RIF) procedure, or,

c. Resign.

Members whose part-time assignment was eliminated and who have not previously held a full-time position in the District may apply for another open position. If the member is not offered another position, or chooses not to apply for another position, he/she shall resign.

A change of assignment pursuant to this section above may take place prior to the posting of any vacancy.

C. Assignment of Members to Posted Vacancies

1. The assignment of members to posted vacant positions in the various schools and departments of the district shall be made by the Superintendent or his/her designee.

2. In making such decisions, the Superintendent or his/her designee shall consider the following:

a. The potential contributions that the members could make in such new positions.

b. The member's evaluations/appraisals and the recommendations made by principals.

c. The qualifications of all candidates.

3. However, whenever possible, the Superintendent or his/her designee shall give preferential consideration to bargaining unit applicants before hiring new employees and shall give preferential consideration to applicants having greater seniority than other applicants.

4. Substitute teachers hired to fill such vacancies will become part of the bargaining unit upon completion of one hundred twenty (120) consecutive work days in the same teaching assignment. The employment of such substitute teachers will come to an end, without Board action of non- renewal, upon the return to duty of the absent member or the end of the school year in which the substitute was employed, whichever shall occur first.

D. Transfers and Reassignments of Members

1. Transfers and reassignments of members may be made at the initiative of the Superintendent or his/her designee for any purpose which, in his/her judgment, is for the welfare of the member or the schools. The Superintendent or his/her designee shall consider the following in transferring members:

   a. The potential contributions that the members could make in the new assignment.

   b. The member's evaluations/appraisals and the recommendations made by principals.

   c. The qualifications of all members, both for the position which will be vacated and for the position to be filled.

   d. The seniority of the member(s).

2. Sometimes it may be necessary to transfer or reassign members involuntarily. Members that are involuntarily transferred will receive the following consideration:

   a. The administration will notify the affected member of changes at the earliest possible date.

   b. The affected member may request a meeting with the principal, the Superintendent or his/her designee or both to discuss the reasons for the change. The member involved may request an Association representative to be present during such meetings.

   c. The affected member will be permitted to requisition, within the building budget and to the extent that funds are available, materials which are necessary to implement the instructional process of the new teaching position. Such requests will be given high priority.

d. No member will be involuntarily transferred or reassigned into a position for which he or she does not hold a valid certification or license.

E. Voluntary Transfers or Reassignments to Posted Vacancies

1. A member who desires a transfer or reassignment to a posted position shall submit a written request to the Superintendent or his/her designee. The written request must be filed prior to the deadline specified in the posting.

2. Any member who timely submits such a written request shall be granted an interview by the Superintendent or his/her designee.

3. Final action on such written requests is within the authority and responsibility of the Superintendent or his/her designee. All written requests and interviews will be reviewed by the Superintendent or his/her designee and a report of the disposition will be made to the parties involved.

F. The administration shall provide each member with his/her teaching assignment and schedule annually by August 1. Should unforeseen circumstances and/or events beyond the control of the administration occur, the August 1 deadline need not be met.

In the event of failure to notify a member of his/her assignment, where such failure is not the result of an unforeseen circumstance and/or event beyond the control of the administration, causes the member's assignment and/or schedule to be changed later than one (1) week prior to the first student day of the year, the member shall be compensated $250. This provision shall not apply if the assignment/schedule change involves a duty assignment, if the change does not include a grade level or class assignment not contained in the member's initial schedule, if the member voluntarily applies for a transfer or assignment, or to members initially hired on or after August 1. Payment shall be made by the second pay period in September.

ARTICLE XXIV – INSURANCE AND ANNUITIES

A. The Board will pay 85% of the Board approved Hospitalization/Major Medical premium for single individuals and family coverage. Beginning January 1, 2020, the plan will be a High Deductible Health Plan (HDHP) with deductibles set at the IRS minimum levels ($1,400/$2,800 for individuals and families, respectively for the 2020 calendar year) and will index to meet the IRS requirements for a HDHP. A summary of the Plan Document shall be included as a Summary of Benefits in Appendix F. Through the life of this Agreement, the Board may offer additional plan options for health insurance. However, any change in benefits within the main health insurance plan shall be made by mutual agreement between the Board and the Association.

B. The Board will pay the premium for a $40,000 term life insurance policy for each member.

C. The Board will pay fifty (50) percent of the Group Dental Plan premiums. The balance of the premiums will be paid by the individual member.

D. The parties agree that it is in the best interest of the District and the Association to secure a health care plan for members that provides for the best health care available at a reasonable price.

E. The Board shall have sole authority to negotiate terms and conditions of insurance benefits and premiums with, and to select carriers of, groups insurance plans; and the Board may change such carriers at any time it deems such change will accrue to the financial benefit of either the Board or members, provided that such change(s) in carriers will not result in any reduction in, or loss of, benefits to unit members which they enjoy now or may enjoy under any succeeding benefit plan. The Association shall be notified thirty (30) calendar days in advance of any proposed change in carrier(s).

F. A joint management/association insurance committee shall stand and be charged with the on-going evaluation of plan benefits and to assure the best, most cost- effective program is offered to members. The Committee shall meet as frequently as needed. The insurance committee will regularly convene during the school year with a goal to reduce total health insurance costs.

G. Where spouses are employed by the Board, coverage shall be limited to either one (1) family plan for both or dual single plans. These members must take dual single coverage when they have no remaining dependents.

H. The Board will provide a Health Savings Account for all covered employees funded in the amount of $700, which amount shall be available in January 2020, and $300, which amount shall be available in January 2021.

ARTICLE XXV – SALARY

A. The base salary shall be as follows:

2025-2026	-	5%
2026-2027	-	4%
2027-2028	-	4%

B. Salary Schedule Movement

1. Changes made before October 15 of each year will advance the member to the appropriate column with retroactive pay to the beginning of that contractual year. Changes made by January 15 of any year will advance the member to the appropriate column with the new pay rate to take effect February 1 of that contractual year.

