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MASTER AGREEMENT

BETWEEN THE

**BRIGHT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION**

TO

**BRIGHT TEACHERS
EDUCATION ASSOCIATION**

[Highland County]

July 1, 2025 – June 30, 2028

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PREAMBLE

Recognizing that providing a high-quality education for the students of the Bright Local Schools is the paramount aim of this school district, and that good relations between all of the employees of the Board are important, we do hereby declare that:

A. The Board of Education, under law, has the final responsibility of establishing policies for the school district.

B. The Superintendent and his/her staff of building administrators have the responsibility of carrying out the policies established.

C. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

ARTICLE I - RECOGNITION

1.01 EXCLUSIVE REPRESENTATIVE: The Bright Local School District Board of Education, hereinafter referred to as the "Board" recognizes the Bright Teachers Education/OEA/NEA, hereinafter referred to as the "Association," as the sole and exclusive agent representing the bargaining unit.

1.02 BARGAINING UNIT DEFINED: The bargaining unit shall be defined as all full-time and/or regularly employed part-time certificated employees under contract with the Board to teach at least fifty percent (50%) of the regular teacher work year, excluding the Superintendent, Treasurer, principals and other administrators employed under contracts with the Board issued pursuant to Ohio Revised Code section 3319.02, Ohio Revised Code, and substitutes, tutors, teacher aides, non-certificated employees, business manager, and consultants.

1.03 MANAGEMENT RIGHTS: The Association recognizes that the Board is the duly-elected body charged by law with the authority and responsibility for operating the school district. The Association further recognizes that the Board retains all of its statutory authority without limitation except to the extent that its statutory power and authority is specifically limited by a provision of this contract.

1.04 TEACHER DEFINED: All bargaining unit employees shall be collectively referred to in this Agreement as "teachers."

ARTICLE II - NEGOTIATIONS PROCEDURES

2.01 REQUEST FOR NEGOTIATIONS: Request to initiate bargaining shall be made in writing no later than March 31 of each school year in accordance with the reopener provisions of this contract. Notification in writing from the Association shall be served on the Superintendent and from the Board to the President of the Association. A copy of said notification shall be sent to the State Employment Relations Board.

2.02 INITIAL MEETING: On a mutually agreed upon time, an initial meeting will be held for the purpose of exchanging negotiation packages and establishing a date for the next session. After this meeting, no new items may be presented for negotiation without mutual consent of the parties.

2.03 REPRESENTATIVES: Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and Association. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.

2.04 INFORMATION: The designated representatives of the Board and the Association agree to make available to each other upon written request within twenty (20) days all available public information on issues being negotiated.

2.05 RECESS: The chairperson of either group may recess his/her group for independent caucus at any time. Caucus shall be of reasonable length.

2.06 ITEM AGREEMENT: As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties, and it is expressly understood by the parties that tentative agreement reached on any items may be withdrawn if impasse is declared.

2.07 EXECUTIVE SESSION: Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2.08 AGREEMENT: When negotiations result in an agreement, the outcome shall be reduced to writing, initialed by the spokesperson of each team, and submitted to the Association and the Board for formal approval. Each team will favorably recommend to its members the acceptance of the tentative agreement. Following ratification by both parties, the agreement shall be signed by both parties and shall be binding upon them.

2.09 CONSULTANTS: Either party may utilize the services of a consultant at a meeting provided it notifies the other party of its intention to do so at least forty-eight (48) hours in advance of the meeting.

2.10 IMPASSE:

2.101 **MEDIATION:** When either party declares impasse, the Federal Mediation and Conciliation Service, or other mutually agreed upon mediation service, will be called upon to assist the parties. The Impasse Procedure of this contract shall be completed if an agreement has not been reached within thirty (30) calendar days of the first meeting of the parties with the mediator. These timelines may be extended by mutual agreement. Once mediation has been exhausted the Association shall have a right to strike pursuant to ORC 4117.14(D)(2).

2.102 **MUTUALLY AGREED DISPUTE RESOLUTION PROCEDURE:** This constitutes the parties' entire mutually agreed dispute resolution procedure and supersedes the statutory procedures found in ORC 4117.14.

2.103 **REOPENER:** For the purposes of this section, a reopener date shall be treated as if it is an expiration date for the purposes of allowing the Association the right to strike as provided by O.R.C. 4117.14(D)(2).

ARTICLE III - GRIEVANCE PROCEDURE

3.01 DEFINITIONS:

3.011 **GRIEVANCE:** A "grievance" is a complaint involving the alleged violation, misinterpretation or misapplication of this contract.

3.012 **GRIEVANT:** A grievant shall be defined as the person who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract. The Association may be a grievant if the grievance involves Article IV, Association Rights, or involves a violation that affects the bargaining unit as a whole, or teachers in more than one building. An Association grievance may be initiated at Step Three of the Grievance Procedure.

3.013 **DAY:** During the school year, a day shall be defined as a school day, exclusive of weekends and holidays. During the summer recess, a day will be defined as a day when the central office is open. The Board shall provide a copy of the central office summer schedule to each bargaining unit member prior to the last day of each school year.

3.014 **REPRESENTATION:** A bargaining unit member may be represented by the Association at any level of the grievance procedure. An administrator may be represented at any level of the grievance procedure, except as provided in Step One.

3.02 FORMAL PROCEDURE:

3.021 **STEP ONE (INFORMAL) PRINCIPAL OR APPROPRIATE ADMINISTRATOR:** Any person having a grievance shall**,** within twenty (20) days of the occurrence, first discuss such grievance with his/her principal and/or other administrator if the action being grieved is the result of the action of an administrator other than the building principal. The person shall indicate to the administrator that this is Step One of the grievance procedure. The meeting shall be at a time mutually agreeable to the grievant and the administrator. Representation at Step One shall be limited to an employee of the district.

3.022 **STEP TWO (FORMAL) PRINCIPAL OR APPROPRIATE ADMINISTRATOR:** If the discussion in Step One does not resolve the grievance to the satisfaction of the employee, the employee shall have the right to file a written grievance with the administrator involved at Step One. If said grievance is not filed within twenty (20) days after the occurrence of the act or condition that is the basis for said grievance, the grievant shall waive his/her right to file a grievance. This waiver shall prevent the grievant from filing a grievance at a later date on the same issue on the basis that there is a continuing violation of the contract. The grievant shall have a right to request a hearing before said administrator at this level. It shall be at a time mutually agreeable to the grievant and the administrator.

3.0221 **STEP TWO RESPONSE:** The administrator shall take action on the grievance within ten (10) work days after the receipt of said grievance or if a hearing is requested, within ten (10) work days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing by the administrator and given to the grievant and the Association.

3.023 **STEP THREE--SUPERINTENDENT:** If the action taken by the administrator does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or designee. Association grievances may be filed at this level rather than at Step One or Two. Failure to file such appeal within ten (10) work days of the receipt of the written decision of the administrator at Step Two shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or designee within ten (10) work days of the receipt of the request or at a mutually agreed date. The grievant and the Association shall be advised in writing of the time, place and date of said hearing and shall have the right to be represented at such hearing by a representative of the Association. The principal may be represented by a person of his/her choice.

3.0231 **STEP THREE RESPONSE:** The Superintendent or designee shall take action on the appeal of the grievance within ten (10) work days after the conclusion of said hearing or within ten (10) work days of receipt of the grievance if no hearing is requested. The action taken and the reasons shall be reduced in writing and a copy sent to the grievant and the Association and the administrator involved at Step Two.

3.024 **STEP FOUR--ARBITRATION:** If the action taken by the Superintendent or designee does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal, in writing, to Advisory Arbitration. The notice of appeal shall be sent to the Superintendent or designee and a copy filed with the Treasurer of the Board. Failure to file such appeal within ten (10) work days of the receipt of the written decision of the Superintendent shall be deemed a waiver of the right to appeal. If an appeal is filed, the Association shall request a list of nine (9) names from the American Arbitration Association and the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

3.0241 **ARBITRATOR RESPONSIBILITIES:** The arbitrator shall hold a hearing and issue his/her decision within thirty (30) days of the last hearing. The

decision shall be in writing and shall set forth the findings of facts and reasoning for the decision. The Board shall consider the advisory opinion of the arbitrator at its next regular meeting after receipt of the decision and take action to either grant or deny the grievance.

3.0242 **ARBITRATION COSTS:** Each party shall pay one-half (1/2) of the cost of the arbitrator.

3.03 RIGHT TO FILE IN COURT: The grievant may at its option file a complaint in court without first exhausting the provisions of the grievance procedure.

3.04 MISCELLANEOUS PROVISIONS:

3.041 **ASSOCIATION NOTIFICATION:** The Association shall be advised of the time and date of any hearing scheduled at Steps Two, Three, and Four so its representative may be present. If a written grievance is filed without the assistance of the Association, a copy of the written grievance will be given to the Association.

3.042 **WRITTEN GRIEVANCE:** The written grievance shall be on the form contained in Appendix C and shall contain a statement of the alleged facts upon which the grievance is based and a reference to the specific provisions of the contract allegedly violated, misinterpreted, or misapplied. A copy of said grievance shall be filed with the administrator at Step Two.

3.043 **ADJUSTMENT OF GRIEVANCES**: No grievance shall be adjusted without the express involvement and consent of the Association.

ARTICLE IV - ASSOCIATION RIGHTS

4.01 BULLETIN BOARDS: The Association shall have the right to use of a bulletin board in each building.

4.02 ASSOCIATION ANNOUNCEMENTS: The Association representative(s) may make announcements at the end of faculty meetings.

4.03 INTRASCHOOL DISTRIBUTION: The Association shall have the use of the school distribution system to the extent it exists to distribute its materials to its members.

