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MASTER AGREEMENT

BETWEEN

COLUMBUS GROVE LOCAL BOARD OF EDUCATION

AND

COLUMBUS GROVE LOCAL EDUCATION ASSOCIATION

August 25, 2026 - August 24, 2028

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ARTICLE I ASSOCIATION RECOGNITION

A. ASSOCIATION RECOGNITION

The Columbus Grove Local Board of Education (hereinafter referred to as the Board), recognize the Columbus Grove OEA/NEA Local Education Association (hereinafter referred to as the Association) as the sole and exclusive representative for the purposes and exercise of such rights as defined and set forth in ORC 4117 for all professional staff members in the employee bargaining unit as set forth in section "B" herein.

B. BARGAINING UNIT

The bargaining unit will be defined as all certificated personnel employed by the Board whether on leave, on per diem basis, or otherwise employed, or any other persons performing or to perform any work normally performed by bargaining unit members or any similar work including by way of illustration only but not limitation, classroom teachers (K-12, adult, special, vocational, and full-time substitutes), guidance counselors, attendance officers, athletic directors and tutors. Substitutes employed for sixty (60) or more consecutive days in the same teaching position shall also be members of the bargaining unit but shall not be subject to or entitled to any benefits as provided by the (a) evaluation (b) non renewal or (c) sequence of contracts provisions herein. The sequence provisions herein shall not apply to intervention tutors employed by the Board.

The following shall be excluded from the bargaining unit: Superintendent of schools, assistant Superintendent, if any, principals, assistant principals or other administrative personnel, if any, and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit or have the responsibility to make recommendations thereon and where their administrative duties are at least fifty (50) percent of their assigned time, confidential employees, management level employees, supervisors, and seasonal and casual employees as determined by the State Employment Relations Board (hereinafter referred to as SERB) shall not be considered to be a part of the bargaining unit.

No teacher as defined in section 3319.09 of the Revised Code shall be designated as a supervisor, a management level employee, or administrator excluded from the bargaining unit unless he/she is employed under a contract governed by section 3319.01, 3319.011, or 3319.02 of the Revised Code, and is assigned to a position for which a license is required by divisions (E), (F), (G), (H), (J), (L), and (M) of section 3319.22 of the Revised Code, or is a supervisor certified under division (I) of section 3319.22 of the Revised Code.

Association representation will include any newly created position unless such employment position is among those excluded and noted above.

Wherever the term(s) "professional staff member", "employee", or "teacher" appear in this agreement, they shall be taken to mean a member(s) of the bargaining unit covered by this agreement.

The Association recognizes that the Board is the duly elected body charged by law with the sole authority and responsibility to establish the education and other policies of the Columbus-Grove Local School District. The Association further recognizes that the Board retains unto itself all of the authority vested in it by Ohio Law except as may be expressly limited by a specific provision of this contract or by law.

The Association President or his/her designee will submit a list of the names and addresses of the elected officers of the Association.

ARTICLE II ASSOCIATION RIGHTS

Exclusive recognition shall entitle the Association to the following organizational rights:

A. USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association will have the right to use school buildings without cost at reasonable times for meetings provided such meetings have been scheduled in advance with the Superintendent. The Association may use school building rooms for the purpose of committee or other similar small meetings provided such meetings will not interrupt or disturb any other previously scheduled activities.

The Association building representative will have permission to use individual school equipment, duplicating equipment, and all types of audio visual equipment, when such equipment is not otherwise in use. The Association shall be responsible for any damage to this equipment caused by the negligence of its members and/or representatives while being used for association related matters. Supplies used in connection with such equipment will be purchased in advance by the Association.

B. PURCHASE OF SCHOOL SUPPLIES

The Association may purchase supplies and materials from the Board's supplies at the price paid by the Board.

C. DISSEMINATION OF INFORMATION

The Association or its representatives shall have the right to:

1. Place notices, circulars, and other material in all teachers' mailboxes.

2. Use the inter-school mail system to distribute material of the type described above.

3. Use, in each building, a reasonable amount of space on existing bulletin boards located in the teacher lounge areas readily accessible to and normally frequented by teachers.

4. Make brief announcements at faculty meetings.

D. PAYROLL DEDUCTION

The following payroll deductions will be provided at no cost to the professional staff member:

1. United Teaching Profession dues - Teachers may at any time until October 1st sign and deliver to the Board a form authorizing payroll deduction of membership dues and assessments of the recognized Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.

   Such deduction shall be made in equal amounts, for all individuals so authorizing beginning with the last paycheck in October and for each of the next paychecks until and including the last pay check in June. All money so deducted shall be remitted monthly to the Treasurer of the Association, accompanied by a list of teachers from whom the deductions are made and the amount for each said teacher.

   If a teacher gives written notice to the Treasurer of the Board to discontinue such deductions, then within two (2) days, the Board Treasurer shall provide the Association Treasurer the names of said teachers making such request.

2. Credit Union - If five (5) or more individuals indicate a desire to participate in the credit union via payroll deduction, such service will be provided.

3. Tax Sheltered Annuities.

4. Political Contributions- Payroll deduction of contributions for or to political parties will be provided for contributions of at least $1.00 or more per pay.

E. PERSONNEL DIRECTORY

The administration will provide all professional staff members with a directory listing the names, addresses, listed phone numbers and job assignments on record of all employees of the Board.

F. SCHOOL BOARD

I. Meeting Notice and Agenda - The president of the Association will be given notice and supplied with an agenda of all regular and special Board meetings at the same time they are made available to the Board or the press, whichever comes first.

2. Association Participation - A representative of the Association shall be permitted to address the Board at each Board meeting. The Association may also arrange to be placed on the printed agenda by submitting a written request one (1) week in advance of the meeting to the superintendent.

3. Minutes and Other Public Documents - At no cost to the Association, and upon request, the president of the Association will be supplied with all public reports and information regularly maintained by the Board.

G. NEW STAFF

I. Names and addresses of newly employed professional staff members shall be provided to the Association following Board approval of their contract.

2. At the first day orientation meeting, the Association will be provided the opportunity to address the staff following the close of the comments or address by the Superintendent and/or other administration.

H. ASSOCIATION BUSINESS DURING SCHOOL HOURS

The Association shall be permitted to transact its official business on school property during the school day as long as it will not interfere with the teaching responsibilities of a teacher or attempt to interrupt normal school operations. The principal has the right to halt any activities which will interrupt normal school activities.

The President of the Association and/or a designee and/or the UniServ Consultant for the Association shall have the right to visit schools and individual teachers so long as such visits will not interfere with the normal teaching duties of the professional staff member to be contacted. Upon arrival at a building, the UniServ consultant will first check with the building principal or his designee prior to making any visitations.

I. ASSOCIATION LEAVE

The President of the Columbus Grove Education Association or his/her designee, or elected delegates to meetings of the Ohio Education Association, or other State and National organizations affiliated with same may attend official meetings of these bodies which are required of them in their elected or appointed positions without loss of pay for a cumulative total of all such days not to exceed four (4) days. No expense for such meetings, other than substitute service shall be paid by the Board.

J. RIGHTS UNDER THE LAW

Nothing contained herein will be construed to restrict or deny any professional staff member's rights they may have under the law.

K. NO REPRISAL CLAUSE

There will be no reprisals or penalties of any kind taken against or levied upon any professional staff member by reason of his/her membership in the Association or participation in any of its activities.

ARTICLE III NEGOTIATION PROCEDURES

A. COMMITMENT TO BARGAIN/SCOPE OF NEGOTIATIONS

The Board of Education shall enter into negotiations with the Association for the purpose of achieving a signed agreement covering compensation, hours, terms and other conditions of employment, the continuation, modification, or deletion of any existing provision of a collective bargaining agreement other matters of concern of the Association or the Board.

Both parties agree to conduct negotiations in "Good Faith." "Good Faith" requires that the Association and the Board provide reasons for their proposals and counterproposals and be willing to react to each other's proposals and make concessions with the intent of reaching agreement. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" shall not require either party to make a concession or change its position on a proposal being

negotiated. "Good Faith" does not mean that either negotiations team is given authority to make final commitment for the Board or Association.

B. ACCESS TO INFORMATION

Upon request by the Association and in compliance with the Ohio Revised Code, Section 149.43, the Board shall supply all public information, financial or otherwise relative to the operation of the school district.

Upon request of the Association, the Board and Superintendent agree to furnish in a reasonable period of time such other routinely prepared information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the bargaining unit members, the students and the educational program.

The Association agrees to furnish all available information for its proposals to the Board's negotiating team to support the development of the aforementioned programs for the school district.

Personal notes and/or rationale developed to support proposals shall not be construed as information available for exchange except as may be divulged as part of a proposal or as otherwise may be released by the respective parties.