2. Courses used for movement on the salary schedule must go through an approval process. Members must submit an electronic or paper Application to the Tuition Reimbursement Coordinator at least fourteen (14) days before the teacher begins the course(s).

3. The requesting member and Tuition Reimbursement Coordinator will be contacted in a timely manner by the Superintendent/Designee if the validity of any course is in question. The member will be given the opportunity for further explanation.

4. The course and its associated hours shall be approved by the Superintendent/Designee only if all of the following are met:

    a. The course is a graduate-level course at an accredited university, and the university has not been placed by the District on a list of institutions that may not award course credit.

    b. The scope and content of the coursework will assist the professional staff member in the development of his/her teacher growth, improvement of his/her teaching, or in obtaining a new license or endorsement.

    c. For courses that use a graduated letter grading system (i.e., A, B, C, D, F), and the teacher must receive a grade of "B" or higher in that course for the credit hours to be accepted. A teacher may not select a "pass/fail" or ungraded option in a course that offers a graded lettering system.

    d. Each credit hour awarded with the course reflects approximately fifteen "clock" hours or hours that a teacher spends in a class or receiving instruction.

5. Submissions for changes must be accomplished by a transcript.

6. The disapproval of any classes or credits may not proceed beyond Step III of the Grievance procedure.

7. Classes and credits awarded prior to July 1, 2025 are grandfathered in and are not subject to the requirements stated in this Section. These "grandfathered" credits may be combined under this in conjunction with credits earned under this Section.

SALARY INDEX

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
0	1.000	1.080	1.120	1.160	1.240	1.280	1.320
1	1.045	1.125	1.165	1.205	1.285	1.325	1.365
2	1.090	1.170	1.210	1.250	1.330	1.370	1.410
3	1.135	1.215	1.255	1.295	1.375	1.415	1.455
4	1.180	1.260	1.300	1.340	1.420	1.460	1.500
5	1.225	1.305	1.345	1.385	1.465	1.505	1.545
6	1.270	1.350	1.390	1.430	1.510	1.550	1.590
7	1.315	1.395	1.435	1.475	1.555	1.595	1.635
8	1.360	1.440	1.480	1.520	1.600	1.640	1.680
9	1.405	1.485	1.525	1.565	1.645	1.685	1.725
10	1.450	1.530	1.570	1.610	1.690	1.730	1.770
11	1.495	1.575	1.615	1.655	1.735	1.775	1.815
12	1.540	1.620	1.660	1.700	1.780	1.820	1.860
13	1.585	1.665	1.705	1.745	1.825	1.865	1.905
14	1.630	1.710	1.750	1.790	1.870	1.910	1.950
15	1.675	1.755	1.795	1.835	1.915	1.955	1.995
16	1.720	1.800	1.840	1.880	1.960	2.000	2.040
17	1.765	1.845	1.885	1.925	2.005	2.045	2.085
18	1.765	1.845	1.885	1.970	2.050	2.090	2.130
19	1.765	1.845	1.885	2.015	2.095	2.135	2.175
20	1.810	1.890	1.930	2.060	2.140	2.180	2.220
21	1.810	1.890	1.930	2.060	2.140	2.180	2.220
22	1.810	1.935	1.975	2.105	2.185	2.225	2.265
23	1.810	1.935	1.975	2.105	2.185	2.225	2.265
24	1.810	1.935	1.975	2.105	2.185	2.225	2.265
25	1.900	2.025	2.065	2.195	2.275	2.315	2.355
26	1.900	2.025	2.065	2.240	2.320	2.360	2.400

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2025 **5.00%**

	1	2	3	4	5	6	7
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$45,996	$49,676	$51,516	$53,355	$57,035	$58,875	$60,715
1	$48,066	$51,746	$53,585	$55,425	$59,105	$60,945	$62,785
2	$50,136	$53,815	$55,655	$57,495	$61,175	$63,015	$64,854
3	$52,205	$55,885	$57,725	$59,565	$63,245	$65,084	$66,924
4	$54,275	$57,955	$59,795	$61,635	$65,314	$67,154	$68,994
5	$56,345	$60,025	$61,865	$63,704	$67,384	$69,224	$71,064
6	$58,415	$62,095	$63,934	$65,774	$69,454	$71,294	$73,134
7	$60,485	$64,164	$66,004	$67,844	$71,524	$73,364	$75,203
8	$62,555	$66,234	$68,074	$69,914	$73,594	$75,433	$77,273
9	$64,624	$68,304	$70,144	$71,984	$75,663	$77,503	$79,343
10	$66,694	$70,374	$72,214	$74,054	$77,733	$79,573	$81,413
11	$68,764	$72,444	$74,284	$76,123	$79,803	$81,643	$83,483
12	$70,834	$74,514	$76,353	$78,193	$81,873	$83,713	$85,553
13	$72,904	$76,583	$78,423	$80,263	$83,943	$85,783	$87,622
14	$74,973	$78,653	$80,493	$82,333	$86,013	$87,852	$89,692
15	$77,043	$80,723	$82,563	$84,403	$88,082	$89,922	$91,762
16	$79,113	$82,793	$84,633	$86,472	$90,152	$91,992	$93,832
17	$81,183	$84,863	$86,702	$88,542	$92,222	$94,062	$95,902
18	$81,183	$84,863	$86,702	$90,612	$94,292	$96,132	$97,971
19	$81,183	$84,863	$86,702	$92,682	$96,362	$98,201	$100,041
20	$83,253	$86,932	$88,772	$94,752	$98,431	$100,271	$102,111
21	$83,253	$86,932	$88,772	$94,752	$98,431	$100,271	$102,111
22	$83,253	$89,002	$90,842	$96,822	$100,501	$102,341	$104,181
23	$83,253	$89,002	$90,842	$96,822	$100,501	$102,341	$104,181
24	$83,253	$89,002	$90,842	$96,822	$100,501	$102,341	$104,181
25	$87,392	$93,142	$94,982	$100,961	$104,641	$106,481	$108,321
26	$87,392	$93,142	$94,982	$103,031	$106,711	$108,551	$110,390