4.04 SCHOOL USE: If a portion of a school building is not needed for school purposes, upon written request to the building principal, the Association will be permitted to use the building for the purpose of holding a meeting.

4.05 USE OF SCHOOL EQUIPMENT: School buildings and copying equipment may be utilized by the Association provided it is not in use for school purposes. The Association shall utilize two thousand (2,000) copies per school year at no charge and shall pay ten (10) cents per copy for all copies above two thousand (2,000) during the school year. The Association shall submit to the Treasurer the number of copies used on a monthly basis.

4.06 ASSOCIATION DUES DEDUCTION: The Association shall present to the Treasurer of the

Board all dues deductions that are to be made during the regular school year by no later than two weeks after the beginning of the regular school year. The deductions shall be made in the regular paychecks starting in the month of October and continue through the last paycheck in the month of July. The deductions shall be made in both monthly checks.

4.07 ASSOCIATION RELEASED TIME: The Association shall be granted three (3) days per year to use at the discretion of the Association. The President of the Association shall notify the Superintendent in writing at least two (2) work days prior to the use of these days and the name(s) of the individuals who will be using the days. The use of the days shall be limited to Association business only, and shall not be used for reasons that may be provided in other leave provisions of this Agreement.

4.08 FAIR SHARE FEE:

4.081 **PAYROLL DEDUCTION OF FAIR SHARE FEE:** The Board shall deduct from the pay of members of the bargaining unit who elect not to become, or to remain, members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract.

4.082 **NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE**: Notice of the amount of the annual fair share fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Union.

4.083 **SCHEDULE OF FAIR SHARE FEE DEDUCTIONS**

A. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date that occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

1. Sixty (60) days employment in a bargaining unit position, or
2. January 15th

B. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4.084 **TRANSMITTAL OF DEDUCTIONS**: The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

4.085 **PROCEDURE FOR REBATE**: The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.07(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

4.086 **ENTITLEMENT TO REBATE**: Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

4.087 The parties acknowledge that this provision is not permitted, however, should fair share fee declared permissible by the courts, this provision will be enforced.

ARTICLE V - LEAVES OF ABSENCE

Members shall report to work as directed unless the member is on an approved leave, pursuant to this Article. No other leaves are guaranteed to members.

5.01 SICK LEAVE:

5.011 **ACCUMULATION:** Each teacher shall be entitled to sick leave of one and one-fourth (1-1/4) days with pay for each completed month of service. The unused portion of sick leave is subject to two hundred (200) days.

5.012 **UNUSED ACCUMULATED SICK LEAVE:** Any employee who has the maximum number of days of sick leave accumulated will be eligible for an additional payment based on the following schedule:

a. Time to be calculated at the end of the employees' calendar year.
b. Employees will be paid for 37.5% of the excess days at their daily rate.
c. Payment will be made with the August 30th payroll for the preceding school year.
d. Payment will include all extended service salary for the school year.
e. Retiring employees will receive payment upon effective date of retirement or August 30, whichever comes first.

Additionally, if a teacher uses one day or less of sick leave in a quarter, they will be paid an attendance bonus of one hundred and fifty ($150.00).

5.013 **SICK LEAVE UTILIZATION:** Teachers who are absent because of illness are still in the service of the district and accumulate sick leave credit while absent. Teachers shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

a. personal illness or personal illness caused by pregancy

c. injury (personal)
d. exposure to contagious disease which could be communicated to others; or
e. illness or injury in the teacher's immediate family. The immediate family is defined as spouse, non-marital partner living in the bargaining unit member's home, child, step-child, step-parent, mother, father, brother, sister, grandparent, and grandchild.
f. illness or injury of immediate in-laws, mother-in-law, father-in-law, brother-in-law, and sister-in-law, three (3) days of sick leave may be used per occurrence. Need for additional time may be requested of the Superintendent.

5.014 **BEREAVEMENT LEAVE:** For death of the bargaining unit member's family as defined below, bargaining unit members may be able to use the following bereavement leave for each occasion. Bereavement leave shall be in addition to sick leave and shall not count against accumulated sick leave:

5.0141 **IMMEDIATE FAMILY:** For death of immediate family members defined as spouse, non-marital partner living in the bargaining unit member's home, child, step-child, step-parent, mother, father, brother, sister, grandparent, and grandchild, bargaining unit members will be permitted to use up to five (5) days of bereavement leave. For the attendance of a funeral/visitation/memorial service due to the death of immediate family members defined as mother-in-law, father-in-law, brother-in-law and sister-in-law, bargaining unit members will be permitted to use up to three (3) days of bereavement leave.

5.0142 **OTHER FAMILY MEMBERS:** Bargaining unit members may use one (1) day of bereavement leave for the attendance of a funeral/visitation/memorial service due to the death of other family members. Additional days may be granted by the Superintendent.

5.015 **COMPLETION OF FORM:**

5.0151 **PHYSICIAN STATEMENT:** Upon return from sick leave, the teacher shall enter absence into the approved District electronic system indicating the reason for the sick leave and in the event of illness for five (5) consecutive days or more, a signed statement from his/her physician justifying the employee's use of sick leave.

5.0152 **SICK LEAVE FOR IMMEDIATE FAMILY:** For the use of sick leave to care for illness or injury of immediate family members as defined in Article 5.013 and that requires five (5) days or more of absence, the bargaining unit member must provide a signed statement from the immediate family member's physician stating that the bargaining unit member must care for the immediate family member.

5.016 **TRANSFER FROM OTHER SYSTEMS:** A teacher who transfers from another school board in Ohio to Bright, shall be credited with the unused balance of his/her accumulated sick leave to a maximum of two hundred (200) days provided his/her last employment ended less than ten (10) years prior to his/her employment by Bright.

5.017 **SICK LEAVE ADVANCE:** Each teacher who has exhausted his/her sick leave at the start of a school year shall be advanced five (5) days sick leave which shall be charged to the sick leave he/she is entitled to accumulate pursuant to this provision. If the teacher leaves the Board's employ before earning five (5) days accumulation to repay the advance, he/she shall compensate the Board from his/her last check the difference between the amount advanced and the number of days accumulated.

5.018 **SICK LEAVE DONATION PROGRAM**

A. A bargaining unit member that has exhausted all of his/her sick leave may apply to the sick leave donation committee for a donation of sick leave. The application must include a physician's statement indicating the nature of the member's illness or injury, diagnosis and prognosis, and the projected date of return to work.

   Upon receipt of the application, the SLD committee shall notify all bargaining unit members that there has been a request for sick leave and the name of the individual requesting sick leave. The requesting member may only be granted a total of up to thirty (30) days for the first application. If those days are exhausted, the bargaining unit member may make one additional application for up to another thirty (30) days.

   Upon receiving notification of the application for a sick leave donation, each bargaining unit member may donate up to five (5) days of sick leave to a pool that will be credited to the requesting member. A total of thirty (30) days may be donated for each application. If the SLD committee receives donations of more than thirty (30) days, the SLD committee shall allocate the donations among each donating bargaining unit member, e.g., if ten (10) people donate five (5) days each, each member will only be charged with a donation of three (3) days. Upon finalization of the identity of the donors and the number of days each donor is donating, the SLD committee will notify the Treasurer, in writing, of the name of each donor, how many days they are donating, and the name of the person to whom the days should be credited. Upon receipt of this information, the Treasurer shall verify that each donor has the requisite number of days to their credit, and if so, deduct those days from the donor and credit thirty (30) days to the account of the requesting member.

B. The requesting member may make one additional application to the SLD committee for a sick leave donation upon the exhaustion of the days donated from the initial application. Under no circumstance will a bargaining unit member be entitled to more than sixty (60) days in any school year. If the additional application is made, the procedure set forth in paragraph a shall apply.

C. Application for a sick leave donation may only be made for catastrophic illness or injury or maternity leave. Catastrophic illness or injury is defined as an illness or injury that is "unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight."

D. If a bargaining unit member applies for, and is granted a donation of sick leave days, the days shall be paid at the per diem rate of the recipient of the sick leave. Any days donated and not used by the recipient shall not be returned to the donor.

E. The SLD committee shall be made up of the Superintendent and Treasurer (or their designees) and three (3) Association members, appointed by the Association president.

F. Days donated to the SLD program will not be counted against a member's eligibility for recognition of good attendance as described in article 7, (h).

G. This provision shall not be subject to the grievance procedure.

5.02 MEDICAL LEAVE: Upon request, each teacher who is unable to work because of illness and/or other medical disability shall be placed on an unpaid leave of absence for the period of time the member is medically unable to perform his/her duties to a maximum of two (2) consecutive years.

5.021 **PHYSICIAN STATEMENT:** With his/her request for medical leave, the teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days the period of time the teacher will be unable to return to work because of illness.

5.022 **REINSTATEMENT RIGHTS:** Upon return of a teacher from medical leave, he/she shall resume the contract status he/she held prior to such leave. However, the leave of absence shall not extend the end date of the employee's contract. The employee shall notify the Superintendent within thirty (30) days of the end date of the leave of absence as to whether the employee intends to return to his/her duties.

5.03 CHILD CARE: Each teacher shall have the right to an unpaid leave of absence for the purpose of caring for his/her newly born infant or his/her newly adopted child. Upon written application of the teacher, this leave shall commence the day mutually agreed to between the teacher and the Board, or the date the child is placed under his/her care for purposes of adoption. The teacher shall give reasonable advance notice, normally at least thirty (30) days, to the Superintendent of his/her intention to utilize this provision so a substitute may be found.

5.031 **PERIOD OF LEAVE:** A teacher shall have the right to no less than one year of child care leave except as restricted by 5.031 and 5.032. Childcare leave shall be for the balance of the school year if the leave begins before March 1 of any year. If the leave begins after March 1, then the teacher shall have the option to take leave through the end of the next school year. Teachers taking this leave shall return at the start of the school year, at the beginning of a school semester, or at a date mutually agreed by the teacher and the Superintendent.

