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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION

AND

CHESAPEAKE LOCAL TEACHERS ASSOCIATION, OEA/NEA

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ARTICLE 1: RECOGNITION

A. The Chesapeake Union Exempted Village Board of Education, hereinafter referred to as the "Board," recognizes the Chesapeake Local Teachers Association/OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B. The Association is a member of the Ohio Education Association (OEA) and the National Teachers Association (NEA). The Association has as its purpose the following:

   To comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth the understanding and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining units as defined herein.

A. The Association shall be recognized as the exclusive representative of all full-time and part-time certificated personnel including but not limited to classroom teachers, guidance counselors, speech therapists, librarians, school nurses, and coordinators. Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

B. Excluded from the bargaining unit shall be all other employees of the Chesapeake Union Exempted Village schools, including Superintendent, Principals, Assistant Principals, Supervisor, Transportation Director, Psychologist, and all other employees who are non-certified supervisory or confidential, as defined by ORC 4117.01.

C. Full-time and Part-time Certificated Personnel.

   1. "Full-time" certificated personnel shall be those who work the full-time schedule of hours as defined in this agreement, and Article 14 for a minimum of one hundred twenty (120) work days or more in a work year. This shall not include any hours worked as substitute teachers.

   2. "Part-time" certificated personnel shall be those who regularly work less than the full schedule of hours as defined in this agreement in Article 14 and/or less than the minimal standard of one hundred and twenty (120) work days.

ARTICLE 2: ASSOCIATION RIGHTS

A. The Association shall be provided with all agendas, minutes and other public information made available to Board members no later than the time of distribution to the Board members. The Association President or his/her designee will be informed of any agenda changes, and a copy of said addendum shall be given to the President or his/her designee prior to the board meeting, if such changes are made before the Board meeting.

B. The Association shall have the right to participate in the initial orientation meetings for new professional staff members. In addition, the Association shall have the right to address bargaining unit employees at any orientations, or staff development (in service and professional development) meetings (not to exceed 30 minutes).

C. Association Representatives shall be given needed paid release time to participate in grievance meetings, bargaining sessions, when those are held during the school day. Paid release time means that the unit member is released from duties without a loss in pay or benefits due to the release time.

D. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy by email of each of the following documents approved by the Board and/or Treasurer. There will be no charge for the documents when requested for collective bargaining/negotiations. At other times, the Board will charge $0.10 per page for the documents which should include:

1. Amended Certificates of Estimated Resources;
2. Each year's Temporary and Permanent Appropriations Resolutions;
3. The names and assignment of staff members;
4. Monthly Financial Statement of Receipts and Expenditures;
5. Each Month's Cash Position Report

E. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one specifically designated bulletin board or posting area per school building, providing such does not interfere with instructional use and providing such is not within easy access to students, parents, or community members using the school facility.

F. To facilitate communication with bargaining unit members, the Association shall have the opportunity to use the internal school and/or district mail/courier including email system, except for levy, issue, or candidate campaign related communications, providing such does not incur any financial expense to the Board of Education, and shall not interfere with teaching time or other assigned duties of bargaining unit members.

G. The President of the Association and/or designee and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned persons arrival at any school, he/she shall secure from the Principal or in his/her absence the acting building administrator, permission to make the visit.

Such permission will not be denied but may be delayed only if the visit at the time

desired will interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.

H. The Association shall be granted use of school facilities at no cost for regular business meetings, and not to interfere with regularly scheduled school activities.

I. The Association president or his/her designee may request to be recognized by the Superintendent to address the Board for a specific period of time at the general public place on the agenda. The Association shall have a specific place on the agenda for any Board meeting upon the written request of the Association President to the Superintendent. The request must be made at least four (4) business days prior to the scheduled meeting to enable the Superintendent to comply with the Board policy on distribution of agendas.

J. The Association shall be permitted reasonable use of all technological equipment, provided they are not being used or are not required for any school business or activity, and provided that they are not being used for any levy, issue, or candidate campaign related communications. Permission shall be obtained from the appropriate Building Administrator and the Association shall pay for consumable and/or special materials used.

K. The Association acknowledges that it has an ongoing responsibility to explain and discuss the terms of the Agreement with all members of the bargaining unit.

ARTICLE 3: MANAGEMENT RIGHTS

A. Except to the extent expressly abridged only by the specific articles and sections of this agreement, the employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner, which is not inconsistent with this Agreement. The sole exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in the Ohio Revised Code Section 4117.08(C), Numbers 1-9.

ARTICLE 4: NEGOTIATIONS PROCEDURE AND IMPASSE

The Chesapeake Union Exempted Village Board of Education and the Union hereby agree that the following conditions shall apply during negotiations for a collective bargaining agreement except when otherwise agreed upon.

A. Negotiations shall be conducted at the Chesapeake District Board Office unless the parties mutually agree to some other location. Negotiations shall be held on dates and times mutually agreed upon. The date, time, and place for subsequent negotiation sessions shall be established before the adjournment of each concluded bargaining session. Both parties shall endeavor in good faith to meet on such agreed upon date, but it is recognized that from time to time, it may be necessary to postpone a meeting due to pressing or unforeseen obligations.

B. All negotiations shall be closed to the public, press, and persons other than the members of the negotiating committee or consultants they may use. The negotiations shall, in accordance with 4117.21, be private or confidential and not subject to ORC 121.22.

C. Members of the respective negotiating team shall be limited to the President (or their designee), Vice President (or their designee), one representative from each building (three total), a labor relations consultant, and three alternatives. In addition, either party may bring a consultant to address specific issues. Day one, all members may attend. On additional days, attendance will be limited to 5 members, the LRC, and any consultants.

D. Each party will designate a "chief negotiator" prior to the start of the negotiations. Both parties will direct all questions and comments to the designated chief negotiator. This paragraph is not intended to limit the free flow of discussion. Either chief spokesperson may call on their other team members for input or explanation.

E. The parties agree that collective bargaining should be conducted at the bargaining table between the representatives of the parties. To this end, it is the intent of the parties that there shall be no communications between the Union (including its negotiating team, membership, and the bargaining unit it represents) and the Chesapeake Union Exempted Village Board of Education (including its negotiating team, administrators, and school board members) regarding collective bargaining matters or issues except across the bargaining table. This shall not be construed to deny the Union and its representatives the right to address the Board in public session to the extent permitted by current Board policies and rules with respect to matters pertaining to the Board budget or to the operation and policies of Chesapeake Union Exempted Village School District which is not at issue in negotiations, and this shall not be construed to prohibit meetings between the bargaining unit members and the Superintendent regarding the same.

F. The first meeting after the Board has presented its non-economic (or economic) counter proposals shall be the deadline for either party to propose additional non-economic (or economic) issues for negotiations. Thereafter, unless the parties mutually agree otherwise no additional non-economic (or economic) items shall be submitted for negotiations by either party.

G. The parties shall negotiate and attempt to resolve all or substantially all procedural and substantive contract language matters before the parties commence negotiations on the economic aspects of the collective bargaining agreement. Economic proposals shall be defined as: wages, overtime, and dollar amount or level of fringe benefits having a measurable economic cost, such as holidays, vacations, days off, leaves of absence, group hospitalization and/or insurance benefits. Language concerning such items shall be negotiated as part of the non-economic issues.

H. There shall be no recording of bargaining sessions. Each party may take notes of the bargaining sessions.

I. Any written or oral press releases or statements to the press or public regarding the substance of negotiations shall be done through mutually agreed-to releases or statements. This restriction shall not apply after mediation per section (U) below has been properly completed. If there is an unauthorized press leak, both Chief Negotiators shall meet and attempt to resolve the matter. In the absence of such a resolution, either party may respond to the leak after advising the other party of their intended statements to the press. The Association reserves the right to communicate with its members.

J. The negotiation teams for each side have authority to reach tentative agreement on proposals submitted for negotiations.

K. All tentative agreements shall be reduced to writing, initiated, and dated by the chief negotiator for each side at the meeting at which tentative agreement is reached and an initialed copy shall be provided to each bargaining team. Only proposals that have been initiated shall be presented to the bargaining unit members or to the Board as being agreed upon. Initialed provisions are subject to change by the parties only by mutual agreement.

L. All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties.

M. Each side reserves the right to caucus at any time during negotiations. Caucuses shall be limited to 30 minutes unless agreed otherwise.

N. Proposals and offers of compromise made in sidebar discussions shall not be admissible in any interest arbitration proceeding.

O. When tentative agreement is reached on all issues, it will be submitted to the Union membership for ratification. All members of the Union's bargaining team

will use their best efforts to secure ratification. Following ratification by the Union, the tentative agreement will then be submitted to the Board for ratification. All members of the Board's bargaining team will use their best efforts to secure ratification.

P. Should either party fail to ratify the entire Agreement, then only those issues previously the subjects of bargaining between the parties shall be subject to further negotiations. Negotiations will be resumed at a mutually agreeable time.

Q. At least sixty (60) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other party in writing of a desire to commence bargaining. The parties shall mutually schedule their first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.

R. If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

S. Negotiation time shall not be considered as time worked for any member of the Union bargaining team.

T. This impasse procedure shall supersede and replace the impasse procedures set forth under Ohio Revised Code 4117.14.

The parties pledge to negotiate in good faith and in the event of failure to achieve a settlement, to utilize in good faith mediatory facilities of the Federal Mediation and Conciliation Service (FMCS).

1. Either party may declare impasse; once impasse is declared, FMCS shall be contracted for the assignment of a mediator.

2. The parties will mediate in good faith for a period of time not to exceed thirty (30) days. This time limit can only be extended by mutual agreement of the parties reduced to writing.

3. If at the end of the mediation period a voluntary settlement has not been achieved, the Board will make a final offer to the Association. The Association will cause a vote of its membership on this final offer.

4. If the Association rejects the Board's final offer, the Association may choose to return to the negotiations table, or give the Board a ten (10) day strike notice in accordance with Ohio Revised Code 4117 Procedures.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance on an employee evaluation shall be based on whether management properly applied the evaluation procedure, not the content of the evaluation.

2. "Days" as used in this procedure shall be workdays exclusive of negotiated days off, snow days, or federally recognized holidays.

3. The aggrieved or grievant shall mean an employee or Association member, a group of Association members or the Association acting on behalf of itself.

4. The "party of interest" is the party or parties with whom the aggrieved have a grievance.

5. Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting for the decision and the reasons therefore and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved. If the president of a union official is not present when a grievance resolution is reached, the agreed upon resolutions will be sent to the president within two (2) days to assure the agreement is acceptable. The president will then have two (2) days to respond with either agreement or an alternative resolution that will be discussed with the administration.

3. The aggrieved shall be present at any grievance hearing. When the presence of the aggrieved at the grievance hearing is requested, only

illness or any other incapacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits. The grievant will be given at least twenty-four (24) hours notice of any grievance hearing.

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

5. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

6. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.

7. Any grievance not appealed in a timely fashion stands resolved on the basis of the Administration's response at that Step. Any grievance not answered by Administration in a timely fashion is automatically appealed to the next step of the procedure.

8. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to the next step without establishing precedence.

C. Statement of Basic Principles of Operation

1. Level One

A grievance lodged with a principal or the appropriate administrator must be within ten (10) working days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. Continuing grievances shall be recognized. The grievance conference shall occur within five (5) working days after the grievance is filed. The grievant shall be accompanied by the local Representative and/or any other OEA/NEA agent.

2. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Association may file, within five (5) working days of the Principal's or of the appropriate administrator's written decision at Level One, a copy of the

grievance with the Superintendent. Within five (5) working days after such written grievance is filed, the Grievant, the Association Representative and the Principal, Superintendent and/or his designee shall file his decision within five (5) working days of the Level Two filing and communicate it to the Grievant and the Association.

3. Level Three

   If the aggrieved is not satisfied with the disposition at Level Two of the grievance procedure, the parties may agree to submit the grievance to FMCS mediation within ten (10) working days after the Association's receipt of the Superintendent's decision. The parties will attempt to agree on an FMCS mediator. If the parties are unable to agree, the Association will request that FMCS appoint a mediator.

4. Level Four

   If the aggrieved is not satisfied with the disposition at Level Two of the grievance procedure (or Level 3 if the parties agree to mediation), he/she/they may initiate Level Four of this procedure. The Association and the aggrieved may refer to the grievance to an arbitrator by giving written notice to the Superintendent and/or the Board if its desire to do so. The parties shall file a joint request for a list of arbitrators from the Federal Mediation and Conciliation Services (FMCS) within fifteen (15) working days of the appeal to arbitration. The cost of the list or obtaining the panel shall be paid by the losing party. The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of the receipt of the FMCS list of arbitrators. Either party may reject one (1) list by notifying the other party prior to 10 striking names. The party requesting the new list shall be responsible for the cost. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

D. The Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no power or authority to make any decision:

   1. To determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the final decision; or

   2. In any way interfere with management prerogatives including Board discretion; or

3. Limit or interfere in any way with the powers, duties, rules, and regulations having the force and effect of law; or

4. Add to, subtract from, modify, change, or amend the terms and provisions of this Agreement, or any written agreements between the parties.

E. The cost for arbitration, including the travel expenses, hearing room, etc., shall be paid by the losing party. The arbitration costs incurred by each party to the arbitration shall be paid by that party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion the costs to each party as that arbitration case dictates.

F. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Board's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source.

G. The Arbitrator shall issue the decision on the grievance within sixty (60) calendar days from the close of the hearing.

ARTICLE 6: SEVERABILITY PROVISIONS

A. In the event there is a conflict between a provision of this Agreement with the federal or state law, or valid rule or regulation adopted by a federal or state agency as determined by a court of competent jurisdiction, the federal or state law or valid rule or regulation adopted by a federal or state agency shall prevail as to that provision. All other provisions of this Agreement which are not in conflict with a federal or state law or valid rule or regulation adopted by a federal or state agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

B. If during the term of this Agreement there is a change in a federal or state law or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

C. This contract supersedes and prevails over all laws, rules, policies, and regulations except as specifically set forth in ORC 4117.10(A)

ARTICLE 7: PAYROLL DEDUCTIONS

A. Bargaining unit members may sign up for the payroll deductions listed below in paragraph C at the times established by the Board Treasurer. The bargaining unit member will deliver to the Board Treasurer a signed authorization on the form prescribed by the Treasurer to initiate said deductions.

B. Each employee may request changes in payroll deductions for federal, state, or local taxes up to two times per year, except as may otherwise be permitted by law. The insurance carriers of health, life, dental, and vision insurance will establish prohibitions or stipulations in the sign-up procedures for the various insurance or annuities.

C. Deductions can be made for the following:

1. Insurance;
2. Insurance Annuities;""
    a. All bargaining unit members who participate in annuities deductions agree to hold the Chesapeake Board of Education harmless for any IRS tax penalties imposed due to the bargaining unit member's failure to pay or have withheld the appropriate tax from their pay.
    b. Upon formal notice from the Internal Revenue Service (IRS) that an employee has failed to have the appropriate tax withheld as it relates to the employee's tax liability on annuities, the Board of Education will withhold from each bargaining unit member's salary the penalty amount of taxes for failure to adequately deduct their taxes, and transmit the said amount to the IRS.
3. Credit Union;""
4. Professional Associations;""
5. IRS 125 Plan

D. The Board will continue its present practice of deducting taxes for out of state residents and forwarding the same to the appropriate state authority. This applies only to West Virginia, Kentucky, and Ohio.

E. The Treasurer of the Board of Education shall make available to members of the bargaining unit direct deposit of their paychecks through the financial institution of the bargaining unit member's choice.
    1. Direct deposit of payroll checks shall be mandatory.

2. Enrollment period or changes of designed depository can be made quarterly beginning September 1.

ARTICLE 8: PERSONNEL FILES

A. A file of each member of the bargaining unit may be maintained by the Principal of the location in which that member teaches, separate from the office personnel file maintained at the Board's administrative offices. The only official personnel file on each member shall be held in the Board's administrative office. A Principal's personal notes that have not been shared with anyone and are not public record under Ohio Revised Code 149.43 shall not be placed in a member's personnel file. Copies of the contracts of employment shall be available upon request.

B. Any personnel action including discipline of a bargaining unit member shall be under normal circumstances based upon material contained or reflected in the permanent personnel file on the Board office and/or work-related conduct observed by an administrator if it is an action or discipline that is cumulative in nature.
   1. These files shall only be shared with other members or third parties as permitted by law (e.g., pursuant to public records request of valid subpoena). A copy of all materials placed in the permanent personnel file shall be sent to the member upon placement.

   2. The date and name of the person placing material in the permanent personnel file shall be included in the document.

C. Individual bargaining unit members shall have access to their personnel files upon request to the Superintendent or treasurer at a time that is mutually convenient, but not less than three (3) working days from the date of the request and does not interfere with the bargaining unit member's regularly assigned duties. The bargaining unit member may be accompanied by another individual of his/her choice.

D. Those authorized to use files of members shall be limited to the Superintendent, members of the Board of Education, Treasurer of the Board, Principals or Supervisors directly responsible in directing the bargaining unit member, or the secretaries or assistants of the above authorized individuals.

   1. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file so long as the member exercises his/her right within forty-eight (48) hours of notification being sent to the member, except in response to

process of law. The Administration will use the above notification process except in an emergency situation, rare or unexpected occasion that is not an everyday event. The Board of Education will comply with 149.43 of the Ohio Revised Code.

E. Teacher discipline at a level lower than suspension shall be removed from the member's personnel file and/or principal's file after two (2) years, as long as the member has no intervening discipline. The member must request that the discipline be removed and shall be given the copy of said discipline from the file. Bargaining unit members may challenge the timeliness, relevancy, accuracy, or completeness of an item in their personnel file in accordance with the provisions of Section 1347.09 ORC.

F. The bargaining unit member shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material. The signing of the material does not indicate agreement with the document, but merely notice that the document is being placed in the file; furthermore, the employee shall have the right to respond, in writing, to any material that is placed in the file. Said response shall be attached to and shall become a part of the document that is to be placed in the file. The response shall be included should disbursal of the original document be made by the school district, unless the request is made under Ohio Revised Code 149.43 and the requesting party does not want the response.

ARTICLE 9: PAY PERIODS

A. Bargaining unit members shall receive payment in twenty-four (24) equal installments over a twelve (12) month period in a fiscal year. Pay will be the 15th and 30th of the month except in February, which will be the last day of the month, except in cases of emergency.

B. Bargaining unit members on extracurricular contracts may be paid in twenty-four (24) equal installments over a twelve-month period in a fiscal year, or in one (1) lump some at the completion of the extracurricular contract with approval of the Superintendent with twenty (20) days' notice to the Board Treasurer. The bargaining unit member on such an extracurricular contract must file with the Board Treasurer the proper paperwork at the beginning of the school year. If the member chooses to receive the payment in one (1) lump sum, the supplemental contract shall be paid on the next pay period following completion of the extracurricular contract.

C. In the event the scheduled pay day falls on a day that is not a scheduled work day, bargaining unit members will be paid on an earlier day when such earlier payday is feasible.

ARTICLE 10: TRAVEL REIMBURSEMENT

A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles or if approved by the appropriate administrator or Supervisor, be reimbursed at current IRS rate per mile. To be reimbursed, members shall submit an approved form to the Superintendent at the end of each semester to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon request approved by the Superintendent.

B. Mileage of traveling teachers shall be calculated from the first school of the assignment for the day to the final school of assignment for the day.

C. For a bargaining unit member to receive reimbursement for travel expenses they shall provide proof of insurance and proof of a valid driver's license.

ARTICLE 11: SCHOOL PROCEDURES, ORGANIZATION, & TEACHING ASSIGNMENTS

A. The School Administration shall, at the beginning of the school year, provide the professional staff members with copies of that school's written procedures of operation and copies of any handbook that is distributed to the students.

B. Professional staff members are encouraged to attend school functions during the school year at the school at which they work. Attendance at functions at the teacher's school demonstrates to the community and students a total commitment to the total students, both in and out of the classroom.

C. The District will not reassign a licensed/certified teacher to a class or assignment for which they are not licensed/certified to teach, except where state law permits (e.g., 2 years outside grade band) or in situations where the teacher is seeking licensure in the additional area and accepts the assignment. This provision shall not preclude the District from assigning teachers with a substitute teaching license.

D. If a waiver is not obtained from the state, the Board must comply with the Ohio rules governing assignment of caseloads to intervention specialists under Ohio Administrative Section 3301-51-09. During teacher in-service before each school year, the administration will meet with special education staff to discuss caseload assignments. If, during the school year, a teacher's caseload gets within two students of the maximum caseload set by the state, the teacher or Association may contact the special education director to schedule a meeting to discuss the caseload going forward.

ARTICLE 12: SEVERANCE PAY

A. Upon retirement, a bargaining unit member who has worked for ten (10) or more years in the Chesapeake Union Exempted Village School District and who has provided written notification of State Teachers Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (¼) of his/her accrued but unused sick leave credit not to exceed eighty-five (85) days.

B. Payment will be made at the bargaining unit member's daily rate of pay at his/her current salary schedule in the District.

C. Payment will be made at the bargaining unit member's daily rate of pay at his/her current salary schedule in the District.

D. Any payment will be made only after the member becomes a retiree of the State Teachers Retirement System. Once such payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a bargaining unit member.

E. In case of the death of a bargaining unit member before retirement, any accrued severance pay will be paid to the estate of said member.

F. Retirement for the purpose of this Agreement is defined as being that point at which a certified professional employee has applied for and received a notice of his/her effective date of retirement from the State Teachers Retirement System or the State Employees Retirement System.

ARTICLE 13: STRS PICK-UP

A. The Board shall pick-up contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be a state mandated share of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of City, State, and Federal Tax

2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. Payment for sick leave, personal leave, severance, supplemental, etc. including unemployment and worker's compensation, shall be based on the employee's gross or daily gross pay prior to the reduction as basis (i.e., gross pay divided by the number of days in a teacher's contract).

B. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, the former method of employee/employer contributions.

ARTICLE 14: LENGTH OF THE SCHOOL DAY

A. The length of the normal school day for members of the bargaining unit shall be seven and one-fourth (7 ¼) hours.

B. Each member of the bargaining unit shall have thirty (30) minutes uninterrupted duty free lunch which shall be a part of the school day.

ARTICLE 15: SCHOOL YEAR

A. The length of the school year for members of the certified staff who are eligible for membership in the bargaining unit shall be up to one hundred eighty-two (182) days The one hundred eighty-two (182) days shall be at the discretion of the Board. Included in the up to one hundred eight-two (182) days shall be:

   1. Two (2) days for Parent-Teacher Conferences; and

   2. Two (2) days for in-service

B. Upon the hire of any new employee(s), the Association must be provided a ten (10) day notice of any employee orientation meetings.

C. All teachers new to the Chesapeake Exempted Village School District may be required to attend an orientation session at the discretion of the Superintendent.

D. It is the responsibility of the Board to regularly provide updated information (i.e., name, home address, telephone number, work email, work location, department, and job title) for each bargaining unit member to the Secretary of the Association on request.

E. When a vacancy arises after the start of a school year and the Board intends to fill the position, the vacancy may be filled on an interim basis by employing a qualified, regular certified teacher from outside the bargaining unit, not to extend beyond the end of the school year. The contract issued to the interim teacher shall be set forth in Appendix 1 of this Agreement. The interim teacher will receive compensation at the sub rate for the first 60 days before being placed on the salary schedule, and the interim teacher will not be included as part of the contract sequence or count towards District seniority. If the position is filled with an interim, the vacancy will be posted for the following school year.

F. The Board Treasurer will provide the names and work email addresses of new employees to the Association within (10) days of employment.

G. New employees will be provided with an in-person meeting, new hiring paperwork for payroll (tax forms, direct deposit, I-9, etc.), and all insurance information (including health, dental, vision. life and opt-out) The Association may provide new employees with a copy of the current teacher contract.

ARTICLE 16: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

The complaint procedures in this Article do not apply to complaints made pursuant to Board Title IX and other anti-harassment/discrimination policies, which contain separate complaint procedures dictated by federal law.

A. Communication between the community and the school ideally should be such that most complaints are resolved through personal conferences at the school level. Whenever a complaint, whether oral or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, the teacher shall be immediately made aware of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complainant(s) and the principal shall attempt to resolve the complaint(s). If such conferences do not lead to understanding and resolution of a problem involved, a parent may pursue further action only by submitting a complaint against a teacher, which must be submitted in writing and signed by the complainant, to the principal of the school. The principal shall immediately give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such complaint must be in writing. If a complaint is not put in writing, the matter shall be considered closed and not able to be filed again by that complainant.

B. Further action concerning the complaint shall be initiated by the following procedure:
    1. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

    2. If it is not resolved at that level, it may be appealed to the Superintendent.
    3. If it is still unresolved, it may be appealed to the Board.

C. In each of the steps above, a teacher may request and be accompanied by Association counsel and/or Association representative. Any conference regarding such complaints shall be private. The principal will direct all participants in the conference that all matters discussed should be kept confidential and not shared with others.

D. A bargaining unit member's personnel file shall not be open to the public, news media, or their agents, except as required by ORC 149.43. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified in compliance with Article 8: Personnel Files of this Agreement. The bargaining unit member and/or Association Representative shall have the right to be present at the viewing of his/her file.

ARTICLE 17: STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board, the Administration and the Association recognize their shared responsibility toward the students to provide a school environment which is well organized, effectively managed, and properly disciplined. This can best be accomplished if the administrators, principals, teachers, counselors, and others in charge of the students prepare a plan which will result in the proper control of the students, and which will ultimately result in ensuring the optimum learning situation.

B. The Board, the Administration and the Association also recognize that, although the Principal of the school is ultimately responsible for the discipline and proper control of the students throughout his/her school, it is generally conceded that the discipline of the student in and about the classroom is the duty of the teacher. No Principal, no matter how effective, can repeatedly assume the teacher's classroom disciplinary role. The Principal, on occasion, may aid and assist the teacher, but the Principal cannot replace the teacher and assume the teacher's inherent obligations. It therefore becomes the responsibility of the classroom teacher to control his/her students that the health and safety of the students can be assured and that the classroom is a proper setting for the best possible learning situation.

C. The Board and the Administration also recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

D. Board rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior shall be distributed to teachers at the commencement of each school year. The School Administration shall provide all bargaining unit members with a copy of all other written procedures and policies of student discipline, including updates as they occur, relating to the operation of the building in which they teach. The Board shall solicit the advice of the teachers in this area through the Education Climate Committee.

E. The parties recognize the need for a consistent policy of discipline in the schools founded on an approach to discipline as a positive measure. This approach shall focus on discipline as a way to train the students and enable the students to

develop self control, and a way for the teacher to work to change inappropriate behavior through intervention strategies.

F. Discipline is to be administered with Board policy and with relevant Ohio law.

G. The permanent removal of a student from a classroom is an extreme measure, and is only to be undertaken in accordance with Board policy on Expulsion, Suspension, and Emergency Removal.

    1. Except in cases of emergency removal, when the teacher requests that the student be removed through the suspension or expulsion procedures, before a student is removed from a classroom, at least two (2) prior intervention strategies should have been attempted, and the reasons for removal, including an outline of the problem, and description of the intervention strategies, should be prepared by the teacher initiation or requesting the removal.

H. It is the obligation of the Principal of each school to meet with the teachers at his/her facility, to review and discuss this Article and the Board policies on discipline, and to make every effort to ensure that discipline is appropriately and consistently maintained in his/her facility. In addition, if a student is sent to the principal's office for possible violation of the Student Code of Conduct, the Principal will communicate the outcome to the teacher. If a student is sent to the principal's office for making a threat of physical harm to another, the student will not be returned to the classroom until the outcome has been discussed with the teacher.

I. Any case of assault by a student or any other person upon a bargaining unit member during the performance of a bargaining unit member's duties shall be promptly reported to the building Principal and the report forwarded to the Superintendent.

J. Within ten (10) working days from the start of the school year, bargaining unit members shall be notified, as permitted by law, or students with existing medical conditions that might result in an emergency situation. Medical conditions can be physical or psychological in nature. This will be done to ensure the safety of all students and bargaining unit members in the event of a medical emergency. This paragraph is not grievable.

K. Pursuant to Ohio law and Board policy, a teacher may use and apply, within the scope of their employment, such amount of force and restraint as is reasonable and necessary to quell a disturbance threatening physical injury to others, to obtain possession of weapons or other dangerous objects, for the purpose of self-defense, or for the protection of persons or property.

L. If a teacher refers a student to the administration/office for a reasonable

infraction of the student handbook the administration will follow the Board-approved student handbook if issuing discipline to a student, as permitted by law.

ARTICLE 18: EDUCATIONAL CLIMATE COMMITTEE

A. The parties to this Agreement recognize that, in the schools of contemporary America, cooperation away from the bargaining table is necessary to be successful in improving the education climate of our schools, and to further the parties' joint goals of productivity and satisfaction in education. Therefore, the Board, the Administration and the Association agree to establish a joint advisory committee, the Educational Climate Committee.

B. There shall be established in each building, a school Educational Climate Committee.

1. The committee shall meet every month either by a regularly set schedule or by the call of a majority of the members. The first meeting of the Educational Climate Committee shall be no later than the fourth week of September. The building administrator shall call the meetings.

2. The function of the committee shall be to discuss building level concerns and problems and to resolve them as quickly and cooperatively as possible. Any unresolved issues may be taken to the District Educational Climate Committee.

3. The assigned building administrator shall be in attendance at all the Educational Climate Committee meetings or designate an appropriate administrator to cover the meeting should he/she be unable to attend.

4. There shall be no discussion of grievances, bargaining issues, unfair labor practice charges, or any other related topic of similar nature. All issues submitted for consideration at the building level must be signed by the individual parties.

5. The building administrator shall act as chairperson and appoint faculty membership.

6. The elementary school, middle school, and high school shall structure their committees to guarantee equal representation for each grade level, special areas, and/or departments, as necessary. There shall also be an Association representative in addition to the building administrator.

7. In any event the Educational Climate Committee at each school shall not exceed seven members.

C. The District Educational Climate Committee shall be composed of one teacher from each school building, all appointed by the Association, along with the Association president, and principals of each building, and will be chaired by the Superintendent. Association members shall be selected by September 1.

1. The issues presented before the District Educational Climate Committee shall reflect the opinions of the majority of the teachers in particular, not the concerns of individuals, so as to reflect the true feelings of the faculty of a building. All issues shall be discussed at the building level with the principal before being presented to the district committee.

2. The District Committee will meet quarterly in the months of October, January, March, and May. The Superintendent shall establish the time and location of the September meeting. Subsequent meeting times and locations shall be established at this first meeting.

3. The various building representatives shall present an overview of the building Educational Climate Committee meetings and highlight any areas that are either currently being addressed or have not been resolved.

4. In the event an issue comes to an impasse, the final decision will rest with the Superintendent and Board of Education. It is understood that every effort will be made to settle all issues at the building level.

ARTICLE 19: EMERGENCY CLOSING OF THE SCHOOLS

A. Should it be determined by the Superintendent that school cannot be opened for students, bargaining unit members shall not be required to report for work.

B. The Administration shall make every effort to notify the bargaining unit members of school closing by 6:15 a.m. This notification shall be made through automated calls or text messages.

C. All bargaining unit members shall receive their normal compensation for days that the school district is closed due to such emergencies. In the event that school is closed, bargaining unit members' regular pay will not be affected. The Administration and the Association will mutually agree to a make-up day schedule in compliance with State law.

D. If the district is closed due to inclement weather, the first five (5) days shall not be made up, the next three (3) days will be virtual days with online assignments, as permitted by law. If more than eight (8) days are missed, whether they are made up shall be at the discretion of the Board and the Association.

ARTICLE 20: TEACHING ENVIRONMENT AND FEES

A. Bargaining unit members shall not be required or expected to provide personal property or to purchase instrumental supplies or equipment for school use.

B. The Board agrees that there shall be no unnecessary interruptions of an instructor. Building principals or administrators will attempt to limit classroom

interruptions made by announcements.

C. The Board and the Administration desire to do everything in their power to provide the most conducive atmosphere for teaching and learning. In keeping with this goal, the Board will make every attempt, within the financial limitation of the school district, to allocate sufficient funds, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities in an adequate and professional manner.

D. A bargaining unit member shall have the right to use available equipment and supplies to aid in the preparation of instructional materials in accordance with Administrative policies.

E. All bargaining unit members shall share equally in assigned duties in each building where they are assigned to teach. Lunch, or lunchroom duty, hall duty, bus duty, playground duty, and detention duty shall be assigned to all teachers on an equal basis.