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2026 **4.00%**

	1	2	3	4	5	6	7
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$47,836	$51,663	$53,576	$55,490	$59,317	$61,230	$63,144
1	$49,989	$53,816	$55,729	$57,642	$61,469	$63,383	$65,296
2	$52,141	$55,968	$57,882	$59,795	$63,622	$65,535	$67,449
3	$54,294	$58,121	$60,034	$61,948	$65,775	$67,688	$69,601
4	$56,446	$60,273	$62,187	$64,100	$67,927	$69,841	$71,754
5	$58,599	$62,426	$64,339	$66,253	$70,080	$71,993	$73,907
6	$60,752	$64,579	$66,492	$68,405	$72,232	$74,146	$76,059
7	$62,904	$66,731	$68,645	$70,558	$74,385	$76,298	$78,212
8	$65,057	$68,884	$70,797	$72,711	$76,538	$78,451	$80,364
9	$67,210	$71,036	$72,950	$74,863	$78,690	$80,604	$82,517
10	$69,362	$73,189	$75,103	$77,016	$80,843	$82,756	$84,670
11	$71,515	$75,342	$77,255	$79,169	$82,995	$84,909	$86,822
12	$73,667	$77,494	$79,408	$81,321	$85,148	$87,062	$88,975
13	$75,820	$79,647	$81,560	$83,474	$87,301	$89,214	$91,128
14	$77,973	$81,800	$83,713	$85,626	$89,453	$91,367	$93,280
15	$80,125	$83,952	$85,866	$87,779	$91,606	$93,519	$95,433
16	$82,278	$86,105	$88,018	$89,932	$93,759	$95,672	$97,585
17	$84,431	$88,257	$90,171	$92,084	$95,911	$97,825	$99,738
18	$84,431	$88,257	$90,171	$94,237	$98,064	$99,977	$101,891
19	$84,431	$88,257	$90,171	$96,390	$100,216	$102,130	$104,043
20	$86,583	$90,410	$92,323	$98,542	$102,369	$104,282	$106,196
21	$86,583	$90,410	$92,323	$98,542	$102,369	$104,282	$106,196
22	$86,583	$92,563	$94,476	$100,695	$104,522	$106,435	$108,349
23	$86,583	$92,563	$94,476	$100,695	$104,522	$106,435	$108,349
24	$86,583	$92,563	$94,476	$100,695	$104,522	$106,435	$108,349
25	$90,888	$96,868	$98,781	$105,000	$108,827	$110,740	$112,654
26	$90,888	$96,868	$98,781	$107,153	$110,980	$112,893	$114,806

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2027 **4.00%**

	1	2	3	4	5	6	7
Step	**BA**	**BA+15**	**BA+30**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$49,749	$53,729	$55,719	$57,709	$61,689	$63,679	$65,669
1	$51,988	$55,968	$57,958	$59,948	$63,927	$65,917	$67,907
2	$54,226	$58,206	$60,196	$62,186	$66,166	$68,156	$70,146
3	$56,465	$60,445	$62,435	$64,425	$68,405	$70,395	$72,385
4	$58,704	$62,684	$64,674	$66,664	$70,644	$72,634	$74,624
5	$60,943	$64,922	$66,912	$68,902	$72,882	$74,872	$76,862
6	$63,181	$67,161	$69,151	$71,141	$75,121	$77,111	$79,101
7	$65,420	$69,400	$71,390	$73,380	$77,360	$79,350	$81,340
8	$67,659	$71,639	$73,629	$75,618	$79,598	$81,588	$83,578
9	$69,897	$73,877	$75,867	$77,857	$81,837	$83,827	$85,817
10	$72,136	$76,116	$78,106	$80,096	$84,076	$86,066	$88,056
11	$74,375	$78,355	$80,345	$82,335	$86,315	$88,304	$90,294
12	$76,613	$80,593	$82,583	$84,573	$88,553	$90,543	$92,533
13	$78,852	$82,832	$84,822	$86,812	$90,792	$92,782	$94,772
14	$81,091	$85,071	$87,061	$89,051	$93,031	$95,021	$97,011
15	$83,330	$87,309	$89,299	$91,289	$95,269	$97,259	$99,249
16	$85,568	$89,548	$91,538	$93,528	$97,508	$99,498	$101,488
17	$87,807	$91,787	$93,777	$95,767	$99,747	$101,737	$103,727
18	$87,807	$91,787	$93,777	$98,006	$101,985	$103,975	$105,965
19	$87,807	$91,787	$93,777	$100,244	$104,224	$106,214	$108,204
20	$90,046	$94,026	$96,016	$102,483	$106,463	$108,453	$110,443
21	$90,046	$94,026	$96,016	$102,483	$106,463	$108,453	$110,443
22	$90,046	$96,264	$98,254	$104,722	$108,702	$110,692	$112,681
23	$90,046	$96,264	$98,254	$104,722	$108,702	$110,692	$112,681
24	$90,046	$96,264	$98,254	$104,722	$108,702	$110,692	$112,681
25	$94,523	$100,742	$102,732	$109,199	$113,179	$115,169	$117,159
26	$94,523	$100,742	$102,732	$111,438	$115,418	$117,408	$119,398

ARTICLE XXVI – SUPPLEMENTAL SALARY

A. The following salary schedule for supplemental contracts shall not require the award or continuation of any supplemental contract or position in any year. The Board may add additional supplemental positions and provide for the compensation of those positions as it determines necessary. All supplemental contracts will specify a beginning and ending date; such contracts will expire on the ending date without further Board action to non-renew the contract and without additional notice to the member.