5.032 **RESTRICTIONS:** Childcare leave shall not extend a limited contract past its scheduled expiration date. In no event shall the child care leave request be for a period of time in excess of the time remaining on the teacher's employment contract.

5.033 **RETIREMENT CONTRIBUTIONS:** A teacher on child care leave agrees to pay the Board's share of the retirement contribution required to be made in the event the teacher elects to purchase the time on leave for retirement purposes.

5.04 PREGNANCY AND CHILDBIRTH LEAVE: An employee may be granted a leave of absence due to a physical disability due to pregnancy or childbirth, which leave of absence shall be automatically terminated six (6) weeks after the delivery. In order to be granted a leave for this purpose or an extension of this leave, the employee must make a request to the Superintendent in writing that is supported by a doctor's statement as to the physical disability and the likely duration of the disability or the need for continued absence on account of the disability.

5.041 **NOTIFICATION:** An employee intending to request an unpaid leave of absence must give the Superintendent written notice of at least sixty (60) calendar days before the expected delivery date.

5.042 **USE OF SICK LEAVE:** An employee may use sick leave to cover the period of leave. However, if an employee should exhaust his/her accumulated sick leave, the employee may be placed on an unpaid leave of absence.

5.043 **REINSTATEMENT RIGHTS:** Upon return of a bargaining unit member from a Pregnancy and Childbirth Leave, the employee shall resume the contract status that the employee held prior to such leave. However, the leave of absence shall not extend the end date of the employee’s contract.

5.05 FAMILY AND MEDICAL LEAVE ACT: The Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 while it is in effect and any amendments thereto. Furthermore, the Board recognizes the employee's rights and freedom to exercise their rights under the FMLA. A bargaining unit member shall continue to accrue seniority credit while on leave under the Family and Medical Leave Act. A bargaining unit member who is granted an unpaid leave pursuant to the FMLA shall have the right to purchase retirement service credit with the employee paying the employee's contribution and the Board paying the employer contribution in accordance with the Ohio Revised Code. It is also understood that for purposes of this leave, the twelve (12) month period for eligibility for this leave shall uniformly be from the first date of the requested leave.

5.06 ASSAULT LEAVE: The Board shall grant leave to a teacher who is absent due to physical disability resulting from a physical assault that occurs in the course of his/her performance of his/her contractual duties. The teacher will be granted up to fifteen (15) days with pay for assault leave. Thereafter, absence will be deducted from the teacher's sick leave. For assault leave requests of more than three days, the Board may require a written medical report satisfactory to it documenting the need for the leave and/or require the employee to have a medical exam by a physician approved by the Board at the Board's expense. Assault leave may not be granted unless the teacher agrees to file criminal prosecution against the person or persons involved. Falsification of either the signed statement or the physician's (M.D.) statement shall be grounds for suspension or termination of employment. A teacher returning to duty following assault leave shall be returned to the same position as was held at the time of the incident if the return date is during the school year in which the assault occurred.

5.07 PERSONAL LEAVE: Teachers shall be granted unrestricted personal leave (except for the specifications listed in Section 5.072) not to exceed three (3) days per year.

5.071 **NON-CUMULATIVE:** Personal leave is non-accumulative and personal leave days taken shall not be charged against sick leave.

5.072 **PROCEDURE:** Personal leave shall be granted upon notification of the staff member subject to the following conditions:

5.0721 **NOTIFICATION:** Written notification shall be given to the principal at least forty-eight (48) hours in advance unless circumstances make it impossible to comply. In such event, the teacher shall provide notification at the earliest possible time.

5.0722 **RESTRICTIONS:** Personal leave may not be used on the first day of school on a day immediately preceding or following a school vacation period or holiday, on District in-service days, or during the State mandated testing periods. Additionally, personal leave may not be used after May 1st unless it has been submitted and approved prior to April 15th. Exceptions or emergency situations, including graduations and weddings, will be handled by the Superintendent at his/her discretion with the bargaining unit member providing stated reasons.

5.073 **NON-USE INCENTIVE:** Teachers shall be reimbursed for fifty percent (50%) of their unused personal days at the end of each year. Reimbursement shall be in the last paycheck of the school year.

5.08 PROFESSIONAL LEAVE: Teachers may be granted the use of professional days for reasons approved by the Board or its designee. Professional days may be granted to attend meetings or conferences related to the requesting teacher's major teaching assignment. Field trips and other assignments requiring student supervision will be considered professional days. For in-state conferences and workshops, the Board shall pay for registration fees, hotel accommodations pre-approved by the Superintendent, and reimbursement of actual mileage driven in bargaining unit member's vehicle at current IRS reimbursement rate during the term of the contract.

Retroactivity shall be effective with the month of notification of the new rate of the Treasurer's Office.

5.09 JURY DUTY: Teachers shall be given jury duty leave without deduction in pay whenever selected for jury duty. Compensation received for jury duty will be endorsed and turned over to the Treasurer of the school district. Teachers shall not suffer any loss in Board contribution to retirement and other fringe benefits for each school year through serving on jury duty.

5.091 **NOTIFICATION OF JURY DUTY:** When a teacher receives notice of jury duty selection, he/she must notify his/her building principal or his/her designee. If the teacher determines that more than one day of jury leave is required, he/she must notify the building principal or his/her designee.

5.092 **RETURN FROM JURY DUTY:** When the teacher knows what day he/she is to return to duty from jury duty service, he/she must notify the building principal or

his/her designee.

ARTICLE VI - WORKING CONDITIONS

6.01 WORK YEAR: The work year shall be one hundred and eighty-three (183) days in length. which shall include up to one hundred and seventy-eight (178) days with students in attendance, two (2) parent-teacher conference days, one teacher orientation day, one in-service day, and one teacher work day. Newly hired teachers may be required to work one additional day at the start of the year.

6.011 **TEACHER WORK DAY:** When a teacher has completed all the items on the district checklist on the teacher work day referenced in Section 6.01, above, and with the permission of the principal has signed out, the teacher may leave school without loss of pay. Such permission shall not unreasonably be withheld. If the checklist is not completed, the teacher and the principal shall mutually agree on another date to complete the items on the checklist without additional compensation.

6.012 **TEACHER IN-SERVICE/ORIENTATION DAY:** Teacher In-Service and Orientation Day shall be at the beginning of the school calendar and all in-service activities and District and Building meetings during these two (2) days shall consist of no more than ½ day each. The remaining ½ day for the In-Service and ½ day for the Teacher Orientation Day shall be used only for teachers to work in their room and/or to prepare for the upcoming school year.

6.02 WORK DAY: The regular work day shall be seven and one-half (7-1/2) hours in length including each teacher's thirty (30) minute duty-free lunch.

6.021 **FACULTY MEETINGS:** The work day shall include teacher attendance at a maximum of nine (9) faculty meetings each school year. Teachers shall not be required to remain in any faculty meeting that exceeds 30 minutes in length.

6.022 **COMMITTEES:** The Association and the Labor-Management Committee shall meet prior to May 15 to mutually agree on committees that will be needed for the upcoming school year. They will then solicit volunteers from the staff to fill the committees. Once selected, the committee members will be responsible for setting meeting times, agendas, and for completing the necessary tasks.

6.03 ASSOCIATION CALENDAR COMMITTEE: No later than March 1 of each school year, the Superintendent and two (2) representatives of the Association shall meet to discuss and mutually agree to a proposed school calendar, including but not limited to, instructional days, make up days and in-service days. However, the Board of Education maintains final decision making authority on the calendar.

6.04 PERSONNEL FILE:

6.041 **ONE FILE**: The official personnel file of each teacher shall be maintained in the district administrative office. The contents of the file shall be limited to work performance data, discipline reports and routine personnel data.

6.042 **RIGHT TO REVIEW:** During regular business hours and upon reasonable notice, teachers shall be able to review their own files in the presence of the Superintendent or his/her designee. The teacher may be accompanied by an Association representative and upon a teacher's request, an Association representative may review the contents of the teacher's file.

6.043 **COPIES OF FILE CONTENTS:** Teachers shall be given a copy of any additions, except for payroll documents, to their file at the same time it is placed in the official personnel file, at no extra cost to the teacher. Any material placed in the file shall be signed by the teacher, which shall only signify receipt of a copy of the document and not agreement with the content. Teachers shall be presented a copy of material removed from their files, if any, at no cost to the teacher. Members shall have the right to obtain a copy of any item in the file upon payment of ten (10) cents a page for the material copied at the teacher's request.

6.044 **CORRECTION OF FILES:** Members shall have the right at any time to attach a written reply to any material being placed in their files. An employee may file a grievance for the purpose of correcting or expunging any material, except evaluations, that is inaccurate, misleading, inappropriate, or non-factual.

6.045 **RIGHTS UNDER ORC:** The provisions of this article shall be in addition to the rights guaranteed the teacher pursuant to 1347 of the Ohio Revised Code.

6.05 INTERNAL SUBSTITUTE:

6.051 **SUBSTITUTION:** A teacher who is requested by the principal, and agrees to teach the class of another teacher for a full or portion of a class period by his/her principal, during his/her planning and conference period, or during his/her regular classroom period, shall be compensated at the rate of 1/6 of regular sub pay for this work assignment. In an emergency situation, the principal shall request a volunteer to cover a class. If no bargaining unit member volunteers, the principal may assign a teacher to cover the class during the employee's planning time or other non-instructional time. The employee will be compensated at the same internal substitute rate. At the high school, a period is defined as the normal classroom period length. At the elementary school, a period shall be defined as the length of the specials class period.