F. Each teacher in the bargaining unit may submit a requisition form to the Treasurer's Office for up to $200.00 in classroom materials and supplies each school year.

ARTICLE 21: PREPARATION AND CONFERENCE TIME

A. The terms "preparation and conference time" shall mean work time during the school day, exclusive of the professional staff member's daily duty-free lunch period. This time shall be used by the professional staff member for teacher and classroom duties.

B. The elementary professional staff member (K-4) shall be provided with two hundred twenty-five (225) minutes per week for preparation and conference time as defined in "A" above, which will include three (3) periods of at least thirty (30) minutes duration.

C. The middle school and secondary professional staff members (5-12) shall be provided with a daily preparation period as defined in "A" above. Such preparation shall be the same length as a regular class period, but not less than forty-five (45) minutes in length in a normal school week.

D. A normal school week is defined as five (5) days (Monday through Friday).

ARTICLE 22: PARENT TEACHER CONFERENCE TIME

A. A minimum of two (2) days per school year shall be scheduled for the purpose of

parent teacher conferences.

B. The set structure and use of such days in each building shall be set by the Administration.

C. Such days are to be credited as school days in the school calendar as approved by the Chesapeake Union Exempted Village Board of Education.

D. If school is closed due to inclement weather and road conditions are hazardous at 1:00 p.m. on the day of parent-teacher conferences, then parent-teacher conferences will be cancelled, and the district will allow conferences to be held or made up at a later time. The District will place an all-call to let teachers know.

ARTICLE 23: LEAVES

A. Sick Leave

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time actually worked at the same rate as that granted full-time bargaining unit members. Unused sick leave shall be accumulated to a maximum of three hundred and sixty (360) days in the school year.

2. A new employee with accumulated sick leave from another Ohio public agency shall have, to his/her credit, upon written application and proof of such to the Treasurer, up to 200 days of sick leave at seven and one fourth hours per day from a previous public employer.

3. A bargaining unit member who has not yet accumulated or has exhausted his/her accumulation of necessary sick leave and all paid personal leave, shall be advanced up to a maximum of five (5) days sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave day(s), such day(s) will be deducted from the bargaining unit member's last pay.

4. Sick leave days may be used to cover absences for personal illness, pregnancy, adoption of a newborn son or daughter, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the bargaining unit member's immediate family, or medical appointments for the bargaining unit member or his/her immediate family member or any member who lives in your home.

5. For purposes of sick leave, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-child, step-father, step-mother, father-in-law, mother-in-law, son/daughter-in-law, grandparents, grandchildren, step-grandchildren, or any other member of the employee's household who has clearly filled one of these positions in the family, or other family members with the Principal or the Superintendent's approval.

6. On the day of his/her absence, a bargaining unit member shall notify the Principal by 6:00a.m., except in a case of emergency, if he/she must use sick leave in accordance with this leave procedure.

7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much notice as possible. In the case of unforeseen illness or disability, it is recognized that advanced notice may not always be possible.

8. Any bargaining unit member using sick leave must furnish his/her Principal with the signed sick leave form prescribed by the Board of Education within three (3) days after the bargaining unit member returns to work to record the use of such leave.

9. When fraudulent use of sick leave is suspected, the Employer maintains the right to investigate any employee's absence or pattern of absences, to require a physician's written certification of the nature of any illness or injury, and/or to require a fitness-for-duty examination by a physician appointed by the Board at the Board's expense. A fraudulent request for sick leave or the falsification of a physician's certificate or other sick leave statement by a teacher/employee is grounds for suspension or termination.

10. A bargaining unit member may have sick leave deducted in one- (1) hour increments, for medical purposes. The teacher shall be responsible for obtaining another teacher to watch his/her class, said teachers shall not be compensated. The employee must first report to work and be actively at work. Such leave shall not be deducted from any other leave, or used in combination with any other leave. If the bargaining unit member has an appointment at or before 8 a.m. they will not be required to report to work before the appointment. Prior approval by the building principal is required.

11. Other than as set forth in Article 23 (A) (10), sick leave shall be deducted in the following increments:

Time Absent	**Leave Deducted**
0-3 ½ Hours	**½ Day**
3 ½ or more hours	**1 Day**

12. This Article shall supersede and take the place of the Ohio Revised Code provisions governing sick leave, including ORC 3319.141.

B. Transfer of Sick Leave

1. Employees who have exhausted all available paid leave, including personal leave, shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical condition on an as needed basis.

2. For purposes of this article, employees who desire to participate in this leave transfer shall notify the Association President upon indicated need.

3. The Association President shall be responsible for presenting to the Superintendent properly signed forms transferring sick leave as sick leave transfer is granted

4. After notification by said employee of his/her decision to participate, the employee's accrued sick leave balance shall have up to five (5) days, deducted per each sick leave transfer request that is made. An employee may not donate more than ten (10) days per school year.

5. The Superintendent and the Association President shall grant or deny the requested transfer at their discretion. Their decision is final and not subject to the grievance procedure.

6. The recipient's daily rate of pay shall be used to calculate payment under this transfer article.

7. Also, employees shall not receive in excess of thirty (30) days in the applicable school year.

8. The Association Secretary will be responsible for reporting days to the Treasurer.

9. The donor must have the days of accumulated sick days indicated below in order to be eligible to donate sick days:

50-74 days may contribute 1-3 days

75 or more may contribute up to 5 days

C. Bereavement Leave

1. For purposes of Bereavement Leave, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-child, step-father, step-mother, father-in-law, mother-in-law, son/daughter-in-law, grandparents, grandchildren, niece, nephew, step-grandchildren, any other member of the employee's household who has clearly filled one of these positions in the family,or other family

members with the Principal or Superintendent's approval.

2. One (1) day of Bereavement Leave shall be granted to bargaining unit members for the death of individuals not defined as a member of the employee's immediate family. Such leave shall be deducted from the bargaining unit member's sick leave accumulation.

3. In the event a teacher has used all their sick and personal leave prior to the need of a Bereavement Leave day, the teacher shall meet with the Superintendent to discuss the need for Bereavement Leave. The Superintendent may grant the advancement of sick leave in special circumstances.

D. Personal Leave

1. At the beginning of each school year, each certified employee is eligible for four (4) **unrestricted** personal leave days. The 4th personal day cannot be used consecutively with another personal day except with superintendent approval. Any accrued, unused personal leave days may be cashed out at $250.00 per day. No more than 3 unit members in a building may be approved for personal leave on a given day, except with superintendent approval.

2. Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible, no less than 24 hours, except in case of emergency.

3. Personal leave shall be deducted in the following increments:

Time Absent Leave Deducted

0-3 ½ hours = ½ Day

3 ½ or more hours = 1 day

4. Classroom teachers who are granted such leave will normally be replaced by a substitute according to the Board policy.

5. All full-time personnel shall be able to convert unused personal leave to sick leave at the end of the year, or they may sell back to Chesapeake Board of Education all unused personal leave days.

E. Sabbatical Leave

1. The Board agrees to provide Sabbatical Leave to bargaining unit members in accordance with the provisions of Section 3319.131 of the Ohio Revised Code.

2. Upon return from such leave, bargaining unit members shall make a

presentation based upon the leave at a staff meeting.

F. Professional Leave

All members of the staff of the Chesapeake Union Exempted Village Schools are encouraged to attend professional meetings in order to keep abreast of trends in education, and to improve instructional methods.

1. Each request by a bargaining unit member to attend a professional meeting shall be made by written application on a form provided by the Board, to the member's Principal, who will in turn forward the request to the Superintendent.

2. This request shall state the reason or purpose of the meeting, the date(s), and shall be submitted to the Principal at least three (3) weeks before the date of the meeting in order that a suitable replacement or substitute can be obtained. Written approval or disapproval will be returned to the applicant from the central office.

3. The Superintendent shall have the right to limit the number of applications granted for professional leave on any given school day or in any school year, in order to ensure that the normal operation of the schools will not be materially affected by such absences.

   Attendance at any given meeting will be further limited to two (2) persons from any department of a building, except as approved by the Superintendent.

4. Expenses

   a. When a bargaining unit member takes professional leave at the request of the Board or initiation of the bargaining unit member, the board shall pay for registration fees, mileage at rate established by the federal government, meals, and motel or hotel expenses at the conference location rate and necessary materials related to a workshop ($150.00 each night, 2 night maximum, $300.00 maximum registration, and $40.00 per day maximum on meals).

G. Association Leave

1. The Association shall be granted a total of five (5) days annual leave with pay, unless state statute prohibits and cannot be superseded in bargaining, otherwise without pay, for the President or his/her designee(s) to attend Association business meetings. This leave is non-accumulative.

H. Jury/Subpoena Duty Leave

1. A bargaining unit member who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a

criminal or civil proceeding dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of absence for this purpose. Such leave shall not be deducted from any other type of leave. Bargaining unit members shall not receive leave for any matter that involves a bargaining unit member of their immediate family.

I. Unpaid Leave of Absence

1. General Long-Term Unpaid Leave of Absence

The Board shall grant a bargaining unit member up to **two (2) years** of absence without pay for personal family health reasons, for continuing education, or for other reasons approved by the Board. Upon receipt of a written request by that bargaining unit member, it will be brought to the Board for approval or denial. The Board shall grant such leave in the case of illness or disability of the bargaining unit member. It is understood that unpaid leave is intended for extended absences when paid leave has been exhausted.

Intermittent short-term absences when paid leave has been exhausted are "dock days" and must be approved by the Principal and Superintendent. No teacher shall be permitted more than five (5) dock days in a contract year and no more than two (2) consecutive dock days in rare instances (e.g., for a one-time event such as a graduation or funeral requiring multiple days of travel). Teachers who exceeded allotted dock days will be subject to discipline.

Leave requested under this provision will not be unreasonably denied.

2. Parental Leave of Absence

A member who is expecting or adopting a child shall be granted an unpaid leave of absence not to exceed one (1) year for bonding with the child following birth or adoption, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work. For members eligible for FMLA leave, this leave will run concurrently with the FMLA leave until FMLA leave is exhausted.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided, they pay their portion of the premiums or other such fees on the monthly date designated by the

Treasurer.

a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave.

b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such a request may be considered at the discretion of the Superintendent.

4. Upon returning to service as a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status, which he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 25. Seniority shall not be accrued while on unpaid leave.

J. Military Leave

1. All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Militia, or members of other reserve components of the armed services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty. The employee will be compensated for the difference between such employee's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the School Treasurer and military pay stubs provided to the School Treasurer upon return from active status. The district will comply with USERRA and any issue not covered by this Section shall be governed by Ohio Revised Code Section 5923.052.

K. Assault Leave

Any case of assault by a student or any other person upon a bargaining unit member during the performance of the bargaining unit member's duties shall be promptly reported to the administration and the Superintendent shall determine whether the assault should be reported to local law enforcement authorities.