B. Upon recommendation of building administrators in consultation with the Building Leadership Team ("BLT") and approval of the Superintendent or his/her designee, stipends or other monetary or non-monetary rewards may be authorized by the Board for building or district team services by members. Such stipends or other committee rewards will, when feasible, be established prior to the commencement of team service, but stipends may be established and paid after service has been provided. The amount of any such stipend or reward may vary with the nature and extent of team service and the award and stipend in any year may not be precedent for any future year. Stipend awards may be approved for members serving as mentor teachers, but any available grant funds will be used to compensate mentors before the application to any Board funds.

C. All supplemental positions to be filled or added will be posted on the website and District email. All such postings will remain for at least five (5) working days. The decision to fill or not fill any supplemental position for any years is reserved to the Board.

SALARY SCHEDULE: SUPPLEMENTAL CONTRACTS

2025-2026	BASE: BA-0	EFFECTIVE: August 1, 2025
2026-2027	BASE: BA-0	EFFECTIVE: August 1, 2026
2027-2028	BASE: BA-0	EFFECTIVE: August 1, 2027

ARTICLE XXVII – SEVERANCE PAY

A. Severance pay will be paid after five (5) years of consecutive service as soon as practicable following the member's attainment of retirement status with the State Teachers Retirement System of Ohio (STRS). The rate shall be thirty percent (30%) of all accumulated sick days, up to a maximum of seventy-eight (78) days.

B. An additional severance payment shall be made at the rate of one-half (1/2) of all accumulated and unusable personal leave days, to a maximum of five (5) days.

ARTICLE XXVIII – STRS ANNUITY PLAN

Effective July 1, 1984, the Board shall assume and pay to the State Teachers Retirement System the members' contributions required from time-to-time under R.C. 3307.26. These contributions

which are "picked up" by the Board shall be paid by the Board in-lieu-of contributions by the members. No member shall have the right to receive the contributed amounts directly instead of having them paid by the Board to STRS. However, each member's compensation shall be restated and reduced effective on and after July 1, 1984, in an amount equal to the contributed amounts from time-to- time.

ARTICLE XXIX – ACADEMIC FREEDOM

Board-approved graded courses of study include subjects about which there are a diversity of views and opinions. In presenting those subjects, members should seek to develop and foster a classroom environment that invites in-depth study of those subjects with objective investigation, interpretation, and analysis in a spirit of academic freedom for both students and members. Controversial subjects should be discussed with consideration of all significant points of view appropriate to a full understanding of the subject, within the framework of the course of study and other limitations governing the programs of the School District.

Members are expected to take into account the relative maturity of their students when selecting and presenting controversial subjects for classroom discussion. Where appropriate, students should be provided the opportunity to explore a diversity of viewpoints with a variety of materials and be encouraged to formulate and express their own views about controversial issues. In expressing matters of personal opinion, members should make it known to students that the view is personal and should not attempt to bring students to a commitment to that personal viewpoint.

ARTICLE XXX – RETIRE/REHIRE

A. The Board is authorized to fill up to three (3) FTE bargaining unit vacancies with a previously retired certificated/licensed applicant subject to the conditions provided below.

B. Upon initial rehire, a previously retired teacher will be granted a maximum of five (5) years' service credit on the appropriate column of the salary schedule and will receive annual step increases.

C. The re-employed member agrees to waive in writing any Age Discrimination.

D. The re-employed member shall receive a one-year contract that will automatically expire at the end of the school year without Board action of non-renewal. At the end of any expired contract the Board may, but shall not be required, to offer the member another one-year contract.

E. Retire-Rehire members will not accrue seniority rights, nor be entitled to sabbatical leave, severance pay (other than at their initial time of retirement), college tuition reimbursement, or qualify for any retirement incentive programs.

F. The Board and the Association intend this provision to supersede and take the place of R.C. 3319.11, 3319.111 and any other conflicting provision of Ohio law.

G. The member will not be permitted to participate in any of the District's health insurance programs unless the member is not eligible for insurance through another source.

ARTICLE XXXI – JOB SHARING

A. Job-sharing means an assignment under which two (2) members share the duties and responsibilities of one (1) full-time position. Applicants must have at least three (3) years' experience with the District.

B. Applicants for a job sharing assignment ("Job-Sharing Team") must jointly submit a Job-Sharing assignment application together with a proposed schedule not later than April 1, for the succeeding school year. The application must set forth:

1. The building, grade level, and subjects to be shared, including the specific subjects to be taught by each member of the Job-Sharing Team and the hours per day and days per week of each team member's proposed assignment.

2. The percentage of the regular full-time work day and week that each member of the Job-Sharing Team plans to spend at the school site, together with the specific teaching schedule for each member of the Job-Sharing Team.

3. The teaching methods and techniques and grading practices to be used to ensure consistency and compatibility to the instructional program for pupils.

C. Job-sharing applications must be approved by both the building principal and by the Superintendent or his/her designee. Requests may be approved as proposed or may be approved with a modified schedule, provided that the duties of the position are divided equally between the Team members. The decision to grant or deny a job-sharing request is not subject to the grievance procedure of this Negotiated Agreement. No decision to grant or deny any job sharing request may be considered precedent for any other job sharing request. Job-Sharing Team applicants will be notified by June 1 of the grant or denial of the request for the succeeding school year.

D. Approval of any Job-Sharing Team request will be subject to the following conditions for each team member:

1. Each Team member will be expected to attend Parent-Teacher Conferences, Teacher work days, IEP conferences and to provide those In- service hours required under this Negotiated Agreement.