6.052 **HIGH SCHOOL SUBSTITUTION PAYMENTS:** In the High School, all time worked as an internal substitute shall be recorded in the High School Principal's Office. The High School Principal's Office shall be responsible for forwarding on a regular basis to the Treasurer's Office all accumulated time teachers worked as internal substitutes. The Treasurer's Office shall, on the last pay date of each month, forward a check to the Whiteoak Teacher Sub Fund at the rate proscribed in Section 6.051 for all internal substitute time worked. *Subject to modification to maintain proper accounting procedures.

6.053 **PAY DEVIATION REPORTING:** In order to be paid in accordance with the above, the teacher must submit a Pay Deviation Sheet to the Principal within five (5) work days. Pay Deviation Sheet is attached to the contract as Appendix B.

6.06 AFTER SCHOOL DETENTION AND FRIDAY/SATURDAY SCHOOL: Any bargaining unit

member who performs duties in the following areas shall be paid at the BA/0 hourly rate (BA/0÷183÷7.5) for all hours of performed duty: (a) after school detention; (b) Saturday School.

6.07 LABOR-MANAGEMENT COMMITTEE: A Labor Management Committee shall be formed each year. The Committee shall consist of the Superintendent, both building principals, the Association President and a teacher's representative from each building selected by the Association.

At the request of either party, the Committee shall meet monthly on the fourth Monday of each month to discuss matters of concern at the building and district level. At the request of either party, the first meeting of the school year shall include training in conflict resolution provided by FMCS or other mutually agreed upon mediation service. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Monday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting need be held. This does not limit the parties agreeing to meet to discuss items that may arise after the agenda deadline.

6.08 COMPLAINT PROCEDURE:

6.081 **COMPLAINTS DIRECTED TO BOARD/ADMINISTRATION:** If a Board member or an administrator receives a complaint, the Board member or administrator shall direct the complaining party to the responsible administrator.

6.082 **INVESTIGATION:** If the responsible Administrator decides to formally investigate a complaint once it has been received by him/her, he/she shall notify the teacher within five (5) working days of the receipt of the complaint by him/her of the nature of the complaint and permit the teacher to respond to the complaint.

6.083 **WRITTEN COMPLAINT:** The complainant shall be asked to put the complaint in writing. Email or other electronic means is acceptable. If the complainant refuses to put the complaint in writing, the administrator accepting the complaint shall document the complaint, in writing, themselves which shall include the name of the complainant, date of the occurrence, information regarding the issue and the desired resolution. Anonymous complaints shall not be the subject of investigation unless the complaint involves a criminal matter or the health, safety and/or welfare of a student.

6.084 **SUPERINTENDENT:** If a satisfactory resolution of the complaint cannot be reached by the responsible Administrator, then the Superintendent shall attempt to resolve the complaint by meeting with the teacher and his/her representative and the complaining party.

6.086 **RIGHT TO REPRESENTATION:** Any party may elect to be represented at any or all of the above meetings.

6.09 PLANNING TIME: Each teacher in grades PK-6 will receive two hundred (200) minutes of planning time each work week of which one hundred twenty (120) minutes will be in four (4) blocks of time of thirty (30) consecutive minutes each. Teachers in grades 7-12 shall receive a minimum of one planning period per day. The Board agrees to continue to work with the Superintendent and Administrator(s) to ensure that planning time will meet the requirements of this article as prescribed by the negotiated agreement. Additionally, the Board shall continue to strive to provide planning time in five (5) blocks of no less than thirty (30) minutes, one block on each day of the week. The Association acknowledges that this planning time requirement may not be met during weeks where a calamity day or holiday occurs or on days when delays or early releases occur or on days when an alternative schedule is in place due to testing.

6.10 CLASS SIZE: The Board and the Association agree that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils and the community, and adequate to provide each staff member the opportunity for intellectual and professional growth.

6.101 **GENERAL PROVISIONS:** The Board shall continue to strive to maintain a minimum class size suitable to the subject area, with special consideration for children, teachers, class space, and funding available. In addition, the Board agrees to abide by the Operating Standards For Ohio Schools.

6.102 **OPEN ENROLLMENT:** The Board of Education shall permit the enrollment of students from any Ohio district in a school or program of this district, provided each enrollment is in accordance with laws and regulations of the State concerning inter-district open enrollment. In grades K-6 additional open enrollment students will not be accepted if the class size to which the enrollee is to be enrolled is currently greater than 25 students.

6.11 SUPPLY LIMITS: The annual supply limit for each bargaining unit member shall be two hundred ($200.00) dollars. . Additional supplies needed may be requested through a requisition to the building principal.

6.12 INCLUSION: Whenever a student is mainstreamed from special education classes to the regular education, and art, music, and physical education classes, the regular classroom teacher and special teachers will be consulted regarding the student's abilities and special needs. The administration shall make reasonable efforts to equitably assign special education students to classrooms at each grade and/or subject level. All teachers at each grade level at each building shall have the opportunity to meet with the principal to discuss and provide input into decisions affecting the number of special education/handicapped students assigned to classes at that grade level. Such input shall be given every consideration by administration. Regular education and art, music, and physical education teachers so affected may also ask for a review of the special education student's progress if the student does not appear to be making successful progress and/or passing the class.

During each year of the contract, teachers are to receive a stipend for up to five (5) days, equal to each teacher's per diem for attending IEP and/or IAT meetings which occur outside the regularly scheduled school day. This amount may be pro-rated if the time spent is less or more than a full work day. Teachers must receive pre-approval by the administration/special education coordinator for attendance at each meeting. At the end of each school year, each teacher attending approved meetings shall submit a timesheet to

the Treasurer's office evidencing the time spent at the meetings.

6.13 EMPLOYMENT CONTRACTS:

6.131 **CONTRACT SEQUENCE:** Those bargaining unit members contracted by the Board and who are subsequently re-employed by the Board will be contracted according to the following contract sequence:

1st limited contract	1 year limited contract
2nd limited contract	1 year limited contract
3rd limited contract	1 year limited contract
4th limited contract	3 year limited contract
Each limited contract thereafter	5 year limited contract

This sequence may be deviated from on a one time basis if the teacher has been rated ineffective or developing or if an employee was subject to discipline during the school year.

6.132 **ONE YEAR LIMITED CONTRACT:** This provision will not supersede the Board's right to grant a one (1) year extended limited contract in accordance with ORC 3319.11.

6.133 **CONTINUING CONTRACT:** The granting of a continuing contract shall be in accordance with ORC 3319.11 and all other relevant provisions of Ohio Revised Code. Provided that any teacher who may be eligible for continuing contract at the expiration of his or her limited contract must provide written notice to the Superintendent and building principal on or before November 15 of the contract year in which their limited contract will expire. Failure to provide this notice will result in the teacher receiving a one year limited contract. The teacher may then apply for a continuing contract the following year. The member may withdraw the request at any time up to the date of Board action on the member's contract. The provisions of this section supersede any conflicting provisions of the Ohio Revised Code section 3319.11 regarding notification of eligibility of continuing contract.

6.14 NON-DISCRIMINATION: The Board and the Association recognize the civil rights of members of the bargaining unit. The Board and Association further recognize that both parties to this agreement have an obligation to refrain from discrimination against any members of this bargaining unit in any manner prohibited by state and/or federal law. The enforcement of this provision shall be obtained in the appropriate state and/or federal agency responsible for enforcement of these laws and not through the grievance procedure contained in this agreement.

6.15 PROFESSIONAL APPEARANCE: An employee shall dress appropriately for his/her assignment. The principal shall make the final determination after input from at least two Association representatives in that building. Such input shall be given every consideration. In making the determination, the parties shall consider classroom instruction, classroom activities, weather and classroom conditions, other extenuating conditions, and the determination(s) of other principals in the district.

6.16 HEALTH AND SAFETY: Unless exempted, the Board will be in compliance with ORC 4167 and all amendments thereto. The Board shall notify teachers of a student with a

communicable disease assigned to their class or supervision to the extent that it knows and to the extent allowed by law, and teachers shall treat such information as confidential unless specifically instructed to the contrary. No bargaining unit member shall be required to administer medications, medical procedures, or other health or sanitary procedures except as required by job description and/or when standing in loco parentis.

6.17 RELEASE TIME: The Board shall provide for two (2) hours of release time each nine (9) weeks for all members of the bargaining unit. Teachers will be required to remain at work during this time. Teachers shall have independent time to be utilized by teachers for record keeping, grade reporting, and/or other related work as determined by the teacher. The scheduling of the release time shall be at mid-term and near the conclusion of each grading period but prior to the time that grade reports are due to be turned into the district. The days for the scheduled release time shall be decided by the Labor Management Committee.

ARTICLE VII - REDUCTION IN FORCE

7.01 REASONS FOR REDUCTION IN FORCE: If, in the sole judgment of the Board, it determines to make a reduction in force for any reason including, but not limited to, those reasons set forth in Ohio Revised Code section 3319.17, then the following procedures shall be utilized when making that reduction:

7.02 REDUCTION THROUGH ATTRITION: Reduction shall be made through attrition to the extent possible.

7.03 LIMITED CONTRACT TEACHERS: If further reductions are necessary, limited contract teachers shall have their contracts suspended in accordance with the teaching certification area to be affected by the layoff. The Board shall not give preference to any teacher based on seniority, except when making decisions between teachers with comparable evaluations.

7.04 CONTINUING CONTRACT TEACHERS: If further reductions are necessary, continuing contract teachers shall have their contracts suspended in accordance with the teaching certification area to be affected by the layoff. The Board shall not give preference to any teacher based on seniority, except when making decisions between teachers with comparable evaluations.

7.041 **SENIORITY DEFINED:** Seniority shall be defined as continuous employment with the Board as a teacher commencing with the most recent date of employment as verified by the Board minutes.