C. DIRECTED REQUESTS

Requests to open negotiations for a successor agreement shall be submitted not earlier than one hundred twenty (120) days or later than sixty (60) days prior to the expiration of this agreement. Such requests to open negotiations shall be in writing and shall be sent by certified mail or hand delivered to the receiving party. If such request is hand delivered, the receiving party will initial the sender's copy. Board requests shall be directed to the president of the Association. Association requests shall be directed to the president of the Board of Education.

1. The written request for professional negotiations shall include:

    a. Date of writing.
    b. Statement of purpose of meeting.
    c. Name, address, and phone number of the person to contact representing the Association.

A representative of the Association will meet with the Superintendent for the purpose of establishing a mutually satisfactory time, date and place for the first bargaining meeting.

2. A written reply acknowledging the result of such meeting shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include:

   a. Date of writing.
   b. Recognition of request for a professional negotiations meeting.
   c. Time, place and date of mutually agreeable initial negotiating session.

The initial negotiations session shall be held within fourteen (14) school days following receipt of a request by either party unless both parties agree to a later date.

D. NEGOTIATING PERIOD

Unless the parties mutually agree otherwise, the length of the negotiating period for any successor agreement shall be a maximum of sixty (60) school days, exclusive of mediation or any impasse procedures, and commencing with the initial agenda setting session. "School Days" shall mean normal work days when school is in session and students in attendance.

The negotiating period shall not extend beyond sixty (60) calendar days prior to the expiration date of this agreement, unless the extension is mutually agreed to by the Association and the Board.

E. COMPOSITION OF NEGOTIATING TEAMS

The Association shall, without restriction, select those individuals who shall comprise the Association negotiating team, the total not to exceed five (5).

The Board shall, without restriction, select those individuals who shall comprise the Board's negotiating team, the total not to exceed five (5).

F. INITIAL NEGOTIATING SESSION/SUBSEQUENT NEGOTIATING SESSION

The first item of business at each and every negotiating session shall be the establishment of a mutually agreeable time, date and place of the next session between said teams.

The second item of business at the first negotiating session shall be the establishment of a signed agenda of items to be negotiated and the exchange of the initial proposals.

All negotiations shall be conducted in executive sessions exclusively between said representatives unless the parties mutually agree to waive this provision.

G. CAUCUS

Upon request of either party, the negotiating session shall be recessed to permit the requesting party to caucus.

H. AGREEMENT

1. As tentative agreement is reached on each item during the negotiating period, the agreement shall be reduced to writing and initialed by each team.

2. If agreement is reached on matters being negotiated, the tentative agreements reached between the negotiating teams shall be reduced to writing and submitted to the Association for its consideration. Within ten (10) days of the receipt of the tentative agreement, the Association shall take action to ratify or reject such tentative agreement. If ratified, such written agreement shall be submitted to the Board of Education for its consideration. The Board of Education shall take action at the next regular or special meeting of the Board of Education which shall be not more than seven (7) days from the date of receipt of the ratified agreement from the Association.

I. FINAL AGREEMENT

Upon approval by both the Association and the Board of Education, two copies of the total agreement shall be signed by the president of the Board of Education, the Superintendent, the Association president, and the Association negotiations chairperson. Both parties shall retain a signed copy of the final agreement which shall be binding upon both parties.

J. DISAGREEMENT

1. Responsibilities - The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize in good faith such mediatory facilities as are or may be provided.

2. Assistance of a Mediator/Arbitrator - Unless the parties mutually agree to an extension, if agreement is not reached on matters being negotiated at the end of the sixty (60) day negotiating period or not later than forty-five (45) calendar days prior to the expiration date of this agreement, either party may declare an impasse and request that an impartial mediator/arbitrator be appointed. The mediator/arbitrator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) calendar days after the call for mediation, and unless the parties agree to do otherwise, such mediator/arbitrator will be selected from one or more lists provided by the American Arbitration Association. In the event that the parties, after having received and reviewed three lists of proposed mediator/arbitrators, are unable to agree on the selection of such mediator/arbitrator, the mediator/arbitrator will be selected by the American Arbitration Association in accordance with its rules for voluntary labor arbitration.

3. Unless the parties mutually agree to an extension of the time frame set forth herein for purposes of continued mediation, after assistance from the mediator/arbitrator for not less than ten (10) days, or not later than thirty-one (31) calendar days prior to the expiration date of the agreement, a fact-finding panel of not more than three (3) members will be formed. Each party shall select a member to serve on such panel with the mediator/arbitrator serving as the neutral chairperson.

4. The fact-finding panel shall gather facts and make recommendations for the resolution of the issues over which agreement has not been reached. Each party shall be required to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel may establish times and place of hearings, issue subpoenas, administer oaths and conduct hearings.

    a. The fact-finding panel shall make final recommendations as to all the unresolved issues. In making its recommendations, the fact-finding panel shall take into consideration the following:

        i. Past collectively bargained agreements between the parties;

        ii. Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees

doing comparable work, giving consideration to factors peculiar to the area and classification involved;

iii. The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

iv. The lawful authority of the public employer;

v. The stipulations of the parties;

vi. Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

b. The fact-finding panel may attempt mediation at any time during the fact-finding process.

c. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board of Education, and to the Association, no later than fourteen (14) calendar days after the appointment of such fact-finding panel, unless the parties mutually agree to an extension.

d. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board by a three-fifths vote of its total membership, and the bargaining unit by a three-fifths vote of the total membership, may reject the recommendations. If neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a collective bargaining agreement shall be executed between the parties, including the fact-finding panel's recommendations, except as otherwise modified by the parties by mutual agreement.

e. If either the Board or the bargaining unit rejects the recommendations, either party may publicize the findings of fact and recommendations of the fact-finding panel.

f. This alternative dispute procedure is intended to supersede and replace the dispute resolution procedure set forth in ORC 4117.14.

5. The Board and the Association shall each pay one-half of the costs.

ARTICLE IV GRIEVANCE PROCEDURE

A. PURPOSES:

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To insure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

3. To encourage teacher expression regarding conditions that affect him/her.

4. To improve the understanding of policies which affect teachers.

5. To build confidence in the sincerity of the procedure.

B. DEFINITIONS:

A "Grievance" is defined as a claim by the Association on behalf of a teacher, group of teachers, or the Association (hereinafter referred to as the grievant) that there has been a violation, misinterpretation or misapplication of the terms and conditions or any provision of this Agreement, or any complaint alleging improper, arbitrary, capricious or discriminatory enforcement or application of Board policy, rules, regulations, practices, and/or administrative rules or regulations, and fair treatment affecting members of the bargaining unit.

The term "grievant" or "aggrieved" shall be taken to mean any member of the bargaining unit, any group of members acting as a class, the Association itself acting on behalf of itself or for any member or group of members of the bargaining unit.

"Days" as used in this procedure shall be any day Monday through Friday exclusive of negotiated or school observed or federally recognized holidays.

"Representation or representative" as provided for in this section shall be: any member of the Association or its affiliates, any consultant or employee of the affiliate, or legal counsel of the Association or its affiliates.

C. GENERAL PROVISIONS:

The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as reasonably possible.

All written requests, grievances, relief sought, and grievance dispositions as called for in the procedure shall be sent to the receiving party by certified letter or personal service at each step of the procedure. If service is personal service, the individual making such service shall indicate the time and date of service and the person receiving same shall affix his signature thereto.

The Association may bring a grievance on behalf of a teacher and all other teachers similarly situated if the facts and circumstances giving rise to the class grievance are substantially the same for teachers in the class. The Association may bring a grievance on behalf of itself.

The grievant may be represented at all stages of the grievance procedure by any representative as defined above.

When any member of the bargaining unit brings a complaint or "grievance" as defined by ORC 4117.03 and is not represented by the Association, the Association shall have the right to have its representative present, to state the views of the Association and offer testimony at all stages of such a hearing process or procedure.

The president of the Association or his designee and the grievant shall receive prior notice at least twenty-four (24) hours in advance of each meeting/hearing held with a grievant after the grievance has been formally filed.

Except for unfair labor practice charges which may be filed concurrently, nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any government agency, regulatory body, or any court of law with jurisdiction in this school district after exhausting and completing the grievance procedures.

No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of participation or use of this grievance procedure.

If a grievance appears to arise from the actions of an authority higher than the immediate supervisor and/or affects a group of members of the Association, it may be submitted at Step II described herein and the processing of such grievance shall commence at Step II. Class grievances involving more than one supervisor and/or grievances involving the administrator, above the building level, may be filed by the Association at Step II. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

Grievances shall be presented and handled during regular working hours. Other times for hearings and meetings shall be set by mutual agreement of the parties. No reduction in compensation shall occur for any teacher as a result of participation in any grievance in any grievance proceeding.