2. Each Team member will receive a pro-rata share of salary and benefits under this Negotiated Agreement, including personal leave, sick leave, contributions to health insurance plans and all other benefits of employment.

3. Team members acquire one (1) year of seniority for each year of job sharing.

E. All Job-Sharing assignments are for one (1) year only and may be renewed only upon application and approval as provided above. Unless renewed, the Job- Sharing assignment will end at the end of the school year for which the assignment is made. Members returning to full-time status following a job sharing assignment will be returned in accordance with the provisions of this Negotiated Agreement.

ARTICLE XXXII – CONTRACT MAINTENANCE

A. Waiver of Negotiations

The Board and the Association acknowledge that during negotiations resulting in this Negotiated Agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Negotiated Agreement was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association shall voluntarily waive during the life of this Negotiated Agreement, said rights and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matters or subject is specifically referred to or covered in this Negotiated Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time negotiations were being conducted or at the time the party signed this Negotiated Agreement.

B. No Strike Clause

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slow-down or any other such concerted action against the Big Walnut School District for the term of this Agreement

C. Severability

If any provision of this Negotiated Agreement, or any application of the provisions of this Negotiated Agreement, or any agreement reached under its terms, conflicts with any federal or state law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, applications or agreements shall be inoperative until brought into compliance, but the remaining provisions hereof shall remain in effect.

D. Midterm Bargaining

If midterm bargaining is conducted, the parties shall commence negotiations with a written request. If negotiations are conducted they shall commence within twenty (20) workdays. If agreement is not reached within twenty (20) workdays of the commencement of such negotiations, the parties shall proceed with the impasse procedures set forth in Article IV, including the Association's express reservation of its right to strike in regard to the midterm bargaining issues.

E. Duration of Negotiated Agreement

This Negotiated Agreement shall become effective 12:00:01 a.m., July 1, 2025 and shall continue in full force and effect until 11:59:59 p.m., June 30, 2028, except for those individual items otherwise noted.

IN WITNESS WHEREOF, the authorized representatives' signatures of the Big Walnut School District Board of Education and the Big Walnut Education Association/OEA/NEA, hereunto have caused this Negotiated Agreement to be executed on this 21st of April, 2025.

FOR THE ASSOCIATION:

Trisha Helton

President
Big Walnut Education Association

FOR THE BOARD:

Superintendent
Big Walnut Local School District
Board of Education

APPENDIX A

BIG WALNUT LOCAL SCHOOL DISTRICT
Grievance Report Form

LEVEL I (INFORMAL)

Date Informal Discussion:_____

Signature of Grievant:_____ Signature of Immediate Supervisor:_____

Disposition by Immediate Supervisor: _____

_____

_____

_____

Signature of Immediate Supervisor:_____ Date:_____

LEVEL II (IMMEDIATE SUPERVISOR)

Grievance #:_____

Name of Grievant(s)/Association:_____

Building:_____ Assignment:_____

A. Date Cause of Grievance Occurred:_____

B. 1. Statement of Grievance: (Concise statement of facts upon which grievance is based, including specific provisions of the Negotiated Agreement allegedly violated, misinterpreted or misapplied:

_____

_____

_____

_____

_____

B. 2. Relief Sought:_____

_____

_____

_____

_____

_____

Signature of Grievant:_____ Date:_____

C: Disposition by Immediate Supervisor:_____

_____

_____

_____

Signature of Immediate Supervisor:_____ Date:_____

GRIEVANCE REPORT FORM (CONTINUED)

LEVEL III (SUPERINTENDENT)

A. Position of Grievant:_____

_____

_____

Signature of Grievant:____ Date:__

B. Signature of Superintendent and/or Designee:

C. Date Received by Superintendent or Designee:_____

D. Disposition by Superintendent or Designee:_____

_____

_____

Signature of Superintendent or Designee:_____ Date:_____

LEVEL IV (ARBITRATION)

A. Position of Grievant (Notification of intent to proceed to arbitration):_____

_____

Signature of Grievant:_____ Date:_____

Signature of Superintendent and/or Designee:_____ Date:_____

APPENDIX B

BIG WALNUT LOCAL SCHOOL DISTRICT

2025/26 ATHLETIC SUPPLEMENTAL SALARY SCHEDULE

August 1, 2025 Base **$ 45,996.00**

ATHLETICS							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
ATHLETIC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Head Basketball (B/G) Head Football	$ 6,899.40	$ 7,359.36	$ 7,819.32	$ 8,279.28	$ 8,739.24	$ 9,199.20	$ 9,659.16
ATHLETIC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Head Baseball Head Cheerleader Head Lacrosse (B/G) Head Soccer (B/G) Head Softball Head Track (B/G) Head Volleyball Head Wrestling Asst Basketball (Var) Asst Football (Var)	$ 5,059.56	$ 5,519.52	$ 5,979.48	$ 6 ,439.44	$ 6,899.40	$ 7,359.36	$ 7,819.32
ATHLETIC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Asst Basketball Asst Cheerleader (Var) Asst Football Athletic Facilities Coord Gymnastics Head Cross Country Head Dive Coach Head Golf (B/G) Head Swimming Head Tennis Strength Coach Weight Room Facilitator	$ 4,139.64	$ 4,599.60	$ 5,059.56	$ 5,519.52	$ 5,979.48	$ 6,439.44	$ 6,899.40
ATHLETIC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Asst Baseball Asst Bowling Asst Cross Country Asst Golf Asst Soccer Asst Softball	$ 3,219.72	$ 3,679.68	$ 4,139.64	$ 4,599.60	$ 5,059.56	$ 5,519.52	$ 5,979.48