7.042 **CONTINUOUS EMPLOYMENT DEFINED:** Continuous employment for this provision only shall include all time on Board approved leaves of absence and all time that a teacher's contract has been suspended pursuant to this provision provided there is no break in employment.

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

1. The date of the teacher’s initial teaching license from the Ohio Department of Education in the teacher’s current teaching/subject area.

2. Overall years of teaching service; including years outside of the district, excluding substitute teaching. The years of teaching service must be certified and on record with the district office at the time of RIF.

3. The teacher affected will be determined by the Superintendent.

7.06 RECALL: Laid-off teachers will be placed on a recall list.

7.07 RECALL PROCEDURES: If a vacancy occurs in a teaching position and certification area for which a laid-off teacher is certificated they shall be recalled in the following order:

A. Qualified continuing contract teachers in reverse order of layoff.

B. Qualified limited contract teachers in reverse order of layoff.

7.08 TIME ON RECALL LIST: A teacher shall remain on the recall list for three (3) school years. At the end of the three (3) year period, the Board has no further obligation under this contract to the teacher.

7.09 REFUSAL OF RECALL: Any teacher who is qualified for a vacant position and who refuses to accept an offered teaching position for which he/she is qualified shall be removed from the recall list and the Board's obligation under this contract to that teacher shall be terminated. Teachers who are certificated for a vacant position but who do not meet qualifications for same under this provision shall have the right to refuse a vacant position for which they are not qualified, without loss of recall rights.

7.10 RECALL BY CERTIFIED MAIL: The Board has fulfilled its responsibility herein by sending a written offer for a job vacancy to a member on the list by certified mail at the last address left by the teacher. Unclaimed, refused or non-deliverable notices as well as failure to respond within ten (10) calendar days shall constitute refusal of the vacancy.

7.11 CONTINUATION OF BENEFITS: Teachers on layoff shall be permitted to remain on the Board insurance plans through COBRA provided the employee pays one hundred percent (100%) of the cost of the premium for said insurance to the treasurer in advance each month. The Board shall assume no responsibility for any cancellations of insurance coverage and its responsibility hereunder shall end if the teacher obtains other employment except as provided under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1986).

ARTICLE VIII - TRANSFERS AND VACANCIES

8.01 VACANCY DEFINED: A vacancy shall be defined as any position in the bargaining unit which the Board determines is to be filled resulting from one of the following:

A. An employee's leaving employment as a result of a termination.
B. An employee transfers to another bargaining unit position.
C. An employee's non-renewal for just cause.
D. An employee's assuming a non-bargaining unit position.
E. The creation of a new bargaining unit position.

F. The death of an employee.

8.02 NOTIFICATION OF VACANCY: Upon the occurrence of a vacancy, teachers will be notified of the vacancy through their District email account. Vacancies shall be posted for five (5) days.

8.03 SUMMER VACANCIES:

8.031 **VACANCIES BETWEEN LAST DAY OF SCHOOL AND June 15:** Vacancies occurring between the last day of school and June 15 shall be posted by the Superintendent and the Superintendent will initiate the automated call system to notify teachers of all certificated vacancies. The posting period shall be for five (5) days after the automated call system is initiated.

8.032 **VACANCIES AFTER June 15:** For vacancies occurring after June 15 the Superintendent will initiate the automated call system to notify teachers.

8.04 CRITERIA FOR FILLING VACANCY: In the filling of the vacancy, the Board shall consider the following variables:

A. Current certification for the vacancy
B. Seniority of those current bargaining unit members who apply for the posted position.
C. Requirements of the position as established by the Superintendent
D. Contributions which teachers could make to pupils
E. Qualifications of teachers who have applied compared to those of outside candidates both for the position which may be vacated and the position to be filled.
F. Opportunity for professional growth
G. Ability to work with other employees

8.05 FILLING THE VACANCY:

8.051 **EXCLUSIVE PROCEDURE:** No vacant position shall be filled using any other method than that stated in this contract.

8.053 **BARGAINING UNIT PREFERENCE:** Each bargaining unit applicant shall have the right to an interview. The Board shall not advertise or fill the position from outside the bargaining unit if a qualified bargaining unit member has applied. If all other qualifications are deemed equal, seniority shall control.

8.054 **WRITTEN REASONS:** A bargaining unit applicant shall be selected or rejected in writing prior to the notification of other individuals. On request, reasons for rejection shall be included in such notification. A bargaining unit member shall not be arbitrarily or capriciously rejected.

8.06 ASSIGNMENT AND TRANSFER: The Board has the right to transfer employees and/or assign duties. No transfers shall be made as a disciplinary action nor shall a transfer be arbitrary or capricious. Should a bargaining unit member be transferred as a result of disciplinary action, the bargaining unit member shall have the right to contest such transfer through the grievance procedure.

8.07 INVOLUNTARY TRANSFER: Teachers, who are transferred involuntarily, shall be provided written reasons for the Superintendent's decision.

ARTICLE IX - NON-RENEWAL

9.01 AUTHORITY: The Board shall non-renew contracts in accordance with O.R.C. 3319.11 unless superseded by the following conflicting provisions of Article 10.

ARTICLE X - EVALUATION

10.01 OTES/OSCES: Any member meeting the statutory definition of teacher or school counselor shall be evaluated in accordance with the Board adopted evaluation policy as supplemented by any memorandum of understanding entered into between the parties.

10.02 NON-OTES/OSCES: Each bargaining unit member who is not subject to the Board adopted evaluation policy will be evaluated pursuant to this section. The member shall be evaluated by his/her building principal. The Superintendent shall assign/designate one principal as the evaluator for bargaining unit members assigned to more than one building. This assignment shall take place no later than September 15 of each school year.

10.03 OBSERVATIONS: The Board must complete at least three observations in the school year in which the teacher's unlimited contract is up for renewal. In years in which the contract does not expire, at least two (2) observations shall be completed unless the teacher has been exempted from the evaluation requirement. The observations shall be at least thirty (30) minutes in length.

10.04 EVALUATION TIMELINE:

a. The first observation cycle shall be completed no later than December 31
b. The second observation cycle shall be completed no later than April 1st but in no case shall it occur within twenty (20) days of the first evaluation cycle.
c. If a third observation cycle is to be completed, it shall be completed no later than May 1st.
d. If a teacher is only required to be observed one time due to the teacher's rating, the observation shall be completed no later than April 30th.

10.05 PRECONFERENCE: A preconference shall be held not more than five (5) work days of the occurrence of the first observation. A preconference shall be held prior to the subsequent observations upon the request of either the teacher or the evaluator. This preconference shall be held not more than five (5) workdays of the occurrence of the observation. A post conference shall be held after each observation. The post conference shall be within ten (10) workdays of the observation, with the report provided to the teacher within five (5) workdays of the conference.

10.06 WALKTHROUGHS: Walkthroughs shall be no shorter than five (5) minutes and no longer than twenty (20) minutes. At least two walkthroughs shall be completed for each evaluation.

10.07 CONTENTS OF EVALUATIONS AND CONFERENCES: All written evaluations and conferences shall include:

A. Specific recommendations for desired improvement.
B. Specific area where improvement is required.
C. Means of obtaining assistance for improvements.

The written evaluation shall be completed on the form contained in Appendix C.

10.08 EXTENDED LEAVE ACCOMMODATIONS: If any teacher up for contract renewal is out on paid or unpaid leave of absence and unavailable to be observed and/or evaluated in accordance with the timelines required by the evaluation procedure, these timelines shall be extended through the end of the school year and the remaining observations/evaluations shall be conducted when the bargaining unit member returns to work during the remainder of the school year. If the teacher's leave of absence is expected to last the entire school year, the Board is excused from evaluating the teacher and may issue a one year contract and evaluate the teacher when he/she returns to work. This section applies to all teachers, whether evaluated according to the Board adopted evaluation procedure or this section.

10.09 RESTRICTIONS: Any complaints regarding deficiencies in the evaluation process for any bargaining unit member, whether evaluated pursuant to Board Policy or this Section shall be subject solely to the grievance procedure set forth in this Agreement. Any evaluation that does not meet the above requirements shall be null and void and the bargaining unit member shall be awarded the limited contract in the proper sequence as defined in the bargaining agreement. Evaluations beyond the required number of evaluations (two) of this article shall be completed as an effort to enhance the teaching techniques and methods of the bargaining unit member and not as a form of harassment. The provisions of this Article are intended to supersede any evaluation requirements of Ohio Revised Code section 3319.111 and 3319.11.

10.10 OTHER ISSUES:

A. If a member wishes to change his/her evaluator for the subsequent school yar, he/she shall put the request, in writing, to the Superintendent no later than May 30th. The Superintendent shall advise the member of the results of the request no later than June 15th.

B. For purposes of reduction in force, the following comparability categories shall be used:

Accomplished and Skilled
Developing
Ineffective

ARTICLE XI - COMMITTEES

11.01 COMMUNICATION COMMITTEE: A committee of not less than two (2) Board members, two (2) Administrators, and the Superintendent shall meet with an Association Committee (upon written request) not later than May 1st to review the following:

A. The number of classes required in a particular grade level.

B. The addition of grade levels or curriculum changes.

11.02 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:

11.021 **PURPOSE**: In accordance with ORC 3319.22, Bright Local School District shall establish a Local Professional Development Committee known as Bright Professional Development Committee (BPDC) by September 1, 1998 to oversee, review, and determine that: course work, continuing education units (CEU's) and/or other equivalent activities an educator in the Bright Local School District proposes, meets the standard adopted by the State Board of Education for obtaining, upgrading and renewing temporary, associate, provisional and professional educator certificates and/or licenses.

Furthermore, BPDC members will be responsible for planning summer academy in-service and waiver days.

11.022 **STRUCTURE**: The Bright Professional Development committee, hereafter known as the BPDC, shall be a District LPDC.