The Board, the administration, and the Association will cooperate with the investigation of any grievance and further, the parties will furnish each other such information as is requested for the processing of any grievance. Should the investigation and/or processing of any grievance require that a teacher and/or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits.

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled or required to be present to attend. Formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded to both sides. Each hearing shall have provision for: initial presentation of the grievant's case, presentation of the administration's response/case, cross-examination and/or questioning of witnesses or representatives, and final summaries,

with either party having the right at its option to waive any or all of the foregoing.

Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any Step.

A grievance may be withdrawn at any Step without prejudice or record.

The grievant shall appeal a decision at any Step of the grievance procedure to the next Step within five (5) days of the receipt of the decision. Failure to file within five (5) days shall be deemed a waiver of the right to appeal to the next Step.

If the administrator fails to answer a grievance within the time limits for doing so, the grievance will be automatically advanced to the next step if it is timely appealed by the Association or the grievant.

D. INFORMAL PROCEDURE:

In the event that the grievant believes there is a basis for a grievance, he/she may first discuss the alleged grievance with the immediate administrative person who has the authority to bring about a resolution of the alleged problem.

E. FORMAL PROCEDURES:

STEP I

The grievant shall file a written grievance within thirty (30) days of the occurrence of the act or condition which is the basis for the grievance, to the proper immediate administrator who has the authority to bring about a resolution of the alleged problem. Failure to file the grievance within the said 30 day period shall constitute a waiver of the grievant's right to file a grievance. Upon receipt of the grievance, said administrator will acknowledge receipt of the grievance form by initialing two (2) copies of such completed form. Once the form has been initialed, a copy of the completed form shall be given to the grievant and to the Association representative. Within ten (10) school days of receipt of the Grievance form, said administrator shall meet with the grievant and his/her Association representative, in an effort to resolve the grievance. Within five (5) school days after such meeting, the administrator shall indicate his disposition of the grievance in writing, and forward a copy thereof to the grievant and the Association.

STEP II

If the grievant or the Association is not satisfied with the disposition of the grievance at STEP I, the grievant, through the Association representative and after due consideration by the Association, or the Association may initiate step II by completing a written Grievance Report Form STEP II and submitting it to the Superintendent. Within ten (10) school days after the receipt of the completed said form, the Superintendent and/or his designated representative shall meet with the grievant and his/her Association representative for the purpose of resolving the grievance. Within five (5) school days of such meeting, the Superintendent shall indicate his disposition of the grievance in writing, and forward a copy thereof to the grievant, the Association, and Administrator(s) involved.

STEP III

If the grievant or the Association is not satisfied with the disposition made by the Superintendent, the grievant through the Association representative and after due consideration by the Association, or the Association may initiate STEP III by completing a proper Grievance Report Form and submitting it to the Board by filing a copy with the Treasurer of the Board and the Superintendent. At the next regularly scheduled Board meeting or within two (2) weeks of the filing of the appeal, whichever is less, the

Board shall meet with the grievant, the Association representative, and the Superintendent or his designee, to review the grievance and attempt to resolve same. Within seven (7) days of such meeting, the Board shall reduce its disposition of the grievance to writing and forward a copy thereof to the grievant, the Association and the Superintendent. Upon mutual agreement of the parties to the grievance, the grievance may be submitted to STEP IV without a hearing before the Board.

STEP IV

If the grievant or the Association is not satisfied with the disposition of the grievance by the Board, the grievant through the Association representative and after due consideration by the Association or the Association may submit the grievance to an impartial arbitrator by filing a request for arbitration with the Treasurer of the Board and the Superintendent. Within three (3) school days after the submission of the request, the Association representative and the Superintendent shall meet to select the arbitrator. If no arbitrator is selected within seven (7) days, the demand for arbitration and the request for an arbitrator shall be submitted to the American Arbitration Association in accordance with its rules, which rules [(1)

the American Arbitration Association rules for voluntary labor arbitration or (2) the American Arbitration Association rules for expedited labor arbitration] shall likewise govern the arbitration proceeding. Both parties may be represented at the arbitration hearing.

The jurisdiction and authority of the arbitrator and his opinion and award shall be limited to the interpretation of the written provisions of this Agreement and to Board policy, rules, regulations, practices and/or procedures affecting bargaining unit members. The arbitrator shall have no power to alter, add to, or subtract from or in any way modify the terms and conditions of this Agreement or Board policy, rules, regulations, practices and/or procedures affecting members of the bargaining unit. A court of competent jurisdiction shall be the appropriate forum for the resolution of disputes over whether or not any written provisions of said Agreement and Board policy, rules, regulations, practices and/or procedures affecting members of the bargaining unit are contrary to law.

In any arbitration proceeding where a question concerning the arbitrator's jurisdiction over the grievance is raised, the arbitrator shall make a separate decision on the question of his jurisdiction.

In his decision the arbitrator shall first rule upon the jurisdictional issues and, if he/she determines that he/she has no jurisdiction, he/she shall make no decision or recommendation concerning the merits of the grievance. Nothing contained herein shall prohibit the arbitrator from taking all evidence of the jurisdictional issues and the merits of the grievance in a single hearing.

The arbitrator will render his/her decision in writing within thirty (30) days, or such additional time as the parties may in writing agree, after any grievance has been submitted to him/her. His/her decision, when so rendered as required by law, will be binding upon the parties but may be enforced in any court of competent jurisdiction. In cases where the arbitrability of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator in an expedited fashion prior to a ruling on the merits of the issue.

The fees and expenses for the services of the arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE V EMPLOYMENT PRACTICES

A. EVALUATION

Teacher evaluations and guidance counselor evaluations will follow procedures for evaluation in conformance with the framework for evaluation of teachers and guidance counselors developed and maintained by the State Board of Education in compliance with Ohio Revised Code 3319.111, 3319.112, and 3319.113.

B. ACADEMIC FREEDOM

It is the obligation of both parties to provide and to promote quality education for all children. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers is encouraged to the extent that teaching activities are a contributing and not a disruptive portion of the total school program. Academic freedom shall be guaranteed to all teachers. Freedom of individual expression which exhibits the basic objectives of a democratic society will be encouraged. Each teacher must be mindful that his/her presentation(s) be open-minded, fair, responsible, and respectful of differing opinions of others.

The teacher, as a recognized professional, shall have the right and responsibility to choose those instructional methods, within the constraints of the curriculum, he or she deems to be appropriate and effective with a given group of students. Choice of methods shall not be considered an appropriate area for criticism in an evaluation unless the evaluator can reasonably document the ineffectiveness of the methods with that group of students.

Furthermore, unless it can be documented that a teacher's choice of instructional methods can be shown to be ineffective and generally detrimental to the classroom instruction, criticism of such teaching methods shall not be a factor in any recommendation for contract renewal or non-renewal, for professional certification or for continuing contract. Such documentation shall not be based on standardized tests or on other such accountability measures which do not take into account the teaching conditions, the background, and the ability level of the students.

No teacher shall be criticized or otherwise threatened in the evaluation procedure on the basis of that teacher's expression of dissent in regard to the evaluator's academic, administrative or

professional decisions, provided the teacher's dissent has been expressed in an ethical and professional manner. Likewise, an evaluator shall have the right to express dissent regarding the teacher's professional and academic decisions provided the dissent is expressed in an ethical and professional manner.

C. PERSONNEL FILES

No document, material, record or letters shall be placed in a teacher's personnel file without first giving the teacher the opportunity to read and examine said document, material, record, or letter. The teacher shall initial all records, letters, documents or materials as an acknowledgment that they have been examined and read. Such initial shall not be construed as agreement with the contents herein.

The provisions contained herein shall not be construed as a waiver of any of the rights or privileges afforded under O.R.C. 1347.

D. PARENTAL/CITIZEN COMPLAINTS

Parental or citizen complaints shall be brought to the attention of the staff member against whom they are lodged as soon as they are brought to the attention of the administration. Any such staff member will be given the opportunity to respond and/or rebut the substance of any such complaint.

E. REDUCTION IN FORCE

General

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire, resign, go on leave of absence. Limited contracts of employment will not be recommended for non-renewal if the sole reason for the recommendation is to accomplish a reduction in force which could otherwise be achieved through application of this provision.

Reasons for Reductions

To the extent that reductions are not achieved through attrition, and when by reasons decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools territorial changes affecting the district or lack of essential financial resources (as defined herein*), or curriculum reorganization, the Board of Education finds that it will be necessary to reduce the number of teachers, it may suspend contracts in accordance with the provisions below:

Suspension of teaching contracts pursuant to the provisions below for purposes of staff reduction due to lack of essential financial resources shall occur only in the period between the end of one school year and the start of the succeeding school year.

Current staffing numbers will not be reduced due to the contracting out of any existing curriculum program.

Suspension

If staff reduction is deemed necessary for any of the above reasons and all other provisions of this section have been fulfilled, then the reduction shall be made as follows:

Reductions shall be made by suspension of existing limited contracts and/or, if necessary, suspension of continuing contracts. Those contracts to be suspended will be selected as follows:

1. Seniority

   All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated.

   Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority as defined - to mean:

   Lack of financial resources of very significant proportions which cannot be resolved by any other reasonable means than layoff of staff as determined by the Board of Education based on a financial analysis by the State Department of Education.

   Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority. Seniority will be defined as the length of continuous service as certificated employees under regular contract in this district beginning with the first date the teacher reported for duties.

   Continuous service employment shall include all time on sick leave or other paid leaves of absence and all time during suspension if the teacher is reinstated. All time on other Board approved unpaid leaves of absence including but not necessarily limited to, all time on military leave of absence, all time on disability retirement to a maximum of five years, child care leave, and sabbatical leave will not interrupt seniority, but the time spent on such a leave shall not count toward seniority.

Full or part-time staff, part of whose continuous service has included part-time service to the district shall be credited with a pro-rated share of seniority computed by dividing the days and/or hours of service by the number of days and/or hours of regular service required of a full-time staff member.

If two or more teachers have the same length of continuous service, seniority will be determined by:

the amount of training in areas of certification and teaching assignment and then by;

-the number of accumulated days of substitute or part-time teaching service in the district not previously counted as continuous employment, and then by;

-the date of the Board meeting at which the teacher was hired, and then by;

-the date the teacher signed his/her initial employment contract in the district, and then;

-any remaining ties will be broken by lot.

Seniority shall be lost when a teacher resigns or retires.

An updated seniority list will be available upon request. In addition to seniority and contract status, the list will give each staff member(s) areas of certification, and present teaching assignment(s), if any.

2. Less Senior Reduced

Preference shall not be given to any teachers based on seniority, except when making a decision between teachers who have comparable evaluations. A teacher so affected may elect to displace another teacher who holds a lower position on a seniority list in any other area of certification for which the affected teacher is also certificated. A teacher who is notified of suspension of contract and who is qualified to displace another teacher under this provision must notify the Superintendent, in writing, of his/her election within five days.

Notice of Intent to Reduce Staff/Conference/Hearing

When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend the suspension of contracts to all staff so affected and shall also give the complete list of affected individuals to the Association President and Vice President at the

earliest practicable time, but not later than fifteen (15) days prior to Board action to reduce staff. The Association and each teacher whose contract is to be suspended under provisions of this section shall, upon request, receive a copy of the entire seniority list at the time of notification of suspension.

Each professional staff member so notified shall, upon request, be entitled to a conference with the Superintendent or his designated representative as to the reasons for such reduction. Such conference will be scheduled within five (5) days of receipt of notice of the Superintendent's intent to recommend such reduction to the Board. Each such staff member may be accompanied or represented by a person of their own choosing.

Employee Rights While on Reduction

Staff members whose contracts are suspended under the terms of this section are to be considered as being reduced in force and awaiting recall and not as being terminated with the system provided that the suspension of a limited teaching contract will not extend the term of that contract. The right of recall will continue for a period of two (2) years. Notwithstanding the provisions of Section 3319.11 of the Revised Code, the right of recall will automatically cease without any notification from the Board at the end of the term of the limited teaching contract expiring within the two (2) year recall period if the employee has not been recalled to duty prior to expiration of the limited teaching contract. Moreover, such limited teaching contract, if greater than the two (2) year recall period, shall automatically cease without any notification from the Board if the employee has not been recalled to duty prior to the expiration of the two (2) year recall period.

Staff members who have been R.I.F.'d will be eligible for only group hospital/major medical benefits for up to 18 months from the time they leave active pay status subject to insurance carrier's approval. Employee must pay the total cost of premium for hospitalization/major medical benefits at least thirty (30) days in advance.

Notification of Recall

It shall be the responsibility of each teacher to notify the Board of any change of address or change in certification.

The Board shall give written notice of an offer of re-employment by sending a registered or certified letter to the Association President, Vice President, and to all qualified said teachers on the recall list at their last known address. All such notified teachers shall be required to respond in writing to the Superintendent's office.

Prior to July 15, such response must be made within ten (10) days from the date said offer is delivered at the last known address. After July 15, any such response must be made within five (5) days from the date said offer is delivered to the last known address. The most senior of those responding will be given the vacant position. Any senior eligible teacher that fails to accept the offer of re-employment shall be considered to have rejected said offer, and shall be removed from the recall list.

F. SEQUENCE OF CONTRACTS

Section 1 - Except as provided in Section 2 below, the duration of each contract shall be as follows:

A. First contract – one (1) year

B. Second contract - one (1) or two (2) years

C. Third Contract and thereafter - two (2) or three (3) years

Section 2 - Upon recommendation of the Superintendent, the Board may grant a contract of lesser duration than the sequence described above on the following conditions:

a. The Superintendent shall notify the teacher, in writing, at least ten (10) days prior to Board consideration of such teacher's contract of his/her intent to recommend such contract, with reasons for the recommendation. Any teacher so notified shall be entitled to a conference with the Superintendent and afforded the opportunity to respond to the reasons listed in said notification. Such conference shall be at least five (5) calendar days prior to the Board meeting at which the Superintendent shall make his recommendation.

b. The failure of the Superintendent to provide timely notification above shall not void an otherwise proper procedure.

c. The Board shall so notify such teacher on or before the 30th day of April of its action upon the Superintendent's recommendation.

G. DISCIPLINARY ACTION

Teachers are expected to comply with rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

Upon request of the teacher, formal written reprimand or discipline of a teacher by an administrator for alleged violation of reasonable rules and regulations of the Board or for reasons related to the teacher's professional performance or for other good and just cause, shall be made

in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action. Said teacher shall have the right to present evidence and/or witnesses and to otherwise respond to the allegations brought against him/her. Furthermore, prior to any disciplinary action, the teacher shall be informed of his/her right to representation of his/her choice and shall receive full specification of the grounds for reprimand in writing.

H. *NON-RENEWAL

* This supersedes provisions of the Ohio Revised Code 3319.11/111.

Should any teacher with less than three (3) full years of service or any regularly employed part-time teacher with less than five (5) years of service in the District be considered for non-renewal by their principal, written notice shall be given to said teacher by the principal at least thirty (30) calendar days prior to the submission of any recommendation to the Board of Education for non-renewal of the teacher's contract if the reason for said recommendation is based upon classroom performance or other reasons known to the administrator at the time the recommendation is made.

If the Superintendent intends to recommend the non-renewal of a teacher's contract, notwithstanding a recommendation of renewal received by him/her from the building principal, the Superintendent shall notify the teacher in writing of such intention at least fifteen (15) days prior to the submission of any formal recommendation to the Board of Education. All notices of the intention to recommend non-renewal shall contain the reasons for such recommendation as well as a notice of the right to a meeting with the Superintendent and the right to be represented by an association representative.

Any teacher having received notice above may request a meeting with the Superintendent and the evaluating principal to discuss the grounds for the recommendation of non-renewal. The request for this meeting must be made and received by the Superintendent within three (3) days of the teacher's receipt of the notice of intent to recommend non-renewal. If requested, the meeting will be held within five (5) calendar days from the receipt of such request. At the meeting, the teacher and/or his/her representative will be provided with the opportunity to present evidence, witnesses and to otherwise respond, explain and/or rebut the reasons for the non-renewal recommendation.

After the meeting with the Superintendent, the teacher may submit a written request to the Board Treasurer to appear before the Board. If such appearance is requested, the Board will notify the teacher of the time and place of his/her meeting with the Board.

During such meeting, which will be held in executive session, the teacher and/or his/her representative will have the opportunity to present reasons as to why his/her contract should be renewed.

In the event the Board's reasons for non-renewal are different from those of the recommendation to non-renew, said reasons will be provided in writing to the teacher.

NON-RENEWAL OF CONTRACT OF TEACHER WITH MORE THAN THREE FULL YEARS OF TEACHING SERVICE IN THE DISTRICT

The procedure for non-renewal of a teacher with more than three (3) full years of service or any regularly employed part time teacher with more than five (5) years of service shall be the same as above except as follows:

1. Such teacher and/or his/her representative shall be provided the full opportunity to discuss the reasons for the consideration of non-renewal with the Board at the meeting held for this purpose.

2. Such teacher will not be non-renewed for reasons which are arbitrary, capricious and unsupported by evidence.

I. TERMINATION OF CONTRACT - CONTINUING

Termination from employment shall be conducted in accordance with Revised Code Section 3319.16 and 3319.161, except that the appropriate grounds for termination shall be the following: gross inefficiency or immorality, willful and persistent violations of reasonable regulations of the Board, or for other good and just cause. Further, these grounds will be given the same meaning as have been given by the courts of the State of Ohio.

J. HIRING OF RETIRED TEACHERS

Any retired teacher employed by the Columbus Grove Board of Education will be paid at the 5th year experience step at the employee's current degree level. If the retired teacher is re-employed in subsequent years, he/she will remain at the 5th step, but will receive the benefit of any negotiated base salary increase.

A retired teacher employed on a part-time basis will be paid a pro-rated salary based on a full workday as defined in the negotiated agreement. The retired teacher's contract will be a one-year limited contract automatically expiring at the end of the school year. Said contract shall be exempt from O.R.C. 3319.11 and 3319.111. The re-employed retired teacher will not resume and is not eligible for continuing contract status during any period of re-employment with the district. This provision supersedes O.R.C. 3319.08 and 3319.11.

The evaluation of a re-employed retired teacher will be consistent with the process used for limited contract teacher whose contracts are expiring.

The re-employed retired teacher will not be eligible for board-paid medical and dental insurance benefits, if they are eligible for coverage through STRS. However, the retired teacher may purchase the board's health and dental insurance coverage's through payroll deduction. If the retired teacher is not eligible for coverage through STRS, the Board will offer the insurance benefits at the same level as all other teaching employees.

Retirement constitutes a break in service to the Columbus Grove Local School District for the purpose of severance, service credit, seniority, reduction in force and sick leave. However, the retired teacher may again accumulate sick leave (starting from 0 days) at the same rate as other teachers. The re-employed retired teacher may request an advancement of five (5) sick days during the first year of re-employment with the district. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and regulations.

The re-employed retired teacher will be responsible for payment of the employee share of Medicare deduction at the applicable rate.

A teacher shall be deemed retired under this agreement when he/she has been approved for service retirement by the State Teachers Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position will not be considered to have retired again, and is therefore not eligible for further severance pay.

K. VACANCY/JOB POSTING

Definition

A vacancy shall be defined as a newly created position or a present position that becomes vacant.

Posting Procedure

Vacancy announcements are to be made to staff by using school e-mail with provisions made for those without e-mail to receive notification by mail.

At the beginning of each school year, all vacancies will be posted the first week of school. Any employee interested in a position or positions must notify the superintendent in writing within five days of the posting.

Any position that opens after the start of the school year will be posted within two weeks of the opening. Any employee interested in the position must notify the superintendent in writing within five days of the posting.

Any employee interested in the position must notify the superintendent within seven days of the date the notification was sent.

The superintendent will have the option to interview or not interview any employee interested in a posted position. The position will be filled at the discretion of the administration and the Board.

ARTICLE VI LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time professional staff member shall be entitled to fifteen (15) days sick leave with pay for each year under contract and shall accrue sick leave at the rate of one and one-fourth (1 1/4) days for each calendar month under contract. Sick leave shall be cumulative to two hundred thirty-two (232) days.

2. Each newly hired certified staff member of the Board who has no accumulated sick leave, will be advanced an accumulation of sick leave of at least thirty (30) days at the discretion of the Superintendent. The Board is willing to advance up to thirty (30) days additional sick days to any person that falls below zero for a sickness. Each professional staff member under regular, full-time contract but absent because of illness, will continue to accumulate sick leave at the rate of one and one-fourth (1 1/4) days per month.

3. Those employees who render part-time, seasonal, intermittent, per diem, or hourly service, will be entitled to sick leave in proportion to the time actually worked.

4. Any professional staff member having terminated employment with the Board will have their accumulated sick leave reinstated upon re-employment, provided such sick leave has not been used in the employ of another board of education or other agency of the State of Ohio covered by such provision, provided the employee returns within ten (10) years.

5. A professional staff member re-employed by the Board who, since leaving the employ of the Board, has been employed by another board(s) of education or by state, county, or municipal government(s) in Ohio, will receive full credit up to two hundred thirty-two (232) days for sick leave accumulated while in the prior employ of the Board and/or while in the employ of other agencies of the State of Ohio, provided the employee returns within ten (10) years.

6. Any professional staff member being employed by the Board, who, preceding this employment, has been in the employ of another board of education, state, county, or municipal government in Ohio will receive full credit up to two hundred thirty-two (232) days for the sick

leave accumulated in this previous employment, provided the employee returns within ten (10) years.

7. Professional staff members absent for purposes of sick leave when school is canceled and when staff are relieved of their regular teaching duties for that day, will not be charged with sick leave.

8. Professional staff members should notify their immediate superior of any absences as soon as possible so that appropriate arrangements can be made to secure a substitute. Except in emergency situations, lesson plans from the teaching staff must be available to the substitute.

9. Sick leave shall be granted for absence[1] due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.

   a. Injury and/or illness in the immediate family:
   For purposes of injury or illness in one's immediate family, immediate family will be interpreted as spouse, child, father or mother, sister, brother, grandparents, and in-laws bearing any of these relationships, or any other member of the family unit living in the same household no matter what degree of relationship.

   b. Death in family:
   In the event of death in the employee's family, immediate family shall be defined as parent, child, spouse, sister, brother, grandparent, grandchild, uncles, aunts, and in-laws bearing any of these relationships or any other member of the family unit living in the same household no matter what degree of relationship.

10. Each professional staff member will furnish a written signed statement on forms provided by the Board of Education to justify the use of sick leave. Falsification of a statement is grounds for suspension or termination of employment under section 3319.16 of the Revised Code.

B. PERSONAL LEAVE

Each certificated staff member shall be authorized three (3) days annually without loss of salary, to transact personal business or attend to affairs of a personal nature which cannot reasonably be conducted outside the regular school day. Such leave shall be authorized upon notification given to the Superintendent one (1) week in advance unless circumstances

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[1] Medical notification may be required for missing five (5) consecutive days for personal illness.

make it impossible to comply herewith. In such event, the employee shall notify the Superintendent as soon as reasonably possible. These days of absence shall not be deducted from sick leave nor any other leave. Such leave shall not be used to extend a holiday or quarter break except in unusual or emergency cases. No unrestricted personal days may be taken the last ten (10) days of the school year.

All three (3) days of personal leave will be unrestricted, and the applicant for such leave shall be required to sign an approved form stating only that the reason for taking such leave is personal business. No more than three (3) members per building (K-6 and 7-12) will be approved for unrestricted personal leave on any one day. Personal leave forms shall be available from each building principal.

Staff will be paid $175.00 for each unused unrestricted day of personal leave. Such payment will be made prior to July 1 of each year. If this option is not selected by a staff member then the unused personal leave will be rolled over into sick leave.

Dock days taken for personal reasons (i.e., not sick leave or FMLA related) shall be charged to the teacher as follows:

a. loss of pay at the teacher's per diem rate, plus

b. payment by the teacher of one hundred forty dollars ($140.00) per day docked.

C. MATERNITY LEAVE OF ABSENCE

Upon written request by any regularly employed staff member who has been employed two or more years in the school district, will be granted an unpaid leave of absence for maternity purposes.

Such leave may begin at any time during the school year and extend for a period of up to one (1) year or to the end of the current school year whichever is shorter. Such leave will be for one school year or any full portion of the school year that remains at the time of the request.

Professional staff on such unpaid leave will continue to accrue or be entitled to the following:

Continue participation in any or all District group insurance plans by remitting the premiums to the Board Treasurer. Such remittance will not be required more than thirty (30) days in advance the Board payment due date.

The professional staff member on such leave may request an early termination of leave by submitting such a request to the Superintendent. The staff member will be returned to service under this provision if a

vacancy or new position exists or if such return can otherwise be arranged.

Upon return, the staff member will resume at least the same contract status previously held.

D. ADOPTION LEAVE

A unit member who is directly responsible for the care of a newly adopted child of pre-school age new to the family unit may use up to thirty (30) days of sick leave for the purpose of caring for the newly adopted child. Where both husband and wife are members of the unit, the number of days is in the aggregate. Such leave may be used in the time period beginning fifteen (15) days prior to the adoption date and ending twelve (12) weeks after the adoption date.

E. PATERNITY LEAVE

A unit member may use up to fifteen (15) days upon the birth of the child. They may use fifteen (15) days of sick leave or they may choose a combination of sick and personal days up to the total of fifteen (15) days. Such leave may be used during the time period following the birth and ending twelve (12) weeks later.

ARTICLE VII PROFESSIONAL COMPENSATION

A. SALARY PLACEMENT & PAYROLL PRACTICES

The basic salaries of each teacher covered by this agreement will be adjusted to reflect the rates set forth in the basic salary schedule.

Salary adjustments:

1. Start all teachers that have no service credit at Step 2. Teachers with less than two (2) years experience start at Step 2 and remain at that Step until they complete three (3) years of teaching.