Asst Tennis Asst Track Asst Volleyball Asst Wrestling Asst Cheerleading (9th) Asst Tennis (G/JV) Asst Tennis (B/JV) Asst Baseball (Var) Asst Softball (Var) Cheerleading (MS)							

2025/26 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Band Director	$6,899.40	$7,359.36	$7,819.32	$8,279.28	$8,739.24	$9,199.20	$9,659.16
CC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Asst Band Director	$5,059.56	$5,519.52	$5,979.48	$6,439.44	$6,899.40	$7,359.36	$7,819.32
CC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Student Council (HS) Yearbook (HS)	$4,139.64	$4,599.60	$5,059.56	$5,519.52	$5,979.48	$6,439.44	$6,899.40
CC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Building Tech Coord Dept Heads (HS) Dept Heads (MS) Eagle Extensions Coord Orchestra (HS) Drama per Performance (max of 3 per year) Band Asst Drill Team Flag Corp Global Scholars Junior Class Advisor Senior Class Advisor Show Choir (HS)	$3,219.72	$3,679.68	$4,139.64	$4,599.60	$5,059.56	$5,519.52	$5,979.48
CC GROUP 5	4%	5%	6%	7%	8%	9%	10%
Eagles First Flight In The Know Lead Teacher (Elem) Show Choir (MS) Stage Manager	$1,839.84	$2,299.80	$2,759.76	$3,219.72	$3,679.68	$4,139.64	$4,599.60
CC GROUP 6	3%	4%	5%	6%	7%	8%	9%
LPDT Chairperson Mock Trial (HS)	$1,379.88	$1,839.84	$2,299.80	$2,759.76	$3,219.72	$3,679.68	$4,139.64

Musical Asst (HS) per perf							
Nat'l Honor Society (HS)							
Newspaper (HS)							
Odyssey of the Mind							
Race to the Top							
Science Fair							
Student Council (MS)							
Technical Director							

2025/26 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR (continued)							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC - GROUP 7	2%	3%	4%	5%	6%	7%	8%
Art Club (MS) Asst Yearbook (MS) French Club Freshman Class Adv German Club LEO Club (HS) LPDT Member Math Counts Mixed/Concert Choir (MS) Newspaper (MS) Odyssey of the Mind PAC Committee Performing Art (Elem/MS) Power of the Pen Sophomore Class Adv Spanish Club Student Council (Elem) SOAR	$ 919.92	$ 1,379.88	$ 1,839.84	$ 2,299.80	$ 2,759.76	$ 3,219.72	$ 3,679.68

BIG WALNUT LOCAL SCHOOL DISTRICT

2026/27 ATHLETIC SUPPLEMENTAL SALARY SCHEDULE

August 1, 2026 Base **$ 47,836.00**

ATHLETICS							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
ATHLETIC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Head Basketball (B/G) Head Football	$ 7,175.40	$ 7,653.76	$ 8,132.12	$ 8,610.48	$ 9,088.84	$ 9,567.20	$ 10,045.56
ATHLETIC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Head Baseball Head Cheerleader Head Lacrosse (B/G) Head Soccer (B/G) Head Softball Head Track (B/G) Head Volleyball Head Wrestling Asst Basketball (Var) Asst Football (Var)	$ 5,261.96	$ 5,740.32	$ 6,218.68	$ 6,697.04	$ 7,175.40	$ 7,653.76	$ 8,132.12
ATHLETIC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Asst Basketball Asst Cheerleader (Var) Asst Football Athletic Facilities Coord Gymnastics Head Cross Country Head Dive Coach Head Golf (B/G) Head Swimming Head Tennis Strength Coach Weight Room Facilitator	$ 4,305.24	$ 4,783.60	$ 5,261.96	$ 5,740.32	$ 6,218.68	$ 6,697.04	$ 7,175.40
ATHLETIC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Asst Baseball Asst Bowling Asst Cross Country Asst Golf Asst Soccer Asst Softball Asst Tennis Asst Track	$ 3,348.52	$ 3,826.88	$ 4,305.24	$ 4,783.60	$ 5,261.96	$ 5,740.32	$ 6,218.68

Asst Volleyball							
Asst Wrestling							
Asst Cheerleading (9th)							
Asst Tennis (G/JV)							
Asst Tennis (B/JV)							
Asst Baseball (Var)							
Asst Softball (Var)							
Cheerleading (MS)							

2026/27 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Band Director	$7,175.40	$7,653.76	$8,132.12	$8,610.48	$9,088.84	$9,567.20	$10,045.56
CC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Asst Band Director	$5,261.96	$5,740.32	$6,218.68	$6,697.04	$7,175.40	$7,653.76	$8,132.12
CC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Student Council (HS) Yearbook (HS)	$4,305.24	$4,783.60	$5,261.96	$5,740.32	$6,218.68	$6,697.04	$7,175.40
CC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Building Tech Coord Dept Heads (HS) Dept Heads (MS) Eagle Extensions Coord Orchestra (HS) Drama per Performance (max of 3 per year) Band Asst Drill Team Flag Corp Global Scholars Junior Class Advisor Senior Class Advisor Show Choir (HS)	$3,348.52	$3,826.88	$4,305.24	$4,783.60	$5,261.96	$5,740.32	$6,218.68
CC GROUP 5	4%	5%	6%	7%	8%	9%	10%
Eagles First Flight In The Know Lead Teacher (Elem) Show Choir (MS) Stage Manager	$1,913.44	$2,391.80	$2,870.16	$3,348.52	$3,826.88	$4,305.24	$4,783.60
CC GROUP 6	3%	4%	5%	6%	7%	8%	9%
LPDT Chairperson Mock Trial (HS) Musical Asst (HS) per perf	$1,435.08	$1,913.44	$2,391.80	$2,870.16	$3,348.52	$3,826.88	$4,305.24

Nat'l Honor Society (HS)							
Newspaper (HS)							
Odyssey of the Mind							
Race to the Top							
Science Fair							
Student Council (MS)							
Technical Director							

2026/27 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR (continued)							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC - GROUP 7	2%	3%	4%	5%	6%	7%	8%
Art Club (MS) Asst Yearbook (MS) French Club Freshman Class Adv German Club LEO Club (HS) LPDT Member Math Counts Mixed/Concert Choir (MS) Newspaper (MS) Odyssey of the Mind PAC Committee Performing Art (Elem/MS) Power of the Pen Sophomore Class Adv Spanish Club Student Council (Elem) SOAR	$ 956.72	$ 1,435.08	$ 1,913.44	$ 2,391.80	$ 2,870.16	$ 3,348.52	$ 3,826.88

BIG WALNUT LOCAL SCHOOL DISTRICT

2027/28 ATHLETIC SUPPLEMENTAL SALARY SCHEDULE

August 1, 2027 Base	**$ 49,749.00**

ATHLETICS							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
ATHLETIC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Head Basketball (B/G) Head Football	$ 7,462.35	$ 7,959.84	$ 8,457.33	$ 8,954.82	$ 9,452.31	$ 9,949.80	$ 10,447.29
ATHLETIC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Head Baseball Head Cheerleader Head Lacrosse (B/G) Head Soccer (B/G) Head Softball Head Track (B/G) Head Volleyball Head Wrestling Asst Basketball (Var) Asst Football (Var)	$ 5,472.39	$ 5,969.88	$ 6,467.37	$ 6,964.86	$ 7,462.35	$ 7,959.84	$ 8,457.33
ATHLETIC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Asst Basketball Asst Cheerleader (Var) Asst Football Athletic Facilities Coord Gymnastics Head Cross Country Head Dive Coach Head Golf (B/G) Head Swimming Head Tennis Strength Coach Weight Room Facilitator	$ 4,477.41	$ 4,974.90	$ 5,472.39	$ 5,969.88	$ 6,467.37	$ 6,964.86	$ 7,462.35
ATHLETIC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Asst Baseball Asst Bowling Asst Cross Country Asst Golf Asst Soccer Asst Softball Asst Tennis Asst Track	$ 3,482.43	$ 3,979.92	$ 4,477.41	$ 4,974.90	$ 5,472.39	$ 5,969.88	$ 6,467.37

Asst Volleyball							
Asst Wrestling							
Asst Cheerleading (9th)							
Asst Tennis (G/JV)							
Asst Tennis (B/JV)							
Asst Baseball (Var)							
Asst Softball (Var)							
Cheerleading (MS)							

2027/28 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC GROUP 1	15%	16%	17%	18%	19%	20%	21%
Band Director	$7,462.35	$7,959.84	$8,457.33	$8,954.82	$9,452.31	$9,949.80	$10,447.29
CC GROUP 2	11%	12%	13%	14%	15%	16%	17%
Asst Band Director	$5,472.39	$5,969.88	$6,467.37	$6,964.86	$7,462.35	$7,959.84	$8,457.33
CC GROUP 3	9%	10%	11%	12%	13%	14%	15%
Student Council (HS) Yearbook (HS)	$4,477.41	$4,974.90	$5,472.39	$5,969.88	$6,467.37	$6,964.86	$7,462.35
CC GROUP 4	7%	8%	9%	10%	11%	12%	13%
Building Tech Coord Dept Heads (HS) Dept Heads (MS) Eagle Extensions Coord Orchestra (HS) Drama per Performance (max of 3 per year) Band Asst Drill Team Flag Corp Global Scholars Junior Class Advisor Senior Class Advisor Show Choir (HS)	$3,482.43	$3,979.92	$4,477.41	$4,974.90	$5,472.39	$5,969.88	$6,467.37
CC GROUP 5	4%	5%	6%	7%	8%	9%	10%
Eagles First Flight In The Know Lead Teacher (Elem) Show Choir (MS) Stage Manager	$1,989.96	$2,487.45	$2,984.94	$3,482.43	$3,979.92	$4,477.41	$4,974.90
CC GROUP 6	3%	4%	5%	6%	7%	8%	9%
LPDT Chairperson Mock Trial (HS) Musical Asst (HS) per perf	$1,492.47	$1,989.96	$2,487.45	$2,984.94	$3,482.43	$3,979.92	$4,477.41

Nat'l Honor Society (HS)							
Newspaper (HS)							
Odyssey of the Mind							
Race to the Top							
Science Fair							
Student Council (MS)							
Technical Director							

2027/28 CO-CURRICULAR SUPPLEMENTAL SALARY SCHEDULE

CO-CURRICULAR (continued)							
GROUP NAME	YEAR 0	YEAR 1-2	YEAR 3-4	YEAR 5-6	YEAR 7-8	YEAR 9-10	YEAR 11+
CC - GROUP 7	2%	3%	4%	5%	6%	7%	8%
Art Club (MS) Asst Yearbook (MS) French Club Freshman Class Adv German Club LEO Club (HS) LPDT Member Math Counts Mixed/Concert Choir (MS) Newspaper (MS) Odyssey of the Mind PAC Committee Performing Art (Elem/MS) Power of the Pen Sophomore Class Adv Spanish Club Student Council (Elem) SOAR	$ 994.98	$ 1,492.47	$ 1,989.96	$ 2,487.45	$ 2,984.94	$ 3,482.43	$ 3,979.92

APPENDIX C

COMPUTER USE AGREEMENT

The focus of this document is on Internet usage but applies to all computer usage at Big Walnut Local Schools.

All students, faculty, staff, continuing education students, and support staff will be referred to as "USER" or "USERS."

Internet access is available to users at the Big Walnut Local Schools.

The goal of the Big Walnut Local School District is to promote educational excellence in schools by facilitating resource sharing, innovation, and communication.

The Internet is an electronic highway connecting thousands of computers all over the world and millions of individual subscribers. Users may have access to the following:

1. Electronic mail communications with people all over the world.
2. Information and news from many educational institutions as well as scientific and governmental agencies.
3. Public domain software and shareware of all types.
4. Discussion groups on a broad range of topics.
5. Access to University catalogs, the Library of Congress, and on-line public libraries.

With access to computers and people all over the world comes the availability of material that may not be considered to be of educational value in the context of the school setting. Big Walnut Local Schools has taken precautions to restrict access to controversial materials. However, on a global network, it is impossible to control all materials, and users may discover controversial information. The District believes that the valuable information and interaction available on this network far outweighs the possibility that users may produce materials that are not consistent with the educational goals of our District.

Internet access is coordinated through a complex association of government agencies and regional and state networks. In addition, the smooth operation of the network relies upon the proper conduct of end users who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. In general, this requires efficient, ethical, and legal utilization of the network resources. If a user violates any of these provisions, his or her account may be terminated, and future access could possibly be denied. The signature(s) at the end of this document is (are) legally binding and indicate the party (parties) who signed has (have) read the terms and conditions carefully, understand(s) their significance, and agree to such terms and conditions.

Terms and Conditions

1. Acceptable Use – The purpose of access to the Internet is to support research and education in and among academic institutions in the U.S. by providing access to unique resources and the opportunity for collaborative work. The use of your account must be in support of education and research and consistent with the educational objectives of the District. Use of another organization's network or computer resources must comply with the rules that are appropriate for that network. Transmission of any material in violation of any U.S. or State law is prohibited. This includes but is not limited to downloading copyrighted material; transmitting threatening or obscene material; or accessing, appropriating, and/or employing material that constitutes confidential or trade secret information. Use of Internet access for commercial activities is generally not acceptable. Use for product advertisement or political lobbying is also prohibited.

2. Privileges – The use of the Internet is a privilege, not a right; and inappropriate use will result in cancellation of those privileges. The system administrator can recommend removal of access until reviewed by school administration. The administration, faculty, and staff of the Big Walnut Local Schools may request the system administrator to investigate possible violations.

3. Network Etiquette – You are expected to abide by the generally accepted rules of network etiquette. These include but are not limited to the following:

    a. Be polite. Do not get abusive in your messages to others.

    b. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.

    c. Do not reveal your personal address or phone numbers to other users.

    d. Know that electronic mail (E-MAIL) is not guaranteed to be private. People who operate the system do not have access to all mail. The system administrator will monitor E-MAIL. Any messages related to or in support of illegal activities may be reported to the authorities.

    e. Do not use the network in such a way that it would disrupt the use of the network by other users.

    f. All communications (including E-MAIL) and information accessible via the network should be assumed to be private property, unless it is very clearly marked as being available for use or distribution.

    g. Illegal activities are strictly prohibited.

    h. Keep your password confidential. Do not give your password to anyone for any reason. You are responsible for it and will be held accountable.

i. If you subscribe to a Listservice, plan on checking your mail on a regular basis.

j. The regular and routine use for private or personal for-profit business such as, for example, the advertising of goods or services for purchase or sale, is not an acceptable use.

4. No user shall have any expectation of privacy with respect to any information transmitted through or stored on District computers and related equipment and storage media. The District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The District will not be responsible for any damages you suffer. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions no matter how caused. Use of any information obtained via the Internet is at your own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services. No user shall access any fee based system.

5. Security – Security on any system is a high priority, especially when the system involves many users. If you feel you can identify a security problem on the Internet, you must notify the system administrator. Do not demonstrate the problem to other users. Do not use another individual's account under any circumstance. Attempts to login to the network as a system administrator may result in cancellation of privileges. Any user identified as a security risk or having a history of misusing other computer systems may be denied access to the network.

6. Vandalism – Vandalism may result in cancellation of privileges. Vandalism is defined as any malicious attempt to harm or destroy data or to intrude in the network or data of another user, Internet, or any other network, including the above listed agencies or other networks that are connected to the Internet backbone. This includes the Local Area Network at Big Walnut Local Schools and any computer owned by the District.

Information missing or unreadable may cause delay in the application process. This document must be completed in black ink.

- User Information -		
Signature		Date
Last Name		First Name
Address		
City	State	Zip Code
Home Phone	Work Phone	
Social Security Number	Date of Birth	
- Parent/Guardian Information -		
Signature		Date
Last Name		First Name
Relationship		Work Phone
- Office Use Only -		
Approval		Date
UN		CD

SUMMARY OF BENEFITS

Plan Name	**BC-Q8 MOD3 (HSA) Rx Plan:**
Product	Choice + Insurance *
Option	Replace Opt 1
Plan Offering	Dual Option
Multiple Option with:	
HRA or HSA	HSA
Benefits*	**Network Single/Family**
Office Copay (PCP/SPC)	PCP N/A, SPC N/A
Hospital Copays	OP N/A, IP N/A
UC/ER/Major Diag Copay	UC N/A, ER N/A, MD N/A
Other	ENRP
Deductible	1400/2800 (Non-Embedded)
Coinsurance	90%
Out-of-Pocket	$3000/6000
Pharmacy	$10/30/60; 2.5x MO Integ med/rx
	Out of Network Single/Family
Deductible	$3000/6000 (Non-Embedded)
Coinsurance	70%
Out of Pocket	$6000/12000

Pharmacy copays will only apply after the deductible has been satisfied on HSA plans with integrated medical/pharmacy deductibles.

Deductibles and out-of-pocket maximums will index as applicable to maintain IRS requirements for a High Deductible Health Plan (HDHP).