11.023 **BPDC MEMBERSHIP**: The BPDC shall be comprised of five (5) members, the majority of which shall be bargaining unit members. When an administrator's (including the Treasurer) IPDP (Individual Professional Development Plan) is being reviewed, one of the bargaining unit members will step aside and will be replaced temporarily by another administrator to be selected by the Superintendent.

11.024 **BPDC ADMINISTRATOR MEMBERS**: The Superintendent has the right to choose two (2) administrator members.

11.025 **BPDC TEACHER MEMBERS**: BPDC bargaining unit members shall be selected by the BTEA president and approved by the BTEA executive committee.

11.026 **TERMS OF BPDC BARGAINING UNIT MEMBERS**: Bargaining unit members shall serve a term of three (3) years in a staggered rotation to ensure continuity of the BPDC.

11.027 **VACANCIES**: Vacancies shall be filled in the manner of original appointment.

11.028 **RELEASE TIME**: Members of the BPDC shall be released during the regular school day to attend scheduled meetings. Such release time shall be arranged in advance and approved by the Superintendent.

11.029 **PAYMENT**: Every school year each BPDC member shall receive a stipend of $900, paid over a monthly basis.

11.030 **COST**: BPDC members will be paid for all appropriate costs associated with training, travel, and matters related to BPDC activities as approved by the Superintendent and such approval shall not be arbitrarily or unreasonably withheld.

11.031 **APPEALS PROCESS**: An educator may request a written explanation of the decision of the BPDC. Upon receipt of an appeal the BPDC shall meet within ten (10) days with the educator to discuss his/her case. The appeal shall be filed with the Chairperson of the BPDC. If, after the reconsideration process has taken place, the BPDC and the educator are still unable to come to agreement, a third party should review the decision. The third party shall consist of one licensed educator selected by the BPDC, one licensed educator selected by the educator, and one licensed educator agreed upon by the above two. These three will function as a panel to review the BPDC decision and either uphold it or overturn it. The decision of the BPDC shall not be grievable pursuant to Article III of this Agreement. However, an educator shall retain the right to file appropriate legal action.

11.032 **OPEN MEETINGS ACT**: The BPDC shall operate under the auspices of the Open Meetings Act.

ARTICLE XII - SALARY AND SUPPLEMENTAL SALARIES

12.01 SALARY SCHEDULE: Bargaining unit members shall be paid according to the salary schedule contained in the appendices to this contract.

The base salary for school year 2025-2028 shall increase by six percent (6.0%)
The base salary for school year 2026-2027 shall increase by three percent (3.0%).
The base salary for school year 2027-2028 shall increase by three percent (3.0%).

12.011 MA+30 COLUMN: In order for course work credits to be accepted for placement

on the MA+30 column it must meet the criteria in Article 12.03 and 12.031.

12.02 PLACEMENT ON SALARY SCHEDULE--INCREMENTS: One hundred twenty (120) days of teaching under contract with the Bright Local Board shall be equivalent to one (1) year of experience. In order for a day to count towards a year of experience, the teacher must have worked the equivalent of at least one-half (1/2) of the regular work day or be on an approved paid leave of absence. Teachers' experience in other districts shall receive full service credit for their years of experience for the purpose of salary schedule placement up to fifteen (15) years. Military service will be granted for placement on the salary schedule when originally hired in accordance with Ohio Revised Code Section 3317.13. This provision shall supersede any conflicting provisions of Ohio Revised Code sections 3317.13 and 3317.14.

12.03 HORIZONTAL PLACEMENT/ADVANCEMENT: Salary schedule adjustments for additional semester and/or hours shall be limited to the start of the school year. In order to be placed on a different column on the teacher's salary schedule, the teacher must file by September 15 with the Treasurer, an official transcript showing successful completion of additional course work which would entitle the teacher to be placed in a different column of the salary schedule.

12.031 **COURSE WORK CREDITS:** In order for course work credits to be accepted for horizontal placement on the salary schedule it must meet the following criteria:

1. Credit must be from an accredited university or college. The credits must be from an institution that would be recognized acceptable by the Bright Local School District Local Professional Development Committee (BPDC).

2. Course work must be in the area of professional education as defined in the regulations for teacher certification**/**licensure in Ohio; or in the area of certification**/**licensure in which the person is presently teaching; or in the area of certification**/**licensure for which the person is pursuing a planned program toward additional certification**/**licensure (the planned program must be verified by the college or university advisor) or has been approved in advance by the BPDC as being pertinent to his/her improvement as a teacher in the district.

12.04 SUPPLEMENTALS: The Bachelor's Degree with no experience will be multiplied by the index and the product will be the salary for the Supplemental Contracts:

12.041 **METHOD OF PAYMENT:** All supplemental salaries will be divided equally among their payment period: All Year Activities (September-May), Fall Activities (September-December), Winter/Spring Activities (January-May). If an employee does not complete a supplemental contract, the portion of salary paid for supplemental contract work not completed will be deducted from his/her remaining checks with verification to the employee of such deduction.

12.042 **EXCEPTIONS:** The only exceptions are categories VII, VIII and IX which shall be paid in a lump sum payment**.** Any required paperwork is due in the treasurer's office by June 15 and payment shall be made no later than June 30. In category VII, JH Cross Country and 7th & 8th Grade Volleyball shall be paid according to their Fall payment period.

12.043 **VACANCIES:** Should the Board decide not to fill a supplemental position with the same teacher who held the position during the prior school year, the open supplemental position will be posted in accordance with the posting procedures of this agreement.

Category	Index	Payment Period	Position
I	0.14	All Year	Boys Varsity Basketball
		All Year	Girls Varsity Basketball
		Winter/Spring	Varsity Baseball
		Winter/Spring	Varsity Softball
II	0.12	Fall	Varsity Volleyball
		Fall	Boys Varsity Soccer
		Fall	Girls Varsity Soccer
		Winter/Spring	High School Track
		Fall	High School Cross Country
III	0.10	All Year	Boys Reserve Basketball
		All Year	Girls Reserve Basketball
		Fall	Golf
		Winter	Bowling
IV	0.09	All Year	High School Cheerleading
V	0.07	All Year	Boys Freshman Basketball
		All Year	Girls Freshman Basketball
		Winter/Spring	Reserve Baseball
		Winter/Spring	Reserve Softball
		All Year	JH/HS Yearbook Advisor
		Fall	Reserve Volleyball
			Boys Reserve Soccer
			Girls Reserve Soccer
VI	0.06	Winter/Spring	Jr. High Track
		All Year	7th Grade Boys Basketball
		All Year	8th Grade Boys Basketball
		All Year	7th Grade Girls Basketball
		All Year	8th Grade Girls Basketball
		All Year	Jr. High Cheerleading ~~Advisor~~
VII	0.04	Fall	Jr. High Cross Country
		Fall	8th Grade Volleyball
		Fall	7th Grade Volleyball
		June 30	Senior Class Sponsor
		June 30	Junior Class Sponsor
		June 30	National Honor Society
		June 30	High School Academic Team
		June 30	Jr. High Academic Team
		June 30	7th Grade Power of the Pen
		June 30	8th Grade Power of the Pen
		June 30	School Play/Drama Club

		All Year	Student Council
		Spring	E Sports
VIII	0.03	All Year	Elementary Yearbook Advisor
		Winter/Spring	Assistant Track and Field
		Winter/Spring	Assistant Baseball
		All Year	Assistant Basketball

Athletic Director (May be split)	$9,000.00
High School Curriculum Coord.	$3,000.00
Elementary Curriculum Coord.	$3,000.00
Jr./Sr. High Discipline Coordinator	$25/hour
Technology Coordinator	$8,000.00
Site Manager/Asst. Athletic Director	$3,000.00
Title 1/CCIP Coordinator	$5,000.00
FFA Advisor	$1,500.00
BPDC Committee	$ 900.00

12.05 EXTENDED SERVICE: This amount shall be paid at the current per diem rate. (salary schedule)

Director of Literacy – 5 days

High School Librarian - 10 days extended service

Band and Choir - 10 days extended service

Guidance Counselor (Certified) - 20 days extended service; 5 additional extended days shall be added for the purposes of summer testing.

Vocational Agriculture--Combined total of all instructors receiving extended days for Vocational Agriculture shall be a minimum of 90 days and a maximum of 120 days. No individual instructor shall receive more than 60 extended days. To make any changes from the current amount of extended days provided for each instructor, the Superintendent shall meet with the Vocational Agriculture instructors by May 1 of each year to discuss the proposed changes for the next school year.

12.051 **ALTERNATE DATES:** Alternate dates of extended service may be approved by the building administrator.

12.052 **ANNUAL CONTRACT:** All extended service will be included in annual contract amount.

12.06 PAYDAYS: In the event a payday falls on a day when school is not in session, the paycheck shall be issued on the last work day of that week. Payment shall be through direct deposit.

12.07 MENTORS: In keeping with the requirements of the Ohio Department Education (ODE), Members who volunteer to participate in the Resident Educator program, shall be paid at a rate of $500 per year, per Resident Educator. Payment shall be made in increments of

$250 in the first pay period after January 15. The second payment of $250 shall be made at the end of the school year in the first pay period after June 15. The duties and responsibilities of the mentors shall be as outlined in the guidelines determined by the ODE. Mentors are expected to provide time sheets with dates and hours worked with Resident Educator to the treasurer's office by January 15 and June 15 in order to be paid by the dates indicated above. If the paperwork is not received in the treasurer's office by the dates indicated, payment may be delayed until the next pay cycle.

ARTICLE XIII - FRINGE BENEFITS

13.01 SEVERANCE PAY: A teacher who resigns his/her employment with the Board for the purpose of retirement and meets all of the following requirements as of his/her last work day shall be eligible for severance pay.