2. Any new teacher entering the system with experience beyond Step 2 will be placed on the appropriate step to meet experience up to Step 10. The Board will decide what step any new teacher with more than 10 years experience will be placed.

   Each teacher employed by the Board shall be given credit for up to ten (10) years of service outside the district, whether private or public, or for up to five (5) years of military service in the Armed Forces of the United States or any combination of both not to exceed ten (10) years of service for proper placement on the salary schedule.

One year's teaching experience shall be defined as not less than one hundred twenty (120) days of teaching experience during a given school year. However, the above provision shall not be applied retroactively to any current employee where such application would result in a reduction in the currently credited years of experience. A year of military service shall be defined as twelve (12) months or major fraction thereof.

In order to insure proper placement on the salary schedule, each newly employed teacher or any teacher with an advancement in professional training shall furnish an official transcript of credits, a valid teaching certificate, and if Armed Forces credit is to be granted, a copy of discharge or separation form 214 to the Board Treasurer no later than October 1.

The contract year will be divided into twenty-six (26) equal pay periods. Paydays shall be on alternate Fridays throughout the remainder school year, except that such pays may not occur on a Friday when the Friday is a holiday.

When Friday falls on a holiday, checks will be delivered on the day before the holiday. When schools are not in session, checks will be forwarded at the option of the employee by:

1) Special mailing
2) Deposited to the teacher's bank account when the teacher provides the self-addressed deposit envelope & postage
3) Held for the teacher to pick up during normal working hours at the Board Treasurer's office.

All full-time employees will be required to receive pay notification via email. (Checks may be issued at the discretion of the treasurer for other circumstances such as payment to sub teachers, coaching/advisor payrolls, and/or other special payrolls.)

B. SALARY SCHEDULES (See Appendix A)

1. 150 Hours shall be semester hours.

2. MA+15 shall mean any Masters Degree with 15 semester graduate hours earned after the issuance of the Masters Degree.

3. MA+30 shall mean any Masters Degree with at least 30 semester graduate hours earned after the issuance of the Masters degree.

C. EXTRA-CURRICULAR & SUPPLEMENTAL SALARY SCHEDULE (See Appendix B)

D. REIMBURSEMENT FOR PROFESSIONAL TRAINING

Any member of the bargaining unit with more than one year of service in the district who enrolls in an accredited college or university between September 1, and August 31, shall receive, in addition to the regular salary, the actual cost per credit hour up to $150 for each semester hour or $100 for each quarter hour of eligible course work successfully completed. Payment will be made to the individual in the pay period following submission of a transcript or record of the completion of such course work. A billing statement or receipt noting the amount paid for tuition from the institution where the course work was taken must accompany the transcript or record of course work. Reimbursement will be made on a separate check so that taxes and retirement are not taken out.

Only those staff who hold a valid Ohio teaching certificate of provisional or higher grade shall be eligible for this reimbursement.

This professional growth incentive is renewable each year for additional eligible credit earned.

Effective August 25, 2022, PSMs taking graduate courses to move beyond the MA column of the teacher salary scale must get approval from his/her building principal regarding the relevancy of the coursework in relation to his/her teaching assignment. The building principal will make a recommendation to the superintendent regarding whether the coursework should be approved for lateral movement on the teacher salary scale. Coursework that will be considered for approval will be based on its potential impact on a teacher's professional growth and/or student achievement in the classroom. Examples of courses that will be considered for approval:

- Coursework that will allow a teacher to earn college credit plus credentials
- Coursework in an education field towards licensure and/or a doctoral program (educational administration, school psychologist, etc.)
- Coursework that will credential a teacher in an area required through legislative mandates (E.g. Dyslexia Bill)
- Other graduate coursework that cannot be applied towards a graduate degree program but the building principal deems appropriate for improving student learning. Said coursework may not exceed six (6) hours in a five-year span.

Non-graduate degree credits may be used for teachers to renew their professional teaching licenses. Tuition reimbursement for courses taken to renew licensure will remain at $150 per each semester hour and $100 for each quarter hour.

The Board will reimburse textbook and computer fees up to $750 for professional staff members taking college courses for the College Credit Plus certification. This $750 is in addition to full tuition reimbursement for said courses. For reimbursement of up to $750, the following procedures must be taken:

- The PSM must have prior approval from the Superintendent to enroll in CCP credentialing coursework; and
- The PSM must provide proof of payment of textbook and/or computer fees for these courses.

E. SEVERANCE PAY

Any certified employee of the school district with a minimum of ten (10) or more years of accumulated service with the state, any political subdivision, or any combination thereof who elects to retire from service while in the employ of the district, shall be paid 25% of his accumulated and unused sick leave. The maximum payment which shall be made is 58 days. Further, any employee electing retirement on or after their 30th STRS creditable year of employment shall receive an additional five (5) days of severance pay. Any employee electing retirement shall receive an additional five (5) days of severance pay if they notify the Board prior to January 1st of the school year in which they intend to retire.

The rate of pay for all such accumulated days shall be the per diem rate of the annual salary as determined by the teacher's regular salary schedule and any extended service in effect at the time of last service. The per diem rate shall be computed by dividing the annual salary as per the section above by the number of days of regular required duty.

As used in this section, retirement means disability or service retirement under any state or municipal retirement system in the State of Ohio. Nothing in this policy shall be construed to prevent an employee either sick or disabled from using the accumulated sick leave for the duration of the disability.

Upon receipt of documentation from any of the above named retirement systems authenticating official service retirement and unless the Board receives written notice from the employee electing not to pay severance pay, the Board shall forward such severance payment as below.

Severance pay shall be forwarded to the retired employee in one installment on the first payroll of the succeeding tax year following retirement unless the employee elects to have sick leave severance payable to a Columbus Grove Local District pre-approved 403(b) plan provider or the state sponsored 457 Ohio Deferred Compensation plan. The employee shall provide a written note before his or her official retirement date expressing such 403(b) or 457 severance request and shall work with the 403(b) or 457 provider so that a document from the 403(b) or 457 provider evidences the amount the employer is to deduct as severance. Such document is the responsibility of the employee and his or her 403(b) or 457 provider and as such said 403(b) or 457 severance election shall be void if this document is not received by sixty one (61) days after the employees official retirement date. Such payment shall be made no later than seventy five (75) days after the employees official retirement date and will be made only once to any employee and shall extinguish all accumulated sick leave to the credit of such employee.

In the event a full-time staff member with 10 or more years of service in the STRS dies, a death benefit will be paid of 12% of unused sick leave with a maximum of 22 days. Any employee who meets the service requirements and who dies while in the employ of the school district shall, on the day of death, be deemed to have terminated employment by means other than retirement and payment of this benefit shall be made to the beneficiary(ies) designated by the employee on the form attached at the end of this agreement. In the absence of a beneficiary designation, payment of this benefit is to be paid to the estate of the deceased per 2113.04 O.R.C.

F. STRS PICK-UP

The Board agrees to annuitize each member's total contribution to STRS by deducting that amount before each member is paid, beginning with the first pay period of the 1985-86 school year.

The procedure shall be as follows:

1. The Board shall designate each teacher's mandatory contribution to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by IRS Rev. Ruling 77-464 and 81-36 although they shall continue to be designated as employee contributions for purposes of inclusion as "STRS computation of final average salary".

2. 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 then current percentage amount of the employee's mandatory STRS contribution.

3. 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 incidental administrative costs necessary to implement this program.

4. It is understood that all employees covered by this collective bargaining agreement shall be subject to this provision as a condition of their employment and shall apply to all compensation including supplemental earnings. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

5. Payment for sick leave, personal leave, severance, extended service, insurance benefits, supplemental and extracurricular and unemployment and workers' compensation which are indexed to or otherwise determinable by reference to the employee's rate of pay shall be paid on the same basis as that prior to the implementation of this pick up.

   The members of the bargaining unit acknowledge that the Board is in no way liable to them as a result of the implementation of this program at their request and that they assume any or all liability as a result of an adverse ruling by the Internal Revenue Service provided the Board has implemented these provisions as set forth herein.

G. INSURANCE COVERAGE - GENERAL PROVISIONS

For those that choose any of the insurance coverages provided herein, the Board shall provide full twelve-month coverage commencing with the first day of school (or September 1, whichever is first) and ending twelve (12) months later (or August 31, whichever is last). This insurance shall continue in effect during absences of illness, as specified in the Ohio Revised Code, for which the employee may use sick leave. Employees on all other leaves of absence (unpaid) including but not necessarily limited to those on maternity leave, disability leave, sabbatical leave, etc. may choose to continue participation in this group insurance by remitting the premiums to the Treasurer of the Board of Education. Such remittance shall not be required more than thirty (30) days in advance. When necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

Part-time and hourly employees will receive fringe benefits pro-rated to the amount of service they provide.

HOSPITALIZATION INSURANCE

The Board shall purchase from a carrier licensed by the State of Ohio

comprehensive hospital-surgical and major medical insurance coverage for each certificated employee now or hereinafter employed and his/her family.

The Board will provide the insurance benefits offered by the Putnam County Health Insurance Consortium or by another consortium should a consortium change be deemed necessary by the Board. Should a consortium change be made causing a change in benefits or the Board of Directors of the consortium make a change in the benefit plan; the Columbus Grove Local Board of Education and the CGEA agree to reopen negotiations within 30 days after the change to resolve any issues that may arise due to the plan change. The Board will pay 83% of the health insurance premium of a single or family PPO Plan for 2026-2028; or the Board will pay 88% for 2026-2028 of the health insurance premium of a single or family HSA.

Should an employee choose the HSA Insurance Plan, the Board will contribute:

- Family Plan
  - 2026-28: $1,000 plus up to an additional $750 to match a contribution made by the employee
- Single Plan
  - 2026-28: $500 plus up to an additional $250 to match a contribution made by the employee

All new employees can only choose the HSA insurance plan should they want the district's insurance.

If husband and wife both work for the district, they may choose between them as a married couple, either one family health/dental plan or two single health/dental plans.

Employees are required to complete enrollment forms indicating the desired coverage.

HEALTH INSURANCE OPT OUT AND H.S.A CONTRIBUTIONS

A cash incentive of $4,000 shall be paid to each Professional Staff Member electing to not take health and dental insurance. Additionally, a $4,000 incentive shall be paid to each PSM who transitions from a family health insurance plan to a single plan. This will apply only to PSMs who have held a family insurance plan for at least five years. The health insurance opt out payment shall take place over 26 pay periods beginning with the first payroll of each September. The list of 45 such teachers on the family plan and eligible for the health insurance opt out is included as part of the appendix.

Should the Board employ both husband and wife from the same family this

health insurance opt out cash incentive will be ($4,000) for one spouse and the other shall be eligible for a single or family plan. This dual Columbus Grove School employee spousal opt out payment arrangement is grandfathered for those employed prior to May 31, 2010, but is not available to any such PSM hired after May 31, 2010.

PSM's who have a spouse that also works for the Columbus Grove Local School District my not flip-flop their insurance between each other in an attempt to manipulate the opt out count.

Nothing in the above language shall affect how the $4,000 health insurance family to single opt out is handled or calculated and as such the $4,000 health insurance to single opt out provision previously agreed upon remains a standalone provision of this contract.

H. DENTAL INSURANCE

The Board shall purchase from any carrier licensed by the State of Ohio, employee and family dental insurance protection for each certificated employee now or hereinafter employed who is a member of the bargaining unit.

During the term of this agreement, the Board will pay for the full cost of this program for those individuals enrolled in the single plan for Hospital/Surgical/Major Medical and Ninety-eight percent (98%) of the full cost of this program for those enrolled on the family plan Hospital Surgical/Major Medical.

Family Security

Dental insurance in force for dependents on the date of the employee's death will remain in force without payment of premium until the earliest of the following dates:

1. Remarriage of the surviving spouse, in which case the coverage for all dependents terminates.

2. The date a covered person ceases to qualify as a dependent for any reason other than lack of primary support of the employee,
3. Two years from the date of the employee's death.

The coverage which is continued in force for dependent children because of the employee's death will not be affected if the surviving spouse dies during the two-year (maximum) continuation of coverage.

I. VISION INSURANCE

The Board will pay 100% of the premiums for vision insurance.

J. SECTION 125 PLAN

The Board has established and maintains a Section 125 Plan on behalf of the bargaining unit members, subject to the provisions of Section 125 of the Internal Revenue Code as amended thereunder. The Section 125 Plan is to permit the funding through pre-tax contributions of the bargaining unit member's liability for any allowable Section 125 expenses as provided by the Internal Revenue Service and the Columbus Grove Section 125 Plan Documents. The Board will contribute to each employee's Section 125 account that opts for the PPO insurance plan the following non-matching amounts; $880.00. The employee that opts for insurance has the option to contribute his or her own funds to this account in accordance with provisions of the Section 125 Plan.

K. REIMBURSEMENT FOR BCII/FBI FINGERPRINTING

The Board will pay the cost of an employee's BCII and FBI background check conducted by the Putnam County Educational Service Center once every five years for those bargaining unit members who have five or more years of experience in the District for the purpose of recertification.

L. PERFECT ATTENDANCE BONUS

Professional staff members who use no personal or sick days during a school year shall receive a $750 bonus each year of this agreement. Professional staff members who do not have a perfect attendance for the entire year but have perfect attendance for the second semester of the school year will receive a $250 bonus.

ARTICLE VIII OTHER PROVISIONS

A. SCHOOL YEAR/SCHOOL DAY

1.	School Day	7:45 a.m. to 3:15 p.m.
2.	School Year	182 days

A School Calendar Committee will be established with the purpose of establishing the school calendar on a yearly basis. The Committee will be comprised of two (2) Board members, two (2) Administrators and two (2) Faculty members chosen by the Association. A classified employee representative will be invited to be on the calendar committee. The Committee will be in effect for the planning of the 2000-2001 school year and subsequent years.

B. SEVERABILITY

The parties agree that should any section(s) of this Contract be declared contrary to law by a court of competent jurisdiction or following any action by the Ohio General Assembly, changes in Federal Law, changes in rules and regulations of the State Department of Education, change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop and/or change policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within ten (10) school days upon request of either party. If such negotiations do not resolve the matter within twenty-one (21) school days thereafter, the impasse procedures contained herein may be initiated by either party. Upon agreement and ratification by the parties, any substitute provisions shall be incorporated into this Agreement by written, signed amendment by the parties hereto.

C. DURATION OF AGREEMENT

This agreement shall become effective as of August 25, 2026 and remain in effect until August 24, 2028. This agreement shall be the base from which future negotiations shall proceed. If any item in this agreement is not changed through future negotiations, it shall be carried forward, automatically, in writing, into each successor agreement.

Brian J Schroeder
President, Columbus Grove Local Education Association

President, Columbus Grove Local Board of Education

Negotiations Chairperson, Columbus Grove Local Education Association

Superintendent, Columbus Grove Local School District

5/13/26
Date

APPENDIX A

Columbus Grove Salary Schedule 2026-2027

(3.75% on Base)

Yrs. Exp.	BA/BS	150 Hours	MA	MA+15	MA+30
	0.0420	0.0470	0.0520	0.0520	0.0520
0	$43,748	$45,454	$47,948	$50,598	$52,748
	1.0000	1.0390	1.0960	1.1360	1.1760
1	$45,585	$47,510	$50,223	$52,873	$55,023
	1.0420	1.0860	1.1480	1.1880	1.2280
2	$47,423	$49,567	$52,498	$55,148	$57,298
	1.0840	1.1330	1.2000	1.2400	1.2800
3	$49,260	$51,623	$54,773	$57,422	$59,572
	1.1260	1.1800	1.2520	1.2920	1.3320
4	$51,098	$53,679	$57,047	$59,697	$61,847
	1.1680	1.2270	1.3040	1.3440	1.3840
5	$52,935	$55,735	$59,322	$61,972	$64,122
	1.2100	1.2740	1.3560	1.3960	1.4360
6	$54,773	$57,791	$61,597	$64,247	$66,397
	1.2520	1.3210	1.4080	1.4480	1.4880
7	$56,610	$59,847	$63,872	$66,522	$68,672
	1.2940	1.3680	1.4600	1.5000	1.5400
8	$58,447	$61,903	$66,147	$68,797	$70,947
	1.3360	1.4150	1.5120	1.5520	1.5920
9	$60,285	$63,960	$68,422	$71,072	$73,222
	1.3780	1.4620	1.5640	1.6040	1.6440
10	$62,122	$66,016	$70,697	$73,347	$75,497
	1.4200	1.5090	1.6160	1.6560	1.6960
11	$63,960	$68,072	$72,972	$75,622	$77,772
	1.4620	1.5560	1.6680	1.7080	1.7480
12	$65,797	$70,128	$75,247	$77,897	$80,046
	1.5040	1.6030	1.7200	1.7600	1.8000
13	$67,634	$72,184	$77,522	$80,171	$82,321
	1.5460	1.6500	1.7720	1.8120	1.8520
16	$69,472	$74,240	$79,796	$82,446	$84,596
	1.5880	1.6970	1.8240	1.8640	1.9040
20	$71,309	$76,297	$82,071	$84,721	$86,871
	1.6300	1.7440	1.8760	1.9160	1.9560
25	$73,147	$78,353	$84,346	$86,996	$89,146
	1.6720	1.7910	1.9280	1.9680	2.0080
31	$74,984	$80,409	$86,621	$89,271	$91,421
	1.7140	1.8380	1.9800	2.0200	2.0600

Columbus Grove Salary Schedule 2027-2028
(3.75% on Base)

Yrs. Exp.	BA/BS	150 Hours	MA	MA+15	MA+30
	0.0420	0.0470	0.0520	0.0520	0.0520
0	$45,389	$47,159	$49,746	$52,461	$54,677
	1.0000	1.0390	1.0960	1.1360	1.1760
1	$47,295	$49,292	$52,106	$54,822	$57,037
	1.0420	1.0860	1.1480	1.1880	1.2280
2	$49,201	$51,425	$54,466	$57,182	$59,397
	1.0840	1.1330	1.2000	1.2400	1.2800
3	$51,108	$53,559	$56,827	$59,542	$61,758
	1.1260	1.1800	1.2520	1.2920	1.3320
4	$53,014	$55,692	$59,187	$61,902	$64,118
	1.1680	1.2270	1.3040	1.3440	1.3840
5	$54,920	$57,825	$61,547	$64,262	$66,478
	1.2100	1.2740	1.3560	1.3960	1.4360
6	$56,827	$59,958	$63,907	$66,623	$68,838
	1.2520	1.3210	1.4080	1.4480	1.4880
7	$58,733	$62,092	$66,267	$68,983	$71,198
	1.2940	1.3680	1.4600	1.5000	1.5400
8	$60,639	$64,225	$68,628	$71,343	$73,559
	1.3360	1.4150	1.5120	1.5520	1.5920
9	$62,546	$66,358	$70,988	$73,703	$75,919
	1.3780	1.4620	1.5640	1.6040	1.6440
10	$64,452	$68,491	$73,348	$76,064	$78,279
	1.4200	1.5090	1.6160	1.6560	1.6960
11	$66,358	$70,625	$75,708	$78,424	$80,639
	1.4620	1.5560	1.6680	1.7080	1.7480
12	$68,264	$72,758	$78,068	$80,784	$82,999
	1.5040	1.6030	1.7200	1.7600	1.8000
13	$70,171	$74,891	$80,429	$83,144	$85,360
	1.5460	1.6500	1.7720	1.8120	1.8520
16	$72,077	$77,024	$82,789	$85,504	$87,720
	1.5880	1.6970	1.8240	1.8640	1.9040
20	$73,983	$79,158	$85,149	$87,865	$90,080
	1.6300	1.7440	1.8760	1.9160	1.9560
25	$75,890	$81,291	$87,509	$90,225	$92,440
	1.6720	1.7910	1.9280	1.9680	2.0080
31	$77,796	$83,424	$89,869	$92,585	$94,801
	1.7140	1.8380	1.9800	2.0200	2.0600

APPENDIX B

SUPPLEMENTAL SALARY SCHEDULE

Athletic Director – 19%

Level I – 16%
Head Football
Head Girls' Basketball
Head Boys' Basketball

Level II – 11.5%
Head Volleyball
Head Girls' Track
Head Boys' Track
Head Wrestling
Head Girls' Wrestling
Head Baseball
Head Softball
Girls' Cross Country
Boys' Cross Country
Head Golf
Head Girls' Soccer

Level III – 9%
Asst. Football
Asst. Football
Asst. Football
Asst. Football
JV Girls' Basketball
JV Boys' Basketball

Level IV – 7%
JV Volleyball
Asst. Wrestling
Asst. Girls' Track
Asst. Boys' Track
Asst. Baseball
Freshmen Basketball – Boys
Freshmen Basketball - Girls
Freshman Football
Asst. B/G Track
JV Baseball
Asst. Cross Country
Asst. Varsity Girls' Bkb
Asst. Varsity Boys' Bkb
Asst. Varsity Volleyball
JV Softball
Asst. Softball
Asst. Varsity- Girls' Soccer
JV- Girls' Soccer

Level V – 6%
Jr. High Football
Jr. High Football
Jr. High Girls' Basketball
Jr. High Girls' Basketball
Jr. High Boys' Basketball
Jr. High Boys Basketball
Freshmen Volleyball
Extra Duty Vocal
Yearbook Advisor
Admission/Ticket Manager
Freshmen Baseball

Level VI – 5%
Jr. High Volleyball
Jr. High Volleyball
Jr. High Girls' Softball
Jr. High Boys' Baseball
Jr. High Girls' Track
Jr. High Boys' Track
Jr. High Wrestling
Musical Director
Musical Director
Weight Trainer Fall
Weight Trainer Winter
Weight Trainer Spring
H. S. Cheer. Advisor –B Ftb
H.S. Cheer. Advisor –B Bkb

Level VII - 4%
H.S. Student Council Advisor
H. S. Quiz Bowl Advisor
Jr. High Cheerleader Advisor
Intramural Supervisor
Honor Society Advisor
School Newspaper Advisor
Jr. Class Advisor
Leo Club Advisor
Vex Robotics Competition Coach

Level VIII – 3%
Color Guard Advisor
Asst. H.S. Cheer Advisor – B Ftb
Asst. H.S. Cheer Advisor – B Bkb

Level IX – 2%
Senior Class Advisor
Jr. High Student Council Advisor
Sophomore Class Advisor
Pep Club Advisor

SUPPLEMENTAL SALARY SCHEDULE, CONTINUED

BA step 0 x % = 1st year in job
BA step 1 x % = 2nd year in job
BA step 2 x % = 3rd year in job
BA step 3 x % = 4th year in job
BA step 4 x % = 5th year in job
BA step 5 x % = 6th year in job
BA step 6 x % = 7th year in job
BA step 7 x % = 8th year in job
BA step 8 x % = 9th year in job
BA step 9 x % = 10th year in job
BA step 10 x% = 11th and subsequent years in job

1. Any teacher on staff who accepts 2 extra-curricular contracts will receive a $250 bonus.
2. Any teacher on staff who accepts 3 extra-curricular contracts will receive a $400 bonus.
3. Any teacher on staff who accepts 4 extra-curricular contracts will receive a $550 bonus

These bonuses will be paid at the end of the school year.

TUTOR & STATE-MANDATED PROFESSIONAL DEVELOPMENT PAY*

2026-27	3.75%	$29.03
2027-28	3.75%	$30.12

* This professional development compensation is only for state-mandated professional development that takes place outside the teaching workday as defined in this contract.

APPENDIX C

DESIGNATION OF BENEFICIARY FOR RECEIPT OF SEVERANCE BENEFITS
IN THE EVENT OF DEATH

I, _____, designate the following beneficiary(ies) for receipt of payment of any severance benefits under this agreement in the event of my death. I understand that, in the absence of a designation, the severance payment would be made to the fiduciary of my estate. I hereby designate as the primary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE

(Total for all beneficiary(ies) should equal 100%)

In the event one of the foregoing precede me, I hereby designate as secondary beneficiary(ies) the following person(s):

NAME	RELATIONSHIP	ADDRESS	PHONE #	PERCENTAGE

(Total for all beneficiary(ies) should equal 100%)

I understand that it is incumbent upon me to keep the Treasurer informed of current addresses and telephone numbers of all beneficiary(ies) named by me so that they may be contacted without undue delay or difficulty in the event of my death.

Date:_____ _____
Employee

Date:_____ _____
Spouse's Signature

APPENDIX D

GRIEVANCE PROCEDURE FORM

STEP_____

Aggrieved Person, Persons, and/or Association_____

Address_____ Phone_____

School_____ Principal_____

Date Grievance Occurred_____ Date of Formal Filing_____

Person or Persons to Whom Grievance is Directed_____

_____ Initiated on Level____

STATEMENT OF GRIEVANCE: (Give the specific language **or** specific source of the Master Contract, Board of Education Policies, administrative rules and regulations, past practice or fair treatment that have been misinterpreted, violated, misapplied, or infringed upon.)

_____

_____

_____

_____

_____

_____

_____

ACTION REQUESTED:

_____

_____

Have you discussed this with your immediate supervisor? ___Yes ___No

APPENDIX E

GRIEVANCE DECISIONS

STEP ONE (Formal) Decision & Reasons Therefore_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and/or Association Representative *

STEP TWO (Formal) Decision & Reasons Therefore_____

_____

_____

_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and or Association Representative*

STEP THREE (Formal) Decision and Reasons Therefore_____

_____

_____

_____

Date_____ Signature_____
Administrative Representative

Signature_____
Aggrieved and/or Association Representative*

WHERE DECISION REQUIRES ADDITIONAL SPACE, ATTACH PAGES AS NECESSARY.
*Signature of the aggrieved and/or Association Representative indicates only receipt and not necessarily agreement with the decision.