The Board shall provide fifteen (15) days of assault leave wherein a teacher who

is absent due to physical disability resulting from an assault by a student or parent, which occurs in the course of an employee's Board employment will maintain the teacher on full-pay status during the period of such absence under the following provisions:

1. The teacher who has been assaulted must garnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave

2. Falsification of a written, signed statement shall be grounds for disciplinary action not resulting in suspension or termination.

3. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 or any other leaves.

L. Medical Leave Due to Pregnancy

1. It is recognized that pregnant employees may need a consecutive period of time for leave for medical reasons during pregnancy and/or after birth of the child that prevents the employee from working.

2. When a pregnant employee desires such medical leave and has exhausted paid sick leave, she must make a written application to the Superintendent for a leave of absence without pay or benefits to be paid by the Board. This will not affect such employees' rights under COBRA to continue benefits at her own expense. Such an application must be accompanied by a doctor's written statement, stating the medical need for leave and anticipated duration. This leave will run concurrently with FMLA leave, as applicable.

M. Permissive Leave

1. Principals shall permit a teacher to leave his/her school for medical emergencies, to watch his/her children in school-related activities or attend parent-teacher conferences. The teacher is responsible for obtaining another teacher to watch his/her class. A teacher may use such permissive leave up to four (4) occasions per year for not more than one (1) hour per occasion. A total of no more than four (4) hours may be distributed in hourly increments to these occasions per school year. Permissive leave shall not be deducted from any other leave.

N. Family and Medical Leave Act Benefits

1. The Board shall comply with its obligation under the Family Medical Leave Act ("FMLA"). The Board observes a rolling twelve (12) month period or year for determining entitlement to FMLA leave.The twelve (12) month period starts when a bargaining unit member applies for FMLA and goes back 12 months for determining eligibility.

2. Bargaining unit members shall be required to use their accumulated paid leave concurrently with any FMLA leave to which they are entitled; provided that such leave is a qualifying leave for both paid leave and FMLA.

3. Medical certification shall be required to substantiate leave for the reasons stated in the FMLA, with the Board having the option of requiring second and third opinions and its own expense.

ARTICLE 24: TRANSFERS AND REASSIGNMENTS

A. Definitions

1. A "vacancy" shall be defined as a job opening in a bargaining unit position by reasons of retirement, resignation, death, nonrenewal of contract, termination of contract, promotion, or creation of a new position. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

2. A "transfer" shall be defined as a change in a job assignment from one (1) building to another building within the district.

3. A "reassignment" shall be defined as a change in a job assignment within a building, including changes in grade level and/or subject area.

B. Voluntary Transfers/Reassignments

1. When a vacancy occurs before the end of each school year, the Superintendent shall solicit declarations of interest on the part of unit members, by posting a notice of the job vacancy in each building (in the central office of each). After the end of school, notice shall be posted in the central office and sent to the Association President or his/her designee. During the summer, notifications of vacancies shall be posted on the school TV channel and school website, and emailed to staff on their school email. No job posting can be changed during the bid period. If no qualified internal applicant applies during the initial bid period, however, the posting may be revised and re-posted for internal bid.

All job postings shall include the following information:

a. **Position title**

b. **Subject area and grade level**

c. Licensing/Certification requirement

d. Title of immediate supervisor

e. Location of the vacancy (building)

f. Date of posting and last date to apply for position

2. Members who desire a reassignment/transfer, or express interest in a vacancy, may file a written declaration of interest with the Superintendent or posting Administrator during the five (5) day work period after the solicitation notice is sent out by the Superintendent/Administrator or after the posting.

3. Consideration of bargaining unit members to fill a vacancy shall not be limited to members who have filed a declaration of interest. Consideration of members to fill a vacancy shall take into account the following:

   a. The teacher possesses a valid certification at the time of application for the area(s) listed in the vacancy notice.

   b. Qualifications

   c. Experience in job area

   d. Coursework in job area

   e. Seniority when the above factors are considered equal

The Board of Education will employ the most qualified applicant for the vacant position based on the Superintendent's recommendation.

C. Involuntary Transfers/Reassignments

1. Qualified applicants for vacancies may be considered for vacant positions prior to the involuntary transfer/reassignment of any bargaining unit member.

2. A member being involuntarily transferred/reassigned will only be placed in a position for which the member is certified.

3. A member who is being involuntarily transferred/reassigned shall be notified in writing of such transfer/reassignment. Within fifteen (15) days of notice, such teacher shall be granted a conference, upon written request, with the Superintendent and building principal who shall give reasons for such reassignment/transfer.

4. The Superintendent shall have the authority to involuntarily transfer/reassign provided the teacher is given written notice, reasons,

and the opportunity for a conference as set forth in paragraph C-3 above

5. No involuntary transfer/reassignment shall be arbitrary, capricious, or disciplinary in nature.

ARTICLE 25: REDUCTION IN FORCE

A. The Board may make reasonable reductions in force for any of the following reasons:

1. A decreased enrollment of pupils in the District;
2. The return to duty of regular teachers after leaves of absence;
3. A suspension of schools or territorial changes affecting the district;
4. Where there have been territorial changes affecting the district;
5. Financial reasons or additional statutorily mandated reasons.

B. The Board will notify the Association in writing at least fourteen (14) days prior to any Reduction In Force (RIF). The notification shall include the reasons for the RIF; the position(s) to be reduced, eliminated, or not filled; the name(s) of the employees to be affected; the date of Employer action to implement the RIF and the effective date of the RIF.

C. Within ten (10) days of receipt of the notification, representatives of the Employer and the Union shall meet to review the proposed RIF.

D. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers of continuing contract status and then to teachers who have higher evaluation ratings. For purposes of this Article, a summative evaluation rating of "Skilled" and "Developing" is considered comparable. If teachers in the affected area of layoff have comparable evaluations, the teacher with the greater seniority will be given preference.Teachers whose continuing contracts are suspended shall have the right to restoration to service in the district if and when teaching positions become vacant or are created for which any of such teachers are to become qualified.Teachers on limited contracts, whose contracts have been suspended, will be eligible to be recalled for two (2) years, in reverse order of layoff for any position the teacher is qualified or has become qualified.

E. Teachers whose names appear on the reduction in force list shall be offered reemployment to positions for which they are certified in the reverse order of layoff.

F. No new teachers shall be hired by the board while there are teachers on the reduction in force list who are certified to teach any position which is open.

G. Seniority shall be defined as length of continuous service as a certified employee under regular full-time teaching contact in the Chesapeake Union Exempted Village School District. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absences and/or time spent in a non-bargaining unit position, but such time will not be counted in computing seniority.

H. A member who is notified that he/she is laid off will have the right to displace any less senior member whose evaluation rating is lower and whose work he/she is certificated to perform.

I. Notice of recall will be given by registered mail to the last address furnished to the district by a bargaining unit member. A copy of the notice of recall will be given to the President of the Association. If a member fails to respond in writing or email within ten (10) days after the receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

J. A member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

1. Waives his/her recall rights in writing;
2. Resigns;
3. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position;
4. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing.

ARTICLE 26: DUES DEDUCTIONS

A. Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deductions from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.

B. Authorizations to make deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.

C. The Treasurer of the Association shall notify the Treasurer of the Board in writing ten (10) calendar days prior to the first pay in October of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.

D. Deductions shall be made in twenty (20) equal installments beginning with the first (1st) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 1st shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.

E. All dues money shall be forwarded to the Chesapeake Local Teachers Association on a monthly basis as stipulated by the Association. The Board Treasurer will forward a listing of individuals from whom dues have been collected along with the amount deduced to the CLTA/OEA/NEA.

F. The Board shall be relieved from making such individual check-off deductions upon:

1. Termination of employment;
2. Transfer or promotion to a job outside the bargaining unit;
3. Reduction in force or layoff;
4. An authorized unpaid leave of absence; or
5. Revocation of the payroll deduction authorization by the member.

G. The Board shall not be obligated to make dues deductions from any bargaining unit member who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

H. It is specifically agreed that neither the bargaining unit members nor the Associations shall have claims against the Board for error in the processing of deductions unless a claim of error is made to the Treasurer in writing within sixty (60) days after the date such an error was made or the receipt by the Association of the dues list in paragraph E above. It will be corrected at the next pay period that Association dues would normally be deducted by deducting the proper amount.

I. Membership or non-membership in the Association shall not be a prerequisite for employment or continuation of employment of any bargaining unit member nor shall the payment of any dues, fees, or assessments, Bargaining unit members must submit to the Treasurer and the association written authorization sixty (60) days prior to the date the bargaining unit member wishes dues to no longer be deducted from his/her check.

J. If the United States Supreme Court's *Janus* decision is reversed in the future, the Fair Share Fee provisions contained in Article 26, Section J, of the 2021-2022 contract will be reinstated without bargaining.

ARTICLE 27: INSURANCES

A. The Chesapeake Union Exempted Village Board of Education will provide for full-time employees a major medical type hospitalization plan, a dental plan, a vision plan, and $25,000 life insurance plan possessing substantially similar benefit levels as the present plans in place at the execution of this Agreement. Effective with the signing of this agreement, the Board will pay up to 80% of the premium per month for a family plan and up to 80% of the premium per month for a single plan with the employee paying the remaining 20% of the premium amount. The board will pay for each bargaining unit member enrolled, 100% for dental, 100% for vision, and 100% of the life insurance cost on a $25,000 term life insurance policy.

B. The Board of Education after consulting with CLTA at least thirty (30) days reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available to such plan is substantially the same as currently available to employees. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductions so long as the Board uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.

C. The Board after consulting with CLTA at least thirty (30) days reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

D. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. This agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the district, or any member or dependent of a member of the bargaining unit.

ARTICLE 28: NO STRIKE-NO LOCKOUT

A. There shall be no strike by unit members except under the following conditions:

1. Unit members may strike only in compliance with the terms of ORC Section 4117.14(D)

2. Unit members may strike after contract talks have failed, (in situations other than initial contract negotiations), provided that the Association has given a 10-day notice of its intent to strike to the Board and to SERB.

B. There shall be no strike by unit members in violation of ORC Section 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

C. There shall be no "sympathy strikes" by unit members at any time or place, in support of strikes conducted by other units or unions within the Chesapeake Union Exempted Village School District facilities or within schools in the area of the Chesapeake Union Exempted Village School District.

D. Union members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment of any Board member, member of the Administration or representative of the employer.

E. The Association and OEA/NEA shall authorize, call, aid or conduct a strike in violation of the above provisions. If an authorized strike should occur, the Association and OEA/NEA shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike is unlawful and in violation of this Agreement and may be enjoined by a court of competent jurisdiction.

F. If any bargaining unit members strike in violation of this Agreement, they are subject to disciplinary action up to and including discharge.

G. The Board will not lockout bargaining unit members during the terms of this Agreement.

ARTICLE 29: PROFESSIONAL AND ACADEMIC FREEDOM

A. The Board and the Association recognize the importance of an educational atmosphere which is relatively free from censorship and restraints upon free inquiry, learning, free political rights of citizenship, and the rights of privacy, and which academic freedom for teacher and student is encouraged.

B. The Board and the Association recognize their joint obligation as educators, to the students and the community to provide a role model for moral and ethical behavior. The Board and the Association also acknowledge that the private life of a teacher is not within the appropriate concern or attention of the Board except as it may prevent the teacher from properly or efficiently performing his/her

assigned functions during the work day, or as it impacts upon his/her professional obligations as a teacher to his/her students.

C. Teachers will be entitled to free rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher unless said activities are violative of law or impact upon the teacher's professional obligations to his/her students.

ARTICLE 30: SUPPLEMENTAL CONTRACTS

A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written, individual, supplemental contracts that include:

   1. Duration of supplemental contract (season of year-long). No supplemental contract shall be for more than one (1) year.

   2. Title of supplemental position

   3. Amount of supplemental compensation

B. Posting and filing of supplemental positions shall be filed in accordance with the provisions of ORC Section 3313.53. The Board reserves the right not to fill vacant supplemental positions. Acceptance of a supplemental contract shall be voluntary.

C. Compensation for supplemental duties shall be as set forth in paragraph E of this Article and shall be paid by the treasurer upon completion of the season by the employee (or school year for a year-long extracurricular activity). If the employee is unable to complete the season/year due to personal illness or cancellation of the season/activity for reasons beyond the employee's control, then the compensation for the supplemental contract shall be prorated based on the percentage of the season (from start of pre-season practices or workouts through the end of the official season) or school year completed, as calculated by the treasurer.

D. Supplemental contracts shall automatically expire at the end of their term without notice of nonrenewal to the employee or other action by the Board of Education. Renewal of the supplemental contract shall require affirmative Board action.

E. Supplemental Salary Schedule:

Group A - Category 1	**Step 1** 0-2 years	**Step"2** Years 3+
HS Athletic Director (1)	$8,000	$9,500
Head HS Football Coach (1)	$8,000	$9,500
Head HS Girls Volleyball Coach (1)	$8,000	$9,500
Band Director (1)	$8,000	$9,500
Head HS Boys Basketball Coach (1)	$8,000	$9,500
Head HS Girls Basketball Coach (1)	$8,000	$9,500
HS Cheer Advisor (½ if split)	$8,000	$9,500

Group B - Category 2	**Step 1** 0-2 years	**Step"2** Years 3+
Assistant HS Football Coach (3)	$4,000	$4,750
Assistant HS Basketball Coach (2)	$4,000	$4,750
Head Cross Country (1)	$4,000	$4,750
Head Wrestling Coach (1)	$4,000	$4,750
Head HS Boys Track Coach (1)	$4,000	$4,750
Head HS Girls Track Coach (1)	$4,000	$4,750
Head HS Baseball Coach (1)	$4,000	$4,750
Head HS Softball Coach (1)	$4,000	$4,750
Head HS Golf (1)	$4,000	$4,750
HS Girls Soccer Coach (1)	$4,000	$4,750
HS Boys Soccer Coach (1)	$4,000	$4,750
MS Athletic Director (1)	$4,000	$4,750

Group C - Category 3	**Step 1** 0-2 years	**Step 2** Years 3+
Assistant HS Volleyball Coach (2-3)	$3,200	$3,800
Assistant HS Baseball Coach (1)	$3,200	$3,800
Assistant HS Wrestling Coach (1)	$3,200	$3,800
Assistant HS Track Coach (2)	$3,200	$3,800
Assistant HS Softball Coach (1)	$3,200	$3,800
Colorguard Coach (1)	$3,200	$3,800
Strength Coach (1)	$3,200	$3,800
Assistant HS Golf Coach (1)	$3,200	$3,800
Assistant HS Athletic Director (1)	$3,200	$3,800
Head MS Football Coach (1)	$3,200	$3,800
Assistant MS Football Coach (1)	$3,200	$3,800
Head MS Girls Basketball Coach (1)	$3,200	$3,800
Assistant MS Girls Basketball Coach (1)	$3,200	$3,800
Head MS Volleyball Coach (1)	$3,200	$3,800
Assistant MS Volleyball Coach (1)	$3,200	$3,800
MS Co-Ed Soccer (2)	$3,200	$3,800
MS Cheerleading Coach"(½ if split)	$3,200	$3,800
Head MS Boys Basketball Coach (1)	$3,200	$3,800
Assistant MS Boys Basketball Coach (1)	$3,200	$3,800
MS Boys Track Coach (2)	$3,200	$3,800
MS Girls Track Coach (2)	$3,200	$3,800
Head MS Golf Coach	$3,200	$3,800
Assistant MS Golf Coach (1)	$3,200	$3,800
Assistant Band Director (1)	$3,200	$3,800

Group C - Category 3	**Step 1** 0-2 years	**Step 2** Years 3+
TAG (2)	$3,200	$3,800

Group C-1 - Category 3	**Step 1** 0-2 years	**Step 2** Years 3+
HS Beta Club/NHS Advisor (1)	$2,000	$2,500
HS Newspaper (1)	$2,000	$2,500
HS Academic Advisor/SCORES (1)	$2,000	$2,500
HS Student Council/Government (1)	$2,000	$2,500
HS Quiz Bowl	$2,000	$2,500

Group D - Category 4	**Step 1** 0-2 years	**Step 2** Years 3+
MS Student Council/Government (1)	$850	$1,500
MS Quiz Bowl (1)	$850	$1,500
Mentor (as needed)	$850	$1,500
Science Fair Advisor (1 HS/1 MS)	$850	$1,500
Pep Band Director (1)	$850	$1,500
Play Advisor (1 per production)	$850	$1,500
Summer Recreation Director	$850	$1,500

Group E - Category 5	
HS Yearbook Advisor (1)	$1,850

Group E - Category 5	
MS Yearbook Advisor (1)	$1,250
MS Academic Advisor/NJHS (1)	$1,200
LPDC (5)	$1,200
Prom Advisor (1)	$1,200
MS Washington DC Trip Coordinator (1)	$1,200
Homecoming Coordinator (1)	$550
Special Olympics Coordinator (1)	$550
CCP Course (per semester)	$1,000

Group F	$30.00 per hour
Detention Hall (After school or outside regular hours)	
Tutoring	

F. The Board of Education shall grant credit for years of service for prior experience in any of the above supplemental positions if the experience is within the last ten years in the same sport and within the District. If the prior experience does not meet the foregoing criteria, the BOE has discretion whether to grant credit for years of service for prior experience.

ARTICLE 31: SALARY SCHEDULE

A. Salary Schedule

1. All employees should be paid according to the index salary schedule and related provisions of this Article.
2. The base rate of the salary shall be the Bachelor's Degree Column, Step 0.

B. Placement on the Schedule

1. An employee shall be placed on the salary schedule according to the employee's training and experience.
2. An employee with a bachelor's degree who has earned thirty (30) semester hours after earning the bachelor's degree shall be placed on the 5th Year column. The earning of 150 semester hours and a bachelor's degree shall be considered equal to the 5th Year column.
3. An employee with a Master's Degree shall be paid on the Master's Degree column.
4. An employee with a Master's Degree +30 will be placed in the Master's +30 Column.

C. Recognized Placement Criteria

1. Any degree referred to above shall mean an earned degree from an accredited institution.
2. Three (3) quarter hours shall equal two (2) semester hours.
3. Upon initial hire, an employee shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio effective July 1, 2025.. An employee shall be given credit for all active military service in the armed forces of the U.S. to the maximum step provided on the salary schedule.

4. One (1) year of teaching experience shall mean the employee has provided for one hundred twenty (120) days or more in any one school year.

D. Advancement on the Salary Schedule

1. Horizontal Movement

    a. An employee shall advance horizontally on the salary schedule by acquiring additional training.
    b. An employee shall advance horizontally on the salary schedule when:
        i. Sufficient coursework or a higher degree is earned.

        ii. Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program

    c. Payment on the new column will be retroactive to the first pay of the year, provided the Employer has been provided satisfactory evidence on or before October 1.
    d. Payment on the new column will commence the first pay of the following year if satisfactory evidence is received after October 1.

2. Vertical Advancement

    a. An employee shall advance one (1) step on the salary schedule for each year of experience in the district.

ARTICLE 32: TEACHER EVALUATION

This Article will comply with Ohio Revised Code Sections: 3319.11, 3319.111 and 3319.112.

OTES 2.0 shall be implemented in fall 2021, in accordance with this article, except that HQSD shall not be used until fall 2022 in accordance with House Bill 404. In addition, for the 2021- 2022 school year, the administration will not use value-added data, any other metric used to evaluate positive student outcomes, or any other student academic growth data to measure student learning attributable to a teacher as part of a performance evaluation under this article. Per House Bill 404, the administration may, however, consider as part of a teacher's evaluation how that teacher collects, analyzes, and uses student data, including student academic growth data or positive student outcomes data, to adapt instruction to meet individual student needs or to improve the teacher's practice.

A. Purpose

1. To assess a teacher's performance
2. To help the bargaining unit member achieve greater effectiveness in performance of the work assignment and encourage the development and retention of quality teachers.
3. Provide quality education for the students of the Chesapeake Union Exempted Village School District through the enhancement of the professional growth of teachers.
4. Advance the professional learning and practice of teachers individually and collectively in the school District.
5. Inform data driven instruction.
6. Assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

B. Personnel

    a. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

1. Teachers working under a license issued under Chapter 3319 of the Ohio

Revised Code who spend at least fifty (50) percent of their time providing student instruction.

2. Teachers working under a professional or permanent certificate issued under former section 3319.222 of the Ohio Revised Code who spend at least fifty (50) percent of their time providing student instruction.

3. Other bargaining unit members (e.g. librarians, counselors, school nurse) who do not meet any of the criteria in 1-4 above will continue to be evaluated under the current evaluation tool until a new form has been approved by ODE and ratified by the Association and the Board.

b. Evaluator

1. Evaluation of an employee shall be conducted by the immediate building administrator and must be a full-time employee of Chesapeake Union Exempted Village School District. If the immediate building administrator is unable to perform the evaluation, every effort will be made by the Chesapeake Union Exempted Village School District administration to use Chesapeake Union Exempted Village School District administrators that are not the immediate building administrator to complete the evaluation process. In case of emergency, the Superintendent will confer with the Association President to review a list of certified evaluators for his/her input prior to choosing one or two alternative evaluators to fulfill the obligations of the evaluator on extended leave.

2. Each teacher evaluation conducted under this policy shall be conducted by a person:

    i. Who is eligible to be an evaluator in accordance with the ORC 3319.111(D)(1) and (2) and

    ii. Who holds a credential established by the Ohio Department of Education for being an evaluator

    iii. Must complete state sponsored evaluation training and is required to pass an online credentialing assessment

    iv. The Evaluator shall not be a bargaining unit member.

3. The teacher may request assignment to a new evaluator if there are any personal relationships or has any past professional issues, has any documentation showing the evaluator has discriminated against the teacher, made false claims against the teacher, or the evaluator received an ineffective rating on his/her most recent evaluation. The Superintendent shall review and respond to the request.

C. Procedures

1. Teachers' contracts set to expire at the end of the school year and are being considered for non-renewal will be subject to a third observation to be conducted at least two (2) weeks following the second observation and prior to May 1.

2. Evaluation Timeline

    a. Not later than September 15 of each school year, each employee shall be notified of the name and position of the evaluating supervisor, the evaluation process shall be explained to the employee, and the employee's Professional Growth Plan shall be submitted. Each Professional Growth Plan shall contain no more than two goals per evaluation cycle.

    b. Each evaluation shall include: Two (2) cycles of formal observations of at least 30 minutes each, one holistic and one focused.

        i. The first observation shall be after September 15th and before December 15th.

        ii. The Second observation shall be completed during the second semester.

        iii. No observation shall be performed two days before or two days after any holiday (i.e.Thanksgiving, Christmas, Spring Break) break that consists of more than three (3) days in length.

        iv. Pre-observation conference meeting shall be completed no earlier than two (2) days before the scheduled observation.

        v. The post observation conference shall be completed no later than ten (10) school days after the observation. During the post observation conference, any areas of 17044386v1 noted deficiencies shall be discussed with the teacher and will be put in writing.

3. Periodic walkthrough of not more than twenty (20) minutes by the evaluator.

    a. A classroom walkthrough is a formative assessment tool designed to inform, gather evidence of instruction, and provide targeted, immediate, evidence-based feedback to teachers that focuses on one or more of the components set forth on the Informal Observation Form (Appendix X).

    b. After each walkthrough, the evaluator will present feedback to the teacher by providing a copy of the form used during the

walkthrough and include any noted deficiencies.

4. The use of eavesdropping on public address or audio systems and similar surveillance devices shall be strictly prohibited. All observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

5. The District will evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted once every three years. The District will evaluate a teacher receiving an effectiveness rating of Skilled on the teacher's most recent evaluation conducted pursuant to this provision once every two years. However, if a teacher is in the final year of their teaching contract, regardless of their summative rating, the teacher will receive an evaluation.

    a. If a teacher is in a deferral year, they will be observed once by a credentialed evaluator as listed in (B)(b) above but will not receive any formal evaluation.

    b. No evaluation information will be reported to the Ohio Department of Education for any teacher in a "skip" year of evaluation.

    c. To remain in the deferral period, a teacher rated Accomplished must submit a self-directed professional growth plan to the evaluator that focuses on the most recent observations and evaluation and the evaluator must determine that the unit member is making progress on that plan. To remain in the deferral period, a teacher rated Skilled must work jointly with the evaluator to develop a professional growth plan for the unit member that focuses on the most recent observations and evaluation and the evaluator must determine that the unit member is making progress on that plan. No other performance related criterion shall remove a teacher from the deferral period

    d. The teacher's final summative rating of Skilled or Accomplished shall carry forward and apply to each year of the deferral period for purposes of determining comparability in Article 25.

    e. New teachers employed by Chesapeake Union Exempted Village School District from another school district must be evaluated by Chesapeake Administration before any skip year will be available.

6. No undocumented information that has not been discussed with the teacher may become part of an employee's performance evaluation report. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the

employee.

7. An employee shall be entitled to Association representation at any conference held during this procedure in which the employee will be advised of an impending non-renewal.

8. Evaluations must be completed by May 1 and a copy of the evaluation shall be provided to the teacher by May 10.

9. Teachers who are on leave for fifty percent (50%) or more of the school year will not be evaluated.

10. Teachers who have given notice of retirement and that notice has been accepted by the board by December 1 of the applicable school year will not be evaluated.

11. The Board may elect not to conduct an evaluation of a teacher who is participating in the teacher residency program established under section 3319.223 of the Revised Code for the year during which that teacher takes, for the first time, at least half of the performance-based assessment prescribed by the state board of education for resident educators.

12. The District annually shall report to the Department of Education the number of teachers for whom an evaluation was conducted under this section and the number of teachers assigned each rating, aggregated by the teacher preparation programs from which and the years in which the teachers graduated.

13. High Quality Student Data (HQSD)

    a. HQSD is defined as information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

    b. Each evaluation shall contain at least two (2) measures of HQSD. When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may be used as evidence in any component of the evaluation where applicable. All measures of HQSD must adhere to the relevant criteria established by ODE and be approved by the Evaluation Development Committee.

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

14. Improvement Plans

a. Teachers with a final holistic rating of Ineffective will be placed on an improvement plan developed by their assigned credentialed evaluator for the evaluations cycle. The improvement plan must be based on the results of the evaluation and aligned to any school district or building improvement plan required for the district or building under federal law.

1. The improvement plan shall contain the following as identified by the evaluator:

    i. Identify in writing the specific areas for improvement to be addressed in relationship to the Ohio Standards for the Teaching Profession.

    ii. Specify in writing the desired level of performance that is expected to improve and a reasonable period of time to correct the deficiencies.

    iii. Develop and implement a written plan for improvement with listed resources and available assistance.

    iv. Additional education needed to improve in the identified areas.

2. If improvement is documented at an acceptable level of performance, the teacher will resume the regular evaluation cycle.

3. The Board will provide the opportunity for relevant training without additional pay for the teachers that are targeted to deficiencies identified in the teacher's evaluation.

4. The member teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the member's file which shall be done within thirty (30) days of the report.

15. Evaluation Development Committee (EDC)

a. The purpose of the committee will be to regularly review the effectiveness of the policy, for the evaluation of teachers in the District

b. The Committee will be comprised of an equal number of members representing a variety of programs from the Association and the Administration, composed of four (4) members – 2 Administrators picked by the Superintendent, 2 Teachers from each building picked by the Association, who will be called as needed depending on grade level or subject area being discussed.

c. The EDC will review the evaluation tool for changes that are required by law.

   i. Changes cannot occur until the end of the school year or as mandated by law.

   ii. All recommended and required changes must be approved by the Board and the Association.

d. The Association committee members will be compensated at the rate of Group H in Article 30.

e. The EDC will familiarize the teaching staff with the new evaluation tool and how it will be used to evaluate them for the upcoming year. Teachers employed after this time will, not later than thirty (30) days after initial employment with the District, be provided with the information concerning the evaluation tool and its use by their immediate supervisor.

16. ODE's forms shall be used for walkthroughs, observations, professional growth plans, improvement plans, and evaluation. See Appendices.

ARTICLE 33: NONRENEWAL OF LIMITED CONTRACTS

A. Non-renewal of limited contracts shall be governed by the applicable provisions of Ohio Revised Code Section 3319.11. A teacher under consideration for nonrenewal may appear before the Board prior to the Board's vote.

B. Any challenge of a non-renewal prior to the third consecutive limited contract shall be for procedural violations and not for "just cause." The employment contracts of teachers who have completed at least two (2) consecutive limited contracts with the District shall only be non-renewed for "just cause."

C. The remedy for Failure of the evaluator or the Board to comply with any procedural element(s) shall be as set forth in Ohio Revised Code Section 3319.11 (i.e., *one-year limited contract*). Failure to maintain proper licensure does not qualify as a procedure error/flaw and therefore is not grievable under the contract.

CONTRACT SEQUENCE

The Board of Education may employ a new teacher or teacher new to the district by offering a limited contract(s) not to exceed a total of six (6) years for a total of three (3) limited contracts.

Third Contract of Employment: Three Year Limited Contract

After the teacher has completed their three (3) limited contract(s) of any duration the

Board may re-employ the teacher on no less than a three (3) or five (5) year limited contract. No teacher who has completed his or her third (3rd) contract shall be offered less than a three (3) year limited contract unless it is the intention of the Superintendent or Board to non-renew the teacher.

ARTICLE 34: DRUG-FREE WORKPLACE

A. All bargaining unit members shall receive a copy of the Drug-Free Workplace Policy. As set forth in that Policy, no employee engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess, or use or be under the influence of any alcohol, narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana (including medical marijuana) or any other controlled substance as defined in federal and state law.

B. "Workplace" shall be defined to mean the site for the performance of any work done in connection with the District. The workplace includes any District building, property, vehicles, or Board-approved vehicle used to transport students to and from school or school activities (at other sites off District property) or any school-sponsored or District activity, event, or function, such as a field trip or athletic event in which students are under the jurisdiction of District authorities.

C. As a condition of employment, each employee shall notify his/her supervisor of his conviction of any criminal drug statute for a violation occurring in the workplace, not later than five (5) days after such conviction.

D. An employee who violates the terms of this Article and/or the Board's Substance Abuse and/or Drug Free Workplace policies may be subject to appropriate corrective or disciplinary action as determined by the Board, up to and including termination and/or rehabilitation. Beginning with the 2023-2024 school year, there will be a zero tolerance for employees who violate this Article and/or the Board's Substance Abuse and/or Drug Free Workplace policies and a first offense may result in termination.

E. Discipline for violations shall be in accordance with the collective Bargaining Agreement.

F. Employees who suspect they may have alcohol or other drug abuse problems are encouraged to seek counseling and information on a confidential basis by contacting resources available for such services. An employee who voluntarily seeks help for an alcohol or other drug abuse problem before he/she is accused of violating this Article and/or the Board's Substance Abuse and/or Drug Free Workplace policies will be granted leave as needed to obtain necessary counseling and/or rehabilitation and/or other treatment and will not be terminated or otherwise disciplined for taking such leave.

ARTICLE 35: NON-DISCRIMINATION

A. The Employer shall not discriminate against any employee on account of race, color, national origin, citizenship status, sex, age, religion, sexual orientation, disability, military status, union membership or union activity.

B. The Union and the Employer agree to abide by the Americans with Disabilities Act of 1990 in implementing the collective bargaining agreement.

C. Complaints of discrimination that fall under Board policy and federal law must be processed in accordance with Board-adopted complaint procedures rather than the contractual grievance procedure.

ARTICLE 36: TEACHER DISCIPLINE

A. General Provisions

1. No bargaining unit member shall be disciplined, reduced in rank of compensation or demoted, without just cause.

2. REPRESENTATION: Bargaining unit members shall have the right to representation when disciplinary action may be contemplated against the member, and at any pre-disciplinary conference.

B. Progressive Discipline

1. PROCEDURE: Formal disciplinary action taken shall be commensurate with the employee's offense. The following system of progressive discipline shall generally apply; however, serious offenses may warrant skipping of steps in the progression.

   a. First Step: Verbal warning and conference with the immediate administrator. The verbal warning may be noted in the immediate administrator's file but will not be forwarded to the teacher's official personnel file at the Board administrative office.

   b. Second Step: Written reprimand and conference with the immediate administrator.

   c. Third Step: Suspension by the Superintendent with or without pay, with prior written notice of such and a pre-disciplinary conference with the Superintendent.

   d. Fourth Step: Termination by the Board in compliance with the provisions of ORC 3319.16.

2. DUE PROCESS GUARANTEE: No member of the bargaining unit shall be suspended, terminated, reduced in compensation, or demoted without the

completion of the due process procedure contained in Section C of this article.

3. NOTICE REQUIREMENTS FOR SUSPENSION WITHOUT PAY: Should suspension without pay be contemplated, the teacher shall be provided written notice of the reason(s) for the intended action, together with the date(s) of the suspension. No member of the bargaining unit shall be suspended without pay until such member has been given reasons as to why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

C. Due Process Procedure

1. Any notice of a pre-disciplinary conference shall be given to an employee prior to any suspension without pay or dismissal. The affected bargaining unit member may have an Association representative at such a conference.

2. The notice shall give the time, date, and place of the scheduled conference.

3. At the conference, the bargaining unit member shall be provided the opportunity to present his/her side of the case and respond to all of the allegations should he/she desire to do so.

4. If the Employer determines that the employee's continued presence prior to the conferences poses a danger to persons or property or a threat of disrupting operations, the Employer may place the employee on paid administrative leave pending the conference to determine final disciplinary action.

D. Privacy of Proceedings: Except as provided in this Article, no teacher shall be formally or informally reprimanded or otherwise disciplined in the presence of other employees or students in public. Participants to any disciplinary meeting shall endeavor to keep the meeting discussion confidential.

E. Termination: The grounds and procedures for the termination of a teacher's contract shall be in compliance with the provisions of ORC 3319.16.

ARTICLE 37: TEMPORARY DUTY REIMBURSEMENT

A. If it becomes necessary to use a bargaining unit member's planning period to cover a class, the principal shall make the assignment. Students shall not be assigned in a regularly scheduled class unless in the case of an emergency. An emergency is defined as an unforeseen or unplanned event or situation where there is no prior knowledge. The bargaining unit member shall be reimbursed at the rate of twenty-five dollars ($25.00) per hour or fraction thereof of thirty (30)

minutes or more, unless assigned under Article 23-L during his/her planning period.

B. Such reimbursement shall be remitted to the teacher within the next applicable pay period.

ARTICLE 38: TUITION REIMBURSEMENT

A. Pre-approved courses of an educational nature will be reimbursed at fifty percent (50%) of the cost of the courses for those bargaining unit members who have at least five years with Chesapeake schools and at least a grade of B. The Board of Education will place fifteen thousand dollars ($15,000.00) in the first year of the contract. Any unused funds from the previous school year will remain in the fund for use or availability in the succeeding school year and funds will be replenished to bring the balance up to $15,000.00 at the start of the second and third years of the contract. If the funds were to become depleted during the course of the contract, the Administration and Association agree to discuss reallocating additional funds, provided funds are available.

B. Bargaining Unit members will apply for the Tuition Reimbursement and applications will be dated when accepted; funds will be reimbursed on a first come-first approved basis. The Superintendent will maintain a list of individuals who have applied and their position on the approved list for funding. A bargaining unit member must apply for the reimbursement with a paid receipt and grade of "B" or passing (for those courses which only give pass or fail) within thirty (30) days after completion of the course. Any individual bargaining unit member who fails the course, withdraws, or does not complete the course within the timelines will lose their position for reimbursement.

C. Individual bargaining unit members who have less than six (6) years may be reimbursed for tuition under this article if they sign a contract stating they agree to reimburse the Board if they leave prior to completing six (6) years; however, if they leave Chesapeake Union Exempted Village Schools employment, they will have to reimburse the Tuition Reimbursement Fund for any funds they have received prior to completing this six (6) year period. The Association agrees the Board of Education may recover this reimbursement from whatever funds the Board owes the teacher prior to leaving employment with the Board. Any funds recovered under this paragraph will go back into the Tuition Reimbursement fund for use by other bargaining unit members.

D. Applications under this Article will be accepted upon approval of the Agreement by both parties, the Association, and the Board of Education.

ARTICLE 39: EMPLOYMENT OF RETIREES

A. A retiree is defined as a certificated staff member who has retired through the State Teachers Retirement System and is receiving a monthly stipend from said retirement system.

B. A newly employed retiree shall be placed in his/her actual educational column at Step 5 of the current contract.

C. Retirement from the Chesapeake Union Exempted Village School District shall be considered a break in employment.

D. Individuals who are employed as defined in (1) shall not be eligible for hospital, surgical, prescription, major medical, vision, life and dental benefits provided under Article 27 of the Contract. The retiree will be required to obtain insurance through the STRS. If the STRS mandates that the Chesapeake Board of Education provide insurance, the insurance will be provided by the District as it would for any employee under a single plan.

E. Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. If employed in consecutive years, they will move to the next step on the salary scale.

F. Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

G. Such retired members are not eligible to receive an additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.

H. Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article 38. The coursework shall only be such work that is necessary to maintain their certificate or license.

I. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 25 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

J. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the rights and benefits of the Chesapeake Local Teachers Association/OEA/NEA.

K. This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws.

ARTICLE 40: TERMINATION/DURATION

A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Association, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

B. This Agreement shall become effective as of August 1, 2025, except as otherwise indicated herein, and shall remain in effect up to and including July 31, 2027, and shall automatically renew itself from year to year thereafter,unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to July 21, 2027, or prior to the date of expiration of any annual renewal hereof.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

AGREED TO THIS 19th DAY OF "May", 2025.

FOR THE CHESAPEAKE UNION EXEPMTED VILLAGE BOARD OF EDUCATION:

Doug Hale, Superintendent

Shelby Davidson, Treasurer

Kyle Webb, Board President

FOR THE CHESAPEAKE LOCAL TEACHERS ASSOCIATION/OEA/NEA:

Debi Maynard, LRC, OEA/NEA

Beth Wireman, CLTA President
CLTA Negotiating Team Member

Heather Schwamberger, CLTA VP
CLTA Negotiating Team Member

APPENDIX 1

Chesapeake Exempted Village Schools

Interim Limited Contract for Regular Teaching Duties

It is hereby agreed by and between, _____hereinafter called the teacher and by the Chesapeake Exempted Village Board of Education, Lawrence County, Ohio, hereinafter called the Board as follows:

The Board agrees to appoint and employ the teacher on an interim basis for the purposes of filling a temporary vacancy for the period beginning _____ and ending _____, or until such earlier time as the teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended.

The teacher accepts the provisions of the law pertaining to the State Retirement System as part of this contract and as a condition of the employment provided for herein. The said employment is subject to all provisions of law with the exception of the following:

1. This contract is issued with no expectation of continued employment beyond its term;
2. This contract automatically expires without further action from the Board;
3. The interim teacher is exempted from the evaluation and nonrenewal provisions contained in the Master Agreement between the Association and the Board and also, Ohio Revised Code Sections 3319.11 and 3319.111;
4. The teacher has no displacement rights pursuant to the RIF procedure contained in the Master Agreement between the Association and the Board.

In consideration of the service rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the School District whether existing or hereafter adopted. The initial compensation to be paid under this contract, according to the existing salary schedule shall be at the rate of _____ dollars ($_____) per annum to be paid in _____ equal installments. Such duties shall be performed by the teacher during the _____ to_____ school year beginning _____ and ending _____.

The teacher agrees that in the performance of his/her professional duties he/she will abide by and maintain the applicable law and the rules and regulations of the Board and all provisions of the Master Agreement between the Board and the Association. The teacher agrees to teach the number of school days as prescribed by the Board during the term of this contract.

The teacher affixing his/her signature hereto represents that he/she has been notified as required by Section

3307.58 of the Ohio Revised Code of his/her duties and obligations under Chapter 3307 of the Ohio Revised Code pertaining to the State Teachers Retirement System as a condition of employment.

The President and Treasurer of the Board by affixing their signature hereto, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher upon request.

Failure to sign and return this contract to the Treasurer's office by _____ will be considered null and void after said date.

Signed_____ Date: _____

President of the Board of Education

Signed_____ Date: _____

Treasurer of the Board of Education

Signed _____ Date: _____

Teacher

PLEASE SIGN AND RETURN ONE COPY TO THE SUPERINTENDENT'S OFFICE

Salary Schedule 2025-2026 (+$500 Stipend)

Experience	BA	BA+30	MA	MA+30	
0	38,150 1.0000	41,084 1.0769	45,276 1.1868	45,776	38150 3%
1	40,038 1.0495	43,022 1.1277	47,268 1.2390	47,768	
2	41,923 1.0989	44,964 1.1786	49,259 1.2912	49,759	
3	43,811 1.1484	46,902 1.2294	51,251 1.3434	51,751	
4	45,696 1.1978	48,840 1.2802	53,242 1.3956	53,742	
5	47,584 1.2473	50,778 1.3310	55,234 1.4478	56,234	
6	49,469 1.2967	52,719 1.3819	57,225 1.5000	58,225	
7	51,358 1.3462	54,658 1.4327	59,216 1.5522	60,216	
8	53,242 1.3956	56,596 1.4835	61,208 1.6044	62,208	
9	55,131 1.4451	58,534 1.5343	63,199 1.6566	64,199	
10	57,015 1.4945	60,475 1.5852	65,191 1.7088	66,691	
11	58,904 1.5440	62,413 1.6360	67,182 1.7610	68,682	
12	60,788 1.5934	64,351 1.6868	69,174 1.8132	70,674	
16	61,944 1.6237	64,939 1.7022	70,169 1.8393	71,669	
20	62,673 116428	66,289 1.7376	71,165 1.8654	72,665	
24	64,557 1.6922	68,227 1.7884	73,156 1.9176	74,656	
28	66,492 1.7429	70,165 1.8392	75,110 1.9688	76,610	
32	68,426 1.7936	72,104 1.8900	77,063 2.0200	78,563	

Salary Schedule 2026-2027

Experience	BA	BA+30	MA	MA+30	
0	39,295 1.0000	42,317 1.0769	46,635 1.1868	47,135	39295 3%
1	41,240 1.0495	44,313 1.1277	48,687 1.2390	49,187	
2	43,181 1.0989	46,313 1.1786	50,738 1.2912	51,238	
3	45,126 1.1484	48,309 1.2294	52,789 1.3434	53,289	
4	47,068 1.1978	50,305 1.2802	54,840 1.3956	55,340	
5	49,013 1.2473	52,302 1.3310	56,891 1.4478	57,891	
6	50,954 1.2967	54,302 1.3819	58,943 1.5000	59,943	
7	52,899 113462	56,298 1.4327	60,994 1.5522	61,994	
8	54,840 1.3956	58,294 114835	63,045 1.6044	64,045	
9	56,785 1.4451	60,290 1.5343	65,096 1.6566	66,096	
10	58,726 1.4945	62,290 1.5852	67,147 1.7088	68,647	
11	60,671 1.5440	64,287 1.6360	69,198 1.7610	70,698	
12	62,613 1.5934	66,283 1.6868	71,250 1.8132	72,750	
16	63,803 1.6237	66,888 1.7022	72,275 1.8393	73,775	
20	64,554 1.6428	68,279 1.7376	73,301 1.8654	74,801	
24	66,495 1.6922	70,275 1.7884	75,352 1.9176	76,852	
28	68,487 1.7429	72,271 1.8392	77,364 1.9688	78,864	
32	70,480 1.7936	74,268 1.8900	79,376 2.0200	80,876	