1. Retirement (disability or service) from active service with the public schools of Ohio.

2. At the time of resignation, the teacher must have five (5) or more years of teaching service with the district.

3. The teacher must be eligible to participate in and receive benefits from the State Teachers Retirement System beginning the first day after his/her last day of employment with the Board.

4. The teacher receives his/her first check from the State Retirement System within one hundred and twenty (120) days of his/her last workday with the district.

5. Severance pay benefits for a member of the bargaining unit eligible for benefits under this section who dies while on active service or on an approved leave of absence shall be paid to the member's Life Insurance beneficiary.

13.011 **SEVERANCE PAY FORMULA:** Eligible teachers meeting all of the above criteria shall receive one-fourth (1/4) of their accumulated but unused sick leave to a maximum of fifty (50) days. In the event a teacher is eligible to receive the maximum of fifty (50) days, they shall then be entitled to an additional five (5) days severance pay, not to exceed fifty-five (55) days. Payment of such severance pay shall be at the teacher's daily rate of pay at the time of retirement.

13.012 **ELIMINATION OF SICK LEAVE:** The payment of severance pay as provided herein shall eliminate the remainder of the teacher's sick leave credit previously accrued by him/her.

13.02 HEALTH INSURANCE: The Board shall provide the current health insurance plan available through the Brown County Health Consortium or its equivalent. The Board shall pay eighty-nine percent (89%) of the premium of either the single or family plan. Beginning with the 2018-2019 school year, the Board shall pay 87.5% of the premium of either the single or family plan. Beginning with the 2019-2020 school year, the Board shall pay 87% of the premium of either the single or family plan.

13.03 DENTAL INSURANCE: The Board shall pay ninety-five percent (95%) of the monthly premium costs for the dental plan defined in Appendix G (which will be on file in each office)

or its equivalent for each member of the bargaining unit the maximum of one per family. The plan shall provide for a lifetime maximum for orthodontic services of $2,000 per person.

13.04 TERM LIFE: The Board shall pay one hundred percent (100%) of the premium of a term life insurance policy for each member of the bargaining unit. The face value of the policy shall be $50,000.

13.05 VISION INSURANCE: The Board shall pay one hundred percent (100%) of the premium for a single or family vision insurance plan. The plan shall provide for vision examinations, lenses and frames once every twenty-four (24) months. The plan shall also provide for necessary contact lenses.

13.06 CANCER INSURANCE: The Board shall offer a supplemental cancer insurance policy. The employee shall pay 100% of the premium, which may be payroll deducted at the option of the employee.

13.07 TAX SHELTERED ANNUITY: Each bargaining unit member shall have the right to participate in a tax sheltered annuity or mutual fund providing five percent (5%) of the staff participates. The amount to be sheltered shall be payroll deducted and forwarded by the treasurer to the appropriate company as designated by the employee.

13.08 STRS ANNUITIZED PICK UP: The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid. The procedure shall be as follows: The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked up" by the Board although they shall continue to be designated as employee contributions. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the current percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up," nor shall the Board's percentage amount of the employee's mandatory STRS contribution. No employee's total salary shall be increased by such "pick-up," nor shall the Board's total contribution to STRS be increased thereby. There shall be no increased cost to the Board, except administrative costs necessary to implement this program.

13.081 **INDEMNIFICATION:** The members of the bargaining unit acknowledge that the Board is not liable as the result of the implementation of this program and that the employee shall assume any liability as the result of an adverse ruling by the Internal Revenue Service. If there is an adverse determination by the courts or the Internal Revenue Service, this pick-up provision shall become null and void.

13.09 TUITION REIMBURSEMENT: The Board shall provide twelve thousand five hundred dollars ($12,500.00) tuition reimbursement per year according to the following provisions:

13.091 **COURSE OF STUDY:** Tuition reimbursement shall apply only toward work beyond the BA level and shall be related to the current assignment or area of certification of the employee. The reimbursement shall be payable only while in continuous employment of Bright Local Schools and upon presentation of a passing grade in the class. Additional classes may be approved by the Superintendent.

13.092 **PAYMENT LIMITS:** The amount payable to any teacher shall be the cost of up to

a total of two (2) semester hours or its equivalent per school year (September-August). In no event shall payment exceed the actual cost per semester hour.

13.093 **COURSE WORK REIMBURSEMENT REQUIREMENTS:** All course work claimed for reimbursement shall:

1. Have been requested by a bargaining unit member on the proper form (Appendix D).

2. Have been satisfactorily completed by the bargaining unit member and either a grade slip or a transcript submitted to the Treasurer as evidence of successful completion of the course work.

3. If the total amount requested exceeds the amount allocated that school year, all eligible employees will receive an amount based on the total number of employees approved.

4. Any employee who leaves the employ of the Bright Local School District before the next school year will not be eligible for reimbursement.

13.094 **REIMBURSEMENT SCHEDULE:** All documentation must be on file by September 15 and reimbursement shall be paid with the September 30 payroll.

13.10 IRS 125 PLAN PART A AND B:

PART A - The Board will offer all bargaining unit members a Section 125 Plan to shelter their insurance contributions.

PART B - PLAN 125 FLEXIBLE SPENDING ACCOUNT (FSA): The Board will also make available to any employee that requests, a 125 plan which includes a Flexible Spending Account (FSA). This plan shall allow employees to use pre-tax dollars to pay child and elder dependent care expenses and non-reimbursed medical, dental, and/or prescription drug bills.

ARTICLE XIV - EMPLOYMENT OF RETIRED TEACHERS

14.01 EMPLOYMENT OF RETIRED TEACHERS: Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Bright Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Bright Local Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

14.02 SALARY: The salary to be paid to the returning teacher shall be determined by the teacher and the Board. To the extent this provision shall be in conflict with Chapter 3317 or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict. Any current retired/rehired employee, hired on or before the 2009-2010 school year, would remain at his/her current salary level.

14.03 INSURANCE: Individuals employed pursuant to this provision shall secure their health insurance coverage as specified in Article 13.02 of the Collective Bargaining Agreement.

14.04 CONTRACT: Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

Each one year contract shall automatically expire upon completion of the year and it shall not be necessary for the district to take formal action pursuant to Section 3319.11 of the Ohio Revised Code in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

14.05 RIGHTS: Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

In the event of a reduction in force, the re-employed teacher will not be considered to have any seniority over any other teacher, although the re-employed teacher will be a member of the bargaining unit.

14.06 LEAVES: Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.

14.07 TERMS: This provision shall supersede and replace 124.39, 3319.17, 3319.08, 3319.11, 3319.111, 3319.12, 3319.141, 3319.17, 3313.202 and Chapter 3317 of the Ohio Revised Code.

ARTICLE XV - EFFECTS OF THE AGREEMENT

15.01 COMPLETE AGREEMENT: This agreement constitutes the sole and complete agreement between the parties hereto and supersedes and controls over all prior agreements, written or oral, between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each of them had the opportunity to make demands and proposals and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this agreement. Therefore, the Board and Association, for the life of this agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement.

15.02 SEVERABILITY: If any provision of this agreement is determined to be contrary to law, then such provision shall be invalid but all other provisions of the contract shall remain in full force and effect. In the event a provision is determined to be invalid, at the request of either party, negotiations shall begin within thirty (30) days on a replacement for the invalid language.

15.03 MAINTENANCE OF STANDARDS: During the duration of this agreement, the Board shall maintain all terms, conditions and benefits of employment at not less than the level in effect as of the effective date of this contract.

15.04 SUPREMACY OF AGREEMENT: The Board shall change its personnel policies and practices as may be necessary in order to give full effect and force to this agreement. Should there be a conflict between this contract and any such policy and practice, then the terms of this agreement shall prevail.

15.05 PRINTING OF AGREEMENT: Upon execution of the Agreement, the Association President shall be provided an electronic copy of the fully executed Agreement and the Agreement shall be posted on the District intra-net.

15.06 DURATION OF CONTRACT: In witness thereof, the parties have caused this contract to be executed on 23 day of April, 2025, and such contract will continue to be in full force and effect from July 1, 2025 until the 30th day of June, 2028.

BRIGHT LOCAL BOARD OF EDUCATION

4-23-25
President Date

4-23-25
Superintendent Date

4/23/25
Treasurer Date

BRIGHT TEACHERS EDUCATION ASSOCIATION

4/30/25
President Date

5/5/25
Negotiating Team Member Date

5/5/25
Negotiating Team Member Date

APPENDIX A - COMPLAINT POLICY

BRIGHT LOCAL SCHOOL DISTRICT

Complainant _____

Date _____

Student _____

Grade _____

Teacher _____

Building _____

Nature of Complaint: _____

_____

_____

_____

_____

_____

_____

_____

Relief Requested: _____

_____

_____

_____

_____

_____

_____

_____

Signature of Complainant_____

APPENDIX B - PAY DEVIATION SHEET
BRIGHT LOCAL SCHOOL DISTRICT

Submit in Duplicate

EMPLOYEE NAME _____ PAY PERIOD _____

THRU _____

	Time	Internal Substitute Time To Be Paid	Explanation
DAY	PERIOD OF DAY		
M			
T			
W			
T			
F			
S			
S			
M			
T			
W			
T			
F			
S			
S			

TOTAL _____

_____ _____ _____

Immediate Supervisor Employee Date

APPENDIX C - GRIEVANCE REPORT FORM

BRIGHT LOCAL SCHOOL DISTRICT
BRIGHT LOCAL TEACHERS EDUCATION ASSOCIATION

(To be filed in triplicate)

Grievance # _____ Date Filed _____

Name of Aggrieved _____

Building _____ Assignment _____

Date Cause of Grievance Occurred _____

LEVEL TWO
(Submitted to Building Principal/Immediate Supervisor)

Statement of Grievance:

Relief Sought:

Signature of Aggrieved _____ Date _____

Disposition by Principal/Immediate Supervisor:

Signature of Principal/ _____ Date _____
Immediate Supervisor

LEVEL THREE
(Submitted to Superintendent)

Disposition by Superintendent:

Signature of Superintendent _____ Date _____

APPENDIX D - TUITION REIMBURSEMENT
BRIGHT LOCAL SCHOOLS

Name _____ Date _____

Building _____

Current Teaching Assignment _____

Current Area(s) of Certification _____

_____

_____

_____

Name of Course (including level and course number) _____

Location of Course _____

Date of Course (beginning and ending) _____

Anticipated Cost of Course (tuition only) _____

Description of Course and how it is related to your current assignment or area of certification _____

_____

_____

_____

_____

_____

Approved by Superintendent _____

NOTE: Payment shall only be made after approval by the Superintendent, satisfactory completion of a course, and a copy of the grade slip or a transcript submitted to the Treasurer of the district prior to September 15.

APPENDIX E – 2025-2026 SALARY SCHEDULE

Bright Local School District		BASE =	$39,684		
Certified Salary Schedule for 2025-2026		Percent Increase = 6%			
STEP	**No Degree**	**BA**	**150 HRS.**	**MA**	**MA+15**	**MA+30**
0	34128	39684	41192	43454	45637	47145
	0.8600	1.0000	1.0380	1.0950	1.1500	1.1880
1	35557	41192	42898	45359	47740	49327
	0.8960	1.0380	1.0810	1.1430	1.2030	1.2430
2	36985	42700	44605	47264	49843	51510
	0.9320	1.0760	1.1240	1.1910	1.2560	1.2980
3	38414	44208	46311	49168	51946	53692
	0.9680	1.1140	1.1670	1.2390	1.3090	1.3530
4	39843	45716	48018	51073	54050	55875
	1.0040	1.1520	1.2100	1.2870	1.3620	1.4080
5	41271	47224	49724	52978	56153	58058
	1.0400	1.1900	1.2530	1.3350	1.4150	1.4630
6		48732	51430	54883	58256	60240
		1.2280	1.2960	1.3830	1.4680	1.5180
7		50240	53137	56788	60359	62423
		1.2660	1.3390	1.4310	1.5210	1.5730
8		51748	54843	58693	62463	64606
		1.3040	1.3820	1.4790	1.5740	1.6280
9		53256	56550	60597	64566	66788
		1.3420	1.4250	1.5270	1.6270	1.6830
10		54764	58256	62502	66669	68971
		1.3800	1.4680	1.5750	1.6800	1.7380
11		56272	59963	64407	68772	71153
		1.4180	1.5110	1.6230	1.7330	1.7930
12		57780	61669	66312	70876	73336
		1.4560	1.5540	1.6710	1.7860	1.8480
17		59288	63375	68217	72979	75519
		1.4940	1.5970	1.7190	1.8390	1.9030
22			65082	70122	75082	77701
			1.6400	1.7670	1.8920	1.9580
27				72026	77185	79884
				1.8150	1.9450	2.0130
32					79289	82067
					1.9980	2.0680

APPENDIX F – 2026-2027 SALARY SCHEDULE

Bright Local School District		BASE =	$40,875		
Certified Salary Schedule for 2026-2027		Percent Increase = 3%			
STEP	**No Degree**	**BA**	**150 HRS.**	**MA**	**MA+15**	**MA+30**
0	35153	40875	42428	44758	47006	48560
	0.8600	1.0000	1.0380	1.0950	1.1500	1.1880
1	36624	42428	44186	46720	49173	50808
	0.8960	1.0380	1.0810	1.1430	1.2030	1.2430
2	38096	43982	45944	48682	51339	53056
	0.9320	1.0760	1.1240	1.1910	1.2560	1.2980
3	39567	45535	47701	50644	53505	55304
	0.9680	1.1140	1.1670	1.2390	1.3090	1.3530
4	41039	47088	49459	52606	55672	57552
	1.0040	1.1520	1.2100	1.2870	1.3620	1.4080
5	42510	48641	51216	54568	57838	59800
	1.0400	1.1900	1.2530	1.3350	1.4150	1.4630
6		50195	52974	56530	60005	62048
		1.2280	1.2960	1.3830	1.4680	1.5180
7		51748	54732	58492	62171	64296
		1.2660	1.3390	1.4310	1.5210	1.5730
8		53301	56489	60454	64337	66545
		1.3040	1.3820	1.4790	1.5740	1.6280
9		54854	58247	62416	66504	68793
		1.3420	1.4250	1.5270	1.6270	1.6830
10		56408	60005	64378	68670	71041
		1.3800	1.4680	1.5750	1.6800	1.7380
11		57961	61762	66340	70836	73289
		1.4180	1.5110	1.6230	1.7330	1.7930
12		59514	63520	68302	73003	75537
		1.4560	1.5540	1.6710	1.7860	1.8480
17		61067	65277	70264	75169	77785
		1.4940	1.5970	1.7190	1.8390	1.9030
22			67035	72226	77336	80033
			1.6400	1.7670	1.8920	1.9580
27				74188	79502	82281
				1.8150	1.9450	2.0130
32					81668	84530
					1.9980	2.0680

APPENDIX G – 2027-2028 SALARY SCHEDULE

Bright Local School District		BASE =	$42,101			
Certified Salary Schedule for 2027-2028		Percent Increase = 3%				
STEP	**No Degree**	**BA**	**150 HRS.**	**MA**	**MA+15**	**MA+30**
0	36207	42101	43701	46101	48416	50016
	0.8600	1.0000	1.0380	1.0950	1.1500	1.1880
1	37722	43701	45511	48121	50648	52332
	0.8960	1.0380	1.0810	1.1430	1.2030	1.2430
2	39238	45301	47322	50142	52879	54647
	0.9320	1.0760	1.1240	1.1910	1.2560	1.2980
3	40754	46901	49132	52163	55110	56963
	0.9680	1.1140	1.1670	1.2390	1.3090	1.3530
4	42269	48500	50942	54184	57342	59278
	1.0040	1.1520	1.2100	1.2870	1.3620	1.4080
5	43785	50100	52753	56205	59573	61594
	1.0400	1.1900	1.2530	1.3350	1.4150	1.4630
6		51700	54563	58226	61804	63909
		1.2280	1.2960	1.3830	1.4680	1.5180
7		53300	56373	60247	64036	66225
		1.2660	1.3390	1.4310	1.5210	1.5730
8		54900	58184	62267	66267	68540
		1.3040	1.3820	1.4790	1.5740	1.6280
9		56500	59994	64288	68498	70856
		1.3420	1.4250	1.5270	1.6270	1.6830
10		58099	61804	66309	70730	73172
		1.3800	1.4680	1.5750	1.6800	1.7380
11		59699	63615	68330	72961	75487
		1.4180	1.5110	1.6230	1.7330	1.7930
12		61299	65425	70351	75192	77803
		1.4560	1.5540	1.6710	1.7860	1.8480
17		62899	67235	72372	77424	80118
		1.4940	1.5970	1.7190	1.8390	1.9030
22			69046	74392	79655	82434
			1.6400	1.7670	1.8920	1.9580
27				76413	81886	84749
				1.8150	1.9450	2.0130
32					84118	87065
					1.9980	2.0680

APPENDIX H – DENTAL SCHEDULE OF BENEFITS

Maximum Benefit each Calendar Year for
Diagnostic & Preventative, Basic, and Major Services.....$1,500.00

Lifetime Maximum for Orthodontic Services per person $2,000.00

Individual Deductible.....$25.00

Family Deductible $50.00

Percentages (of reasonable and customary) or scheduled amounts payable for covered dental expenses:

Diagnostic & Preventative	100%
Basic Services	80%
Major Services	60%
Orthodontic Services	60%

Refer to the Certificate of Insurance for more details concerning individual coverage.

DRUG FREE WORKPLACE POLICY AND AWARENESS PROGRAM

It is the Policy of Bright Local Board of Education to establish a drug free workplace. Drug or alcohol abuse in the workplace is dangerous and can lead to harm to not only the person abusing drugs or alcohol but also to fellow employees and students. It is especially important that employees not use drugs or alcohol in the workplace in view of the fact that, as employees within the schools, the conduct of all board of education employees can potentially influence children within the schools.

For these reasons Bright Local Board of Education is committed to maintaining a drug free workplace, and will enforce a policy requiring all employees to refrain from the use, sale, purchase, possession, or being under the influence of drugs or alcohol while on the job, on school premises, or on or while using school equipment. Employees who fail to comply with this policy will be subject to discipline, up to and including termination from employment.

Any employee convicted of an offense under a criminal drug statute must report his/her conviction to the administration no later than five (5) working days after the conviction. Failure to do so will result in discipline up to and including termination from employment.

The board of education does not maintain a drug/alcohol rehabilitation program, but the following are programs within the community available to employees who need help with a drug or alcohol problem.

1. Highland County Alcoholism Center
2. Talbot Hall, St. Anthony's Hospital

EMPLOYEE'S CERTIFICATION

I have received a copy of the foregoing Drug Free Workplace Policy and Awareness Program, have read its contents, and understand that I may be disciplined, up to and including termination from employment for failure to comply with the foregoing policy.

_____

Employee's Signature

_____

Employee Name

_____

Date

CERTIFICATE

O.R.C. 5705.412

RE: Agreement between the Bright Local Board of Education and the Bright Teachers Education Association, July 1, 2013 – June 30, 2015.

IT IS HEREBY CERTIFIED that the BRIGHT LOCAL SCHOOL DISTRICT BOARD OF EDUCATION has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

BRIGHT LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

BY:

Treasurer

BY:

Superintendent of Schools

BY:

President, Board of Education

DATED: