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AGREEMENT BETWEEN THE

AMANDA CLEARCREEK EDUCATION ASSOCIATION

AND THE

AMANDA CLEARCREEK LOCAL BOARD OF EDUCATION

July 1, 2026 - June 30, 2029

Board Approved: May 20, 2026

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ARTICLE 1: RECOGNITION

1) The Amanda-Clearcreek Local Board of Education recognizes the Amanda-Clearcreek Education Association/COEA/OEA/NEA as the exclusive representative for all full and part time certificated/licensed personnel under a regular teaching contract in the District (including school counselors) and tutors. Substitutes working less than sixty (60) consecutive days, aides, non-certificated personnel and administrative, supervisory personnel hired under an administrative contract and/or who hold administrators' positions are specifically excluded from the bargaining unit. Administrative supervisory personnel are defined as those employees who have the right to hire, fire, evaluate, discipline, discharge and/or recommend such actions.

2) The Amanda-Clearcreek Local Board of Education recognizes the Amanda-Clearcreek Education Association/COEA/OEA/NEA as the exclusive representative for all full and part time personnel fulfilling the following roles: school nurses, literacy coaches, instructional mentors, occupational therapists, speech language pathologists, interpreters, and social workers with exceptions outlined in the negotiated agreement.

3) The Board and Association agree that matters to be negotiated shall be confined to salary, hours and other terms and conditions of employment; and the continuation, modification or deletions of the provisions of

   this Agreement. Items which are not negotiable are those matters reserved to management unless the Board agrees to negotiate on those matters.

4) The Board recognizes that the Association represents only the positions set forth in Section A above, and that the Association shall not be considered as the bargaining agent for any other employees.

5) Definitions

   a) Association: The Amanda-Clearcreek Education Association/COEA/OEA/NEA

   b) Board: The Amanda-Clearcreek Local School District Board of Education acting as a corporate entity

   c) Building: Each building (grade cluster) will consist of the following:
      Primary (PK-2)
      Elementary (3-5)
      Middle School (6-8)
      High School (9-12)

d) FCESC: Fairfield County Educational Service Center

e) Day: A calendar day, unless otherwise indicated.

f) District: The Amanda-Clearcreek Local School District

g) Employer: Anyone acting on behalf of the Board in a particular instance

h) Masters +15: The Master+15 salary step is defined as fifteen (15) semester hours of coursework earned after the Masters' Degree has been conferred.

i) Masters +30: The Master+30 salary step is defined as thirty (30) semester hours of coursework earned after the Masters' Degree has been conferred.

j) ORC: Ohio Revised Code.

k) Superintendent: The Amanda-Clearcreek Superintendent or his/her designee.

l) Tutor Rate: The tutor rate is paid for all tutoring duties, regardless of when the tutoring takes place.

m) Unit Member: A member of the bargaining unit

n) Work Day: A weekday other than school recognized holidays.

o) 150 Hours*: 150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.
This will be stated on Appendix B as well as the Request for Salary Placement Change form.

ARTICLE 2: NEGOTIATIONS PROCEDURE

1) The Employer and the Association shall each designate a bargaining team of up to five (5) members and two (2) observers. All bargaining shall be conducted exclusively and in executive session between the teams. All meetings, including mediation, shall be scheduled during non-working hours unless otherwise mutually agreed to.

2) In the year in which the contract expires, either party may notify the other of a desire to commence bargaining. Notification by the Association shall be made in writing to the Superintendent; notification by the Employer shall be made in writing to the Co-Presidents of the Association. Within fifteen (15) days of such notification, the parties shall mutually establish a meeting date. At the initial meeting, the parties shall establish ground rules for the negotiations. After issues are exchanged, no new issues may be submitted except by mutual agreement.

3) Time Limits- Time limits will be mutually agreed to.

4) Information

   a) The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared information for development and evaluation of

proposals. Access to such information in such a form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. Any costs incurred as a result of providing such information shall be paid by the requesting party.

5) While Negotiations are in Progress

   a) Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.

   b) Statements to the media may be issued. A copy of any media release shall be furnished to the other party at the same time and by the same method.

   c) Each team shall designate one (1) chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at. Signed tentative agreements shall not be changed or submitted to further bargaining except by mutual agreement.

6) Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations. When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon official adoption and ratification, the Agreement shall be signed by and be binding upon both parties. The agreement will be posted electronically.

7) Disagreement
   The following impasse procedure will be used in the event the parties cannot reach agreement prior to the expiration of the negotiations period.

   a) Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator, for the purpose of mediating an agreement.

   b) The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Employer. However, the mediator shall not have the authority to extend mediation beyond the time limits of the current Agreement, or to bind the parties to any items or agreement.

   c) This alternate impasse procedure supersedes and takes the place of the requirements of ORC Chapter 4117.

   d) At any time, the parties may mutually agree to a different alternate impasse procedure.

8) Amendment of Procedures
   The parties agree that any or all of the procedures contained in this Article may be amended at any time by mutual agreement.

ARTICLE 3: MANAGEMENT AND ASSOCIATION RIGHTS

1) Management Rights

   a) Except as specifically abridged, limited or modified by a specific and express term of this Agreement, the Board retains and reserves to itself, without limitation, all powers and authority conferred upon it by law (including those management rights provided by ORC 4117.08(C)(1-9)).

   b) If the Employer would like to obtain a waiver of any provision of this Agreement in a particular situation, the Employer and an Association/building representative will meet in an attempt to resolve the issue. If the parties are unable to reach an agreement, the Employer and the teacher(s) involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the Association is given notification of the Agreement. The Association may not file a grievance concerning a situation where an employee has entered into a waiver agreement and that employee does not wish to file a grievance.

2) Association Rights
   Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights as follows:

   a) The Association shall have the right to use the workroom bulletin boards in each building for official Association business.

   b) With the prior notification to the principal and/or Superintendent, a representative of the Association may make announcements at the end of school faculty meetings.

   c) With the prior notification to the building principal, a representative of the Association may make announcements over the building public address system either prior to or after the student school day.

   d) The Association building representative will have permission to use individual school equipment, including computers, tablets, copiers, fax machines and all types of audio-visual equipment, when such equipment is not otherwise in use. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace the equipment at prorated market value. Supplies in connection with such equipment used will be furnished and paid for by the Association.

   e) The Association shall have the right to use school buildings and facilities during non-school hours without charge for meetings held during the custodian's scheduled work time so long as such meetings do not interfere with previously scheduled building activities. The Association shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s), when possible. The Association shall use the building according to regulations established by the Board and shall be responsible for any costs incurred, such as damages, custodial overtime pay, etc.

f) The Association may place Association communications in the mailboxes of Association members. The Association shall have the right to place an organizational identification on the mailboxes of all teachers who are unit members.

g) The Association shall receive notice of any regular or special Board meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the Co-Presidents of the Association on the same basis as it is to the news media.

h) The Association Co-Presidents shall receive an advance copy of the agenda of each Board meeting. The agenda shall be sent via email at the same time as it is sent to the Board members.

i) The Association shall further receive two (2) complete packages of the information submitted to the Board, aside from confidential materials. One (1) shall be sent to each of the Association Co-Presidents.

j) Two (2) representatives of the Association shall be accorded the same seating privilege as the press at regularly scheduled or special, non-executive session meetings of the Board. A representative of the Association shall be permitted to address the Board during the Board meeting prior to the Board's opening discussion with other representatives of the public. Minutes of the Board meeting will be made available to the Association as they become available and upon Association request.

k) With the individual's written authorization, the names and personal emails, and teaching assignment of newly employed unit members shall be provided to the Association prior to the beginning of the school year.

l) The Superintendent shall provide time for the Association to address new unit members at the initial orientation meeting. The Association shall also have the right to place a letter in the Superintendent's packet to all new unit members informing them that the Association is recognized as the exclusive bargaining agent.

m) The Co-Presidents of the Association and/or a designee (upon notification to his/her building principal) and/or the consultant of the Association may visit schools during non-working (i.e., non-student contact) time. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall notify the principal or, in his/her absence, the acting building administrator of the visit. Such visitations shall not interfere with the operations of the school system or with the employment responsibilities of the individual unit member being contacted.

n) Visits made to discuss with the principal special problems of individual unit members must be arranged in accordance with the appropriate building principal and/or the Superintendent.

o) The Association will have six (6) days per school year, with the option of carrying over a maximum of two (2) days to the next year, to use for the purpose of attending meetings and conventions that apply to Association business. All expenses, excluding the costs of substitutes, are totally the responsibility of the Association or Association member(s). Requests for Association leave shall be submitted from ACEA to the Superintendent, the Treasurer, and the building principal, as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested.

ARTICLE 4: PAY PRACTICES

1) All unit members must have a valid credential related to their assignment as determined by the State or the Superintendent.

2) Unit members will be credited with up to ten (10) years of service credit for previous teaching experience in chartered public, non-public, and out-of-state schools provided that the unit member had a valid teaching certificate/license during each year of credited teaching experience. The Employer has the discretion to grant up to twenty years of service credit in appropriate circumstances.

3) A year of teaching experience shall be for not less than one hundred twenty (120) school days of any given school year and must be for regular or substitute teaching.

4) Up to five (5) years of service credit shall be granted for previous military service.

5) All previous experience, both teaching and military, must be verified by the unit member.

6) Per diem deductions shall be made for previously authorized absence other than those provided for under the leave provisions of this Agreement. The deduction of a day's salary is calculated as follows:

    a) The total number of days the unit member is employed, divided into the total salary (excluding any supplemental pay) times the number of days of previously authorized absence.)

    b) The deduction shall be made in the paycheck following the previously authorized absence, or by a schedule determined in cooperation with the Treasurer's office. The deductions must be repaid in full by the end of the current fiscal year.

7) All unit members under contract by June 1 for the following school year will be given a salary notice by July 1. If a new salary schedule is established for the remainder of that year, then a salary notice will be issued within thirty (30) days after the adoption of that salary schedule by the Board.

8) Non teaching positions listed in Article 1, Section 2 (positions not given a teaching contract) shall follow the salary index and schedule provided by the district.

9) All unit members shall receive their W-2 forms on or before January 31.

10) Pay days will be the 5th and the 20th of each month. All unit members will be paid via direct deposit. Direct deposit stubs will be available via email distribution.

11) A bargaining unit member may move to another column on the salary schedule when qualified upon submitting official transcript of completed coursework/degree (degree confirmed and conferred) in the field of education, the teacher's area of assignment, or as determined by the superintendent and written notice to the Treasurer no later than September 5, or January 5 (refer to Appendix B). A bargaining unit member who qualifies for a move on the salary schedule shall submit to the Treasurer a completed Request for Salary Placement Change form and official transcripts confirming and conferring the complete coursework / degree. Members who submit the form and official transcripts on or before September 5 will receive the new salary the entire contract year. Members submitting transcripts on or before January 5 will receive the new salary only for the remainder of the contract year, starting January 1. For salary placement and advancement, one (1) semester credit hour, regardless of institution of higher

education, equals thirty (30) contact or clock hours, with no partial credit granted. When applying for salary advancement or reimbursement, the bargaining unit member must provide proof that the institution awards one semester credit hour for thirty (30) contact or clock hours.

12) Payroll Deductions

a) Association Dues

i) Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership. Any member hired or becoming eligible for membership after October 30 shall be entitled to payroll deduction of dues, fees, and assessments on a schedule determined by the Association Treasurer.

ii) The Employer agrees to deduct from the wages of any employee- member of the Association, the dues, initiation fees and assessments of the Union, upon presentation of a written deduction authorization from any member of the Association. The Employer shall provide for twenty (20) payroll deductions for Association and affiliate dues. The deductions shall start with the first and second pay in November and continue with the first and second pay of each month for nine (9) additional months. Such deduction shall continue from year to year at the discretion of the unit member.

iii) For any yearly payroll deduction, there shall be equal withdraws throughout the year or the deduction shall be made in one full sum.

iv) Except in cases of emergency, payroll deductions may be established or revised effective on the first working day of any month.

v) The Association shall notify the Treasurer as to the names of the persons requesting payroll deduction of dues or fees and the amounts of those dues or fees by October 15 of each year.

vi) The Treasurer shall submit monthly to the Association Treasurer a check for the total amount deducted that month.

vii) The Board, recognizing the Association as the exclusive representative of the unit members, shall not permit payroll deduction of dues for any competing organization as long as the Association remains the recognized representative of the unit members.

viii) If, for any reason, the Board fails to make a deduction for any unit member as above provided, it shall make that deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the unit member. The Association agrees to hold the Board and its employees and agents harmless for any and all errors arising out of the dues deduction procedure, provided that such error is corrected in accordance with this policy.

ix) A member who wishes to cancel their membership may do so by notifying the Association Treasurer, in writing. Upon cancellation of membership, the Association

shall notify the District Treasurer of the remaining dues owed. The District Treasurer shall deduct all fees owed from the employee's next pay.

13) Board Indemnification

The association agrees to indemnify the Board for any cost or liability, including punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

a) The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.

b) The Board agrees to:

i) Give full and complete cooperation and assistance to the Association at all levels of the proceeding;

ii) Permit the Association or its affiliates to intervene as a party if it so desires;

iii) To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action

c) Financial Institutions

The Employer shall provide for payroll deductions to the financial institution(s) as determined by the unit member. Such deductions shall be over twenty-four (24) pays and shall continue from year to year at the discretion of the unit member.

d) Tax Sheltered Annuities

i) The unit member agrees to hold harmless the Board and its employees and agents for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.

ii) Companies

Upon the effective date of this Agreement, any new company must be representative of at least five (5) unit members or one percent (1%) of the total full-time unit members, whichever is greater, unless the company has an in-force contract with a new unit member with the exception of Ohio Deferred Compensation.

The Treasurer's office shall maintain and make available to unit members, upon request, a list of annuity companies eligible for payroll deduction.

e) OEA Fund for Children and Public Education

i) The Treasurer shall make deductions for FCPE if authorized by the unit member ($1.00 minimum).

ii) At the discretion of the unit member, such deductions shall be made either:

(1) Over twenty-four (24) pays and shall continue from year to year; or

(2) A total amount may be authorized by the unit member to be withheld in a designated number of equal payments.

f) All deductions shall be forwarded by the Treasurer to the proper authority immediately upon the issuance of payroll checks.

ARTICLE 5: GRIEVANCE PROCEDURE

1) Definitions

a) Grievance: An alleged violation, misapplication or misinterpretation of the written negotiated contact between the Board and the Association.

b) A grievant shall mean a unit member or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred.

c) All days referred to herein shall be work days as defined in Article 1 (4) (m). in which school is in session unless otherwise specified.

2) Purpose

a) The purpose of the grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.

b) Nothing herein shall prohibit any grievant from discussing his/her grievance informally with any member of the Association or the Employer.

3) Specifications

a) If the administration does not render a decision within the prescribed time, the grievance will be automatically advanced to the next step.

b) A grievance may be withdrawn at any level without prejudice.

c) Copies of all records dealing with a grievance will be furnished to all parties to a grievance. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.

d) A separate file for grievances will be kept in the Superintendent's office or designee.

e) No participant in the grievance procedure shall be subject to reprisal or discrimination as a result of their participation in the procedure.

f) Association grievances shall be filed at the Superintendent's level unless the parties to the grievance work in one (1) building where the grievance shall be filed with the building principal concerned.

g) The time limits may be waived at any step of this procedure so long as both parties have agreed in writing.

h) The grievant shall have the right to be represented by an Association representative at any level of this procedure. The Association has the sole and exclusive right to represent the grievant during this procedure.

4) Initiating and Processing

a) Grievance Step One: Informal
Any unit member having a grievance shall first discuss such grievance with his/her building principal or director / supervisor and may be accompanied by representatives of his/her choice.

b) Step Two: Principal / Director / Supervisor
If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with such unit member's building principal or director / supervisor, if the principal or director / supervisor has the authority to adjust the grievance. If not, the grievance will be filed at Step Three. If such grievance is not lodged within twenty-two (22) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist.
The written grievance shall be on a standard form attached to this Agreement and supplied by the Employer to individual unit members. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the agreement and the negotiated item agreements allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed within twenty-two (22) days of the act or occurrence upon which the grievance is based. A hearing shall be conducted between the building principal or director / supervisor and the grievant within ten (10) days after receipt of the written grievance. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by representatives of his/her local Association.

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Within ten (10) days of the hearing, the principal or director / supervisor shall render a written decision (which shall include reasons based upon the circumstances of the grievance) to the grievant, with a copy going to the Association Co-Presidents and the Superintendent.

c) Step Three: Superintendent
If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the principal's or director/ supervisor action on said grievance shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the appeal. The grievant shall have the right to be represented at such hearing by representatives of his/her local Association. The Superintendent shall take action on the appeal of the grievance within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

d) Step Four: FMCS Mediation
If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the

grievant, the grievant and the Association may request FMCS mediation or other mutually agreed upon mediator. The notice of mediation request shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such request within ten (10) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The parties will attempt to agree on an FMCS mediator or other mutually agreed upon mediator. If unable to agree, the Association will request for FMCS or other mutually agreed upon mediator, to appoint a mediator.

e) Step Five: Arbitration

If the grievant(s) and the Association are not satisfied with the Step Four results, the Association may, within ten (10) days, submit Grievance Report Form Step Five to the Superintendent. Within ten (10) days of submission to the Superintendent, the parties shall attempt to agree on an arbitrator. If no arbitrator is agreed upon, the Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) arbitrators.

Each party shall strike those names which are unacceptable, rank the remaining arbitrators, and return the list to AAA. The arbitrator appearing on both lists as acceptable that has the highest cumulative ranking will be designated as the arbitrator. The AAA shall not have the authority to independently designate an arbitrator. If an arbitrator is not selected from the first two lists using this method, the parties shall select an arbitrator from the third list using the alternate strike method.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

The decision shall be in writing, a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties, except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award that violates the terms and conditions of the Agreement between the Association and the Board.

The costs for the arbitrator shall be shared equally by the grievant(s) and the Board.

ARTICLE 6: ASSAULT PROTECTION

The Board supports the prosecution of any student, or visitor to a building or grounds, who physically assaults a unit member. Procedures for filing reports:

1) Any unit member who has suffered a physical, written or verbal assault that resulted in mental or physical injury and/or loss of personal property while performing contractual or other duties related to his/her employment by the Board shall make an immediate oral report, if possible, and shall within one (1) working day, unless incapacitated, make a written report on Board prescribed forms of the circumstances thereof to the building principal or director / supervisor. The individual shall make supplemental written reports attaching copies of any summons, complaints, process, information indictment, notice, or demand served upon him in connection with such assault and/or loss of personal property within five (5) working days after he/she has been served therewith, and shall report the final disposition of any such proceedings.

If the employee is unable to perform his/her duties, the employee's instructional responsibilities will be covered for the rest of the day and the employee is entitled to the rest of the day on assault leave.

2) The principal, or director / supervisor or designated representative shall obtain a list of witnesses to said assault. The principal, or director / supervisor shall then obtain a written statement of the observations of each witness.

3) Such reports will be forwarded to the Superintendent's office. Provided that such information is not privileged by law, copies of all reports will be provided to the unit member by the Employer.

4) The Superintendent shall acknowledge receipt of the principal's or director / supervisor and the unit member's reports. The Superintendent shall communicate to the President of the Board and the Co-Presidents that an incident has occurred and the superintendent shall communicate to the unit member their right to inform the association Co-Presidents if they so choose

5) In order to be eligible for the benefits contained in Section F below, unit members assaulted while performing contractual duties related to their employment by the Board must file a claim with the State Worker's Compensation Bureau.

6) Leave Provisions:
The Board will provide up to three (3) workdays assault leave to a teacher who is absent due to physical, psychological or emotional harm resulting from an assault which occurs in the course of an employee's Board employment. During this time the Board will maintain the teacher on full-pay status during the period of such absence without use of his/her sick leave.

7) If a physical assault, or injury caused by violence, on a unit member results in his/her inability to perform contractual related duties for a period of time, after the initial three (3) days assault leave above. The unit member shall be provided leave until he/she is able to resume his/her professional duties without net loss of pay for a period not to exceed forty (40) unit member work days. No deduction shall be made from his/her sick leave while the unit member is covered under this Article. The unit member, unless incapacitated, shall make written application for leave, and will provide the Board with a written physician's statement recommending the leave and the approximate duration of the disability and/or be examined by a Board designated physician at Board expense.

8) A student who physically assaults a unit member shall be immediately isolated and supervised and shall not return to the unit members classroom until an investigation can be completed.

9) Should any unit member knowingly and with intent make false application for and/or falsify any information within the provisions of this Article, he/she shall be subject to written reprimand, suspension or termination.

10) In the event that a unit member has personal items destroyed as the result of an assault, the member shall be reimbursed for destroyed personal property up to $500.

11) If the unit member is injured on the job, he/she is encouraged to go promptly to a medical facility to complete a First Report of Injury (FROI).

ARTICLE 7: EVALUATION

The purpose of this procedure is to assist a unit member in improving his/her effectiveness, and the Board in evaluating the unit member's effectiveness. This Article shall be consistent with statutory provisions regarding evaluations and the Ohio Teacher Evaluation System (OTES) Framework.

1. SCOPE AND PURPOSE

    a. The purpose of teacher evaluation is to use fair, objective, and reasonable practices to: advance the professional learning and practice of teachers individually and collectively in the school District; inform instruction and; assist teachers and administrators in identifying, implementing, and supporting best educational best practices that will provide the greatest opportunity for student learning and growth.

    b. The teacher evaluation procedure contained in this agreement applies to teachers who spend at least fifty percent (50%) of their time providing student instruction and are working under a license issued under Ohio Rev. Code (§3319.22, § 3319.26, § 3319.222, § 3319.226) or a professional or permanent certificate issued under section Ohio Rev. Code (§ 3 319 .222, as it existed prior to September 2003).

        i. Unit members not subject to evaluation under OTES 2.0 will be evaluated in accordance with the procedures and tools outlined by the district.

    c. The District shall not conduct an evaluation for any teacher who:

        i. Was on leave for fifty percent (50%) or more of the school year;

        ii. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire;

        iii. Is participating in year one of the teacher residency program established by Ohio Rev. Code §3319.223;

        iv. Is a substitute teacher.

2. STANDING JOINT COMMITTEE FOR TEACHER EVALUATION

    a. The Association and Board agree to establish a standing joint Evaluation Committee. The committee shall be comprised of four (4) Association members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Association Co-Presidents and four (4) members appointed by the Superintendent/designee.

    b. Committee Composition & Operation

        i. The District shall provide members of the committee with training necessary to serve as an effective member of the committee prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

ii. All decisions of the committee shall be achieved by consensus.

iii. The District shall provide members of the committee with training in all aspects of OTES, the standards for the teaching profession, HQSD, and teacher of record prior to service on the committee. The cost, if any, shall be borne by the Board of Education.

iv. Members of the committee shall receive release time for committee work and training during the contractual work day or any committee work. Training and committee meetings held outside of the contractual work day shall be paid at the district's prorated hourly meeting rate established in Article 10 Section 18.

v. At the committee's discretion, district leaders, subcommittees, and consultants may be utilized to assist with their work.

c. Committee Authority

i. The committee shall be responsible for jointly developing, reviewing, and recommending evaluation policy, procedures, and processes, including the evaluation instrument, for teacher evaluation schedule of evaluations, and identifying High Quality Student Data, to the Board of Education. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.

ii. The Board and the Association shall bargain, during regular contract negotiations, all elements of the teacher evaluation procedure and these negotiations shall be satisfactorily completed prior to the implementation of the evaluation procedure or prior to any modification or amendment of same. Any agreement that is achieved through said negotiations shall be subject to ratification by both parties.

3. EVALUATOR ASSIGNMENT

a. A teacher's evaluator shall be assigned, and the teacher shall be notified of the assignment no later than September 15. For all teachers, the evaluator shall be the teacher's immediate administrator.

i. In the event a teacher performs work under more than one (1) administrator, only one (1) administrator shall be designated as the evaluating administrator.

ii. Should an unforeseen emergency arise, a new evaluator must be chosen in consultation with the teacher from the predetermined list provided by the Superintendent.

iii. The unit member may request an additional observation to be conducted by another District administrator or other credentialed evaluator selected by the mutual agreement of the Superintendent and the unit member being evaluated. This also applies to any situation where an administrator violates any provision of this evaluation system.

iv. In assessing a teacher's performance, evaluators shall not make judgments, or otherwise discriminate, based on a teacher's age, length of service, gender, gender identity, gender expression, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

4. ORIENTATION AND PROFESSIONAL DEVELOPMENT PROFESSIONAL DEVELOPMENT

a. Professional Development

1. The Board shall meet the requirements of Ohio Rev. Code § 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this agreement. All professional development will align with the Ohio Professional Development Standards.

2. Before the beginning of each evaluation cycle, and no later than September 15 of each year, the Board shall provide teachers in their first evaluation cycle and administrators conducting their first year of evaluations training on the components of the teacher evaluation procedure. The training will ensure functional awareness and understanding of all standards and rubrics, processes, forms, and tools used in the evaluation procedure, including, but not limited to the calibration of evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High Quality Student Data (HQSD).

b. Evaluators

i. Before beginning the evaluation process for any bargaining unit member, the assigned evaluator shall be required to have successfully completed the state-mandated evaluator credentialing or re-credentialing training and have passed said assessment.

ii. Evaluators who fail to pass re-credentialing or recalibration will be prohibited from evaluating teachers for the evaluation cycle. A list of these evaluators will be provided to the Association Co-Presidents upon request.

iii. Funding for orientation, professional development and training

1. The Board shall allocate the necessary funding annually for orientation, professional development, and training purposes to implement the teacher evaluation system with fidelity. The financial resources to support the professional development shall prioritize teachers assigned an improvement plan before teachers not assigned an improvement plan.

a. The evaluator and teacher shall jointly identify training, classes, resources, or other professional development opportunities that align with areas of need identified in the improvement plan or through the evaluation process.

b. All training shall be held during school hours, unless mutually agreed upon by both parties.

2. All requests for professional dollars shall be submitted to the Superintendent, including the cost of the professional development. If the request is denied, the Superintendent shall provide to the teacher, in writing, the reason for the denial within five (5) working days. If the teacher believes the denial is arbitrary,

capricious or unreasonable, the employee may file a grievance, pursuant to Article 5 of this Contract.

5. EVALUATION STRUCTURE AND PROCEDURES

a. No teacher shall be subject to more than one (1) Evaluation Cycle per school year.

b. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

c. CRITERIA FOR PERFORMANCE ASSESSMENT

i. Teacher performance shall be based on the evidence provided by the teacher and on the formal observations and walkthroughs by the teacher's assigned evaluator.

ii. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. All evidence presented shall be included in the report and will be considered in the evaluator's assessment of the teacher.

iii. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

iv. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence collected by the evaluator.

v. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video, audio devices, or artificial intelligence software without the express, written consent of the teacher being evaluated.

vi. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

d. OBSERVATIONS

i. Schedule of Observations

1. The Board shall perform two (2) formal observations in a year in which the teacher is on an evaluation cycle. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first formal observation shall be finalized, including the post conference with the evaluator, no later than the final school day before

winter break. The second formal observation shall be finalized, including the post conference with the evaluator, no later than April 30.

2. The Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a teacher under Ohio Rev. Code § 3319.11. The observation schedule shall comply with (1) above and the third formal observation shall occur at least fifteen (15) working days following the second post-observation conference. The third formal observation shall be finalized, including the post conference with the evaluator, no later than April 30.

3. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing, a holiday, any school break of more than two (2) consecutive calendar days, or any leave of absence of more than three (3) days unless mutually agreed upon by both parties.

4. All formal observations shall be announced.

5. Administration is prohibited from using any Artificial Intelligence tools, including, but not limited to, transcription software, audio or video recording tools, automated analysis tools, or machine learning based applications, during any observation.

e. Observation Conferences

i. A pre-observation conference shall occur between the evaluator and the teacher not less than three (3) working days prior to each formal observation unless both parties mutually agree to a shorter timeline. At the pre-observation conference, the teacher shall provide evidence for the work situation to be observed on the pre-observation form.

ii. A post-observation conference shall be held after each formal observation. The post-observation conference shall take place not more than 10 working days following the formal observation. Teachers shall be given the opportunity to provide evidence, which must be utilized to inform the evaluator's rating in all areas of the observation and shall include a discussion of the progress being made on the teacher's professional growth or improvement plan.

iii. The evaluator shall provide the teacher with copies of all written documentation including but not limited to notes, scripts, artifacts, and evidence collected during formal observations and walkthroughs.

f. WALKTHROUGHS/INFORMAL OBSERVATIONS

i. A walkthrough/informal observation is a formative assessment process lasting ten to fifteen (10-15) consecutive minutes in duration, not to disrupt the learning environment in the classroom, that focuses on at least one (1) of the following components which results in brief written note(s) or a summary:Evidence of planning; Lesson delivery; Differentiation; Resources; Classroom environment; Student engagement; Assessment;

Any other component of the Standards for Ohio Educators and rubrics approved for teacher evaluation.

ii. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough, no later than three (3) work days following the walkthrough.

iii. At the request of the teacher, a formal debriefing shall occur within three (3) work days of receiving the pin after the walkthrough to discuss observations of the evaluator.

iv. A minimum of two (2) and no more than four (4) walkthroughs shall be conducted in each evaluation cycle.

g. HIGH QUALITY STUDENT DATA (HQSD)

i. Each evaluation shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

1. HQSD is defined as quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts consisting of Department Heads or Grade Level Team Leaders, Special Education Supervisor, Special Education Department Head, and Curriculum Supervisor which provides evidence of student learning that can be directly attributed to the teacher being evaluated.

ii. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program. The District shall utilize the approved list of vendor assessments from ODE.

iii. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following: knowledge of the students to whom the teacher provides instruction; the teacher's use of differentiated instruction practices; assessment of student learning; the use of assessment data; professional responsibility and growth.

iv. No Evaluation Factor shall be impacted solely by student performance on a test or tests.

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

h. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS

i. Definitions

1. A Professional Growth Plan is a written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation.

2. An Improvement Plan is defined as a detailed, written plan collaboratively developed between the teacher and evaluator, utilized solely when a teacher receives an Evaluation Rating of ineffective or developing.

ii. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Teachers whose evaluation rating is Developing may be placed on a professional growth plan or an improvement plan, at the discretion of the District. Developing rated teachers being placed on a professional growth plan or an improvement plan shall develop the plan with their assigned evaluator, pursuant to the terms of this agreement.

4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement

5. If a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a teacher mentor/coach or another mutually-agreed upon teacher of the District to facilitate further discussion between the teacher and the evaluator toward development of the professional growth and improvement plan.

iii. The Board shall provide professional development, mentoring/coaching, the allocation of financial resources to accelerate teacher growth and improvement; and support to teachers on an improvement plan.

iv. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan.

v. Professional growth and improvement plans shall be aligned to the teacher's evaluation and, if applicable, include one (1) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965" as amended.

vi. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

i. MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN

i. Upon request, the District shall provide teachers on an improvement plan with a trained mentor teacher who is not the credentialed evaluator. The mentor teacher shall be provided release time to allow for consultations and/or observations with the teacher.

ii. Role of the Mentor Teacher

1. The mentor teacher shall possess a Five Year Professional license, have a minimum of five (5) consecutive years of teaching experience in the District, and shall not have a formal evaluation role.

2. The mentor teacher shall be assigned to teachers with the same area of certification/license or shall have extensive knowledge of a variety of classroom management and instructional techniques in order to support the teacher in identified areas of growth through formative tools and practices.

3. The mentor teacher shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

4. Each mentor teacher shall be granted release time for mentoring activities. Release time shall be separate from any other release time covered under this agreement and shall be coordinated by the building administrator.

5. Mentor teacher activities shall not be included in a teacher's evaluation, except for a notation of service as a mentor.

6. Mentor teachers shall not be directed to make recommendations regarding a teacher's continued employment and/or advancement in the Resident Educator Program, nor shall they be required to disclose information from written documentation or confidential mentor-mentee discussions. All mentor-mentee interactions are confidential, and any breach of confidentiality shall result in immediate removal from the mentor role; no such information shall be used in the teacher's evaluation.

7. Either the mentor teacher or the teacher may request reassignment to a new mentor once, without providing a reason and without prejudice to either party.

8. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for high-stake employment decisions.

9. If there are no volunteers from the bargaining unit who expresses interest for the position of mentor, the Superintendent shall direct a qualified bargaining unit member to the position for no more than one (1) year as mentor. Involuntary

assignment by the Superintendent shall occur not more than once every three (3) years for a specific bargaining unit member.

j. FINALIZATION OF EVALUATION

i. Before the evaluation cycle is final, and not later than May 10, access to the evaluation report shall be given to the teacher and a conference shall be held between the teacher and the evaluator.
The teacher shall have the right to respond prior to finalizing the evaluation.

ii. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards.

1. Only evidence gathered during the walkthroughs and formal observations that are conducted for the current school year may be used unless an additional conference is scheduled for the teacher to present additional evidence.

2. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note evidence of all information used to support the conclusions reached in the formal evaluation report.

3. The evaluation report shall be signed by the evaluator and the teacher and filed with the Superintendent no later than May 10. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation.

4. Any teacher who receives an evaluation rating of "skilled" shall not be subject to another evaluation cycle until the second school year following the rating unless it is determined, in writing and through a significant amount of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

5. Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a significant amount of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan.

6. Upon request, teachers shall be given copies of all information and documents obtained through the evaluation process, including the Superintendent's annual report of evaluation data to ODE.

7. The district will use ~~of~~ the Ohio Evaluation System (OhioES) for teacher evaluation electronic reporting and/or storage or other state defined system. ~~and~~ This shall be done in such a way as to assure that the name of, or any other personally identifiable information, is not transmitted outside of the District.

k. DUE PROCESS

i. Teachers who disagree with and provide evidence that identifies errors with, data sources, data collection or calculation, performance ratings, and/or the summative evaluation rating shall be permitted to request a different credentialed evaluator. Such requests shall be documented and approved by the District.

ii. A teacher shall be entitled to Association representation at any conference held during this procedure. The evaluator shall notify the teacher of this right prior to scheduling any conference regarding this evaluation process.

iii. Failure by the District to adhere to any timeline or condition established in this agreement shall automatically require re-employment of the teacher under the appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

iv. Any violation of either procedural or substantive due process shall automatically require re-employment of the teacher under appropriate contract which they are otherwise eligible to receive under the collective bargaining agreement and/or Ohio law.

v. All provisions of OTES shall be governed by this Agreement, in compliance with Ohio Rev. Code, and shall be grievable under the applicable grievance provisions of this Agreement. The timeline for initiating a grievance shall begin with the reporting of a teacher's evaluation rating at the end of her/his evaluation cycle.

vi. The Board shall amend its evaluation policy to conform to the terms of this agreement.

vii. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a Court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet within 10 days to bargain over the impact of the changes. If the parties fail to reach agreement within thirty (30) days of the initial bargaining meeting, the parties shall utilize the Dispute Resolution Procedure found in Article 2 of this agreement. If the parties are unable to reach an agreement after thirty (30) days of the enactment of the Dispute Resolution Procedure, the parties may avail themselves of any other legal remedy. The Association specifically retains the right to strike under Ohio Rev. Code § 4117 at the end of the thirty (30) day dispute resolution procedure period.

l. PERSONNEL ACTION

i. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction, or recall of any teacher until at least one complete evaluation has been finalized, including the post conference with the evaluator.

ARTICLE 8: COMPLAINT PROCEDURE

1) When a complaint is made to the Board, any of its members, or to administrators concerning a unit member's conduct or other activities that relate to that unit member's employment

duties, an informal investigation shall occur to determine whether the concern is serious enough to be considered a matter of record.

2) If the complaint is serious enough to be considered a matter of record, the appropriate administrator shall meet with the unit member as soon as possible but no later than twenty (20) working days to discuss the complaint. The appropriate administrator and the unit member shall attempt to resolve the complaint.

3) Before the complaint is taken to the Board for action, an investigation will be conducted by the Superintendent.

4) The Board recognizes the need for confidentiality and will make every effort to ensure that the complaint is handled in a confidential manner.

5) A unit member has the right to Association representation during any investigatory interview that the employee reasonably believes could lead to discipline. Employees also have the right to Association representation at conferences during which discipline is being administered.

6) The Employer will notify unit members of any complaint that might become a matter of record Anonymous complaints will not become a matter of record.

7) The Employer will strongly encourage individuals who wish to file a formal complaint against a unit member to submit the complaint in writing, preferably on the approved form. The form itself will not be placed in the unit member's personnel file; however, the results of any investigation of the complaint may be placed in the unit member's personnel file. The mere filing of a complaint cannot be used against a unit member in the evaluation process, but the result of any investigation of the complaint can be included in the evaluation process.

ARTICLE 9: NON-RENEWAL

The following procedures shall be used in the processing of a non-renewal recommendation of a unit member's teaching contract:

1) A unit member shall be notified in person and in writing by the Superintendent of the administration's intent to recommend non-renewal as is prescribed in the unit member evaluation instrument by May 10.

2) If a unit member is working under a limited contract, he/she may request within three (3) business days of the receipt of the non-renewal recommendation, a meeting with the Superintendent during which the evaluators and/or the Superintendent shall provide a reason in writing for his/her non-renewal recommendation.

3) Should the unit member so desire he/she may request a hearing with the Board to provide evidence which may rebut the Superintendent's recommendation for nonrenewal. Said hearing request shall be filed with the Treasurer within three (3) business days of the unit member's meeting with the Superintendent. The unit member shall have the right to a representative at said hearing. The hearing shall be in executive session unless the parties mutually agree to do otherwise.

4) The reasons for non-renewal shall be neither arbitrary nor capricious and shall be rationally related to the unit member's ability to perform in his/her assigned duties.

5) No unit member shall be non-renewed unless evaluated pursuant to the procedures set forth in this Agreement with the exception of positions listed in Article 1, Section 2. Nonrenewal of these positions shall be determined based on district staffing needs to appropriately service the student population. When possible, nonrenewals will be avoided through attrition. Attrition will include terminations, resignations, retirement, or death.

6) This Article shall apply to regular limited teaching contracts only.

7) This Article shall supersede all statutory provisions regarding the non-renewal of limited contracts.

8) The Board will act on all Superintendent recommendations for non-renewal on or before June 1.

9) Long-term substitutes will be automatically non-renewed at the expiration of the year without requirement of notice or action by the Board.

ARTICLE 10: UNIT MEMBER DAY AND YEAR

1) The normal work year will consist of 184 workdays, including two (2) preparation days and up to seven (7) in-service days. Additional in-service days may be scheduled with the agreement of the Association.

2) Unit members' normal work days will be no longer than seven and one-half (7-1/2) hours. The school day will not start earlier than 7:15 a.m. or end later than 4:30p.m. However, if meetings are scheduled in which attendance is required, unit members shall remain up to an extra hour prior to or beyond the workday. Except in extenuating circumstances, no meeting in the District shall be called without twenty four (24) hour notice. Except in extenuating circumstances, the total number of meeting hours shall not exceed two (2) per month.

3) Duties will be assigned by the building principal or his/her designee. Total minutes of extra duty time shall be assigned as equitably as possible among unit members. The extra duty schedule will be prepared in advance with the understanding that unit members may trade extra duties if the trade is agreeable to both members and the building principal. The principal shall be notified at least twenty-four (24) hours prior to the duty if times are traded. No extra duties will be regularly scheduled beyond the normal workday, except in the case of an emergency.

4) Unit members shall receive thirty (30) consecutive duty-free minutes for lunch.

5) Unit members shall receive no less than two hundred (200) minutes per week for preparation time. This shall include at least one (1) thirty (30) consecutive minute period per day (not necessarily during the student day) in the elementary. Special teachers will be placed on a committee for input into scheduling. Preschool teachers shall be guaranteed 200 consecutive minutes of planning time weekly on the established day preschool students do not attend.

6) Any planned or unplanned two (2) hour late arrivals will result in the K-5 Regular Education classroom teachers receiving a minimum of a twenty (20) minute prep period the day of the late arrival.

7) The administration shall be responsible for the equitable distribution of work among unit members. Work is defined as follows (where applicable): number of classes, number of preparations, class size, instructional/non-instructional duties, and number of classes at a specific instructional level.

8) All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays.

9) The official closing of schools by the Superintendent on account of severe weather or other non-Association labor related emergency conditions shall not result in loss of pay. The first five (5) days school is closed in any given year will not be made up. However, the Employer has the right to make up any or all of the time that school is closed after the first five (5) days.

10) On any calamity day after five (5) calamity days that is announced by the Superintendent may require all Certificated Staff members to report within two (2) hours of their regularly scheduled times. This would not be in effect for any days the Fairfield County Sheriff's Office has enacted a Level 3 snow Emergency or for any employee whose county of residence has enacted a Level 3 Snow Emergency.

11) On any day when school is closed due to weather beyond the initial five (5) calamity days, employees who have missed eight (8) or fewer days the previous school year are not required to report in person and can work from home. Employees utilizing this option must log on for any digital meetings scheduled that day. Professional leave is not factored into the number of absences for this incentive. This provision does not apply to those in their first year of employment with the district.

12) Unit members are required to be present 10 minutes prior to the students' arrival time on all instructional days. Student arrival time is defined as the time when the students are officially permitted to go to their first period or homeroom classes. Teacher workdays and in-service days are exempted from this provision.

13) Any unit member who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the unit member would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.

14) Should the State Board of Education or law change to require either a longer day or school year, the day or year shall be adjusted accordingly and the parties shall meet immediately to negotiate compensation for such change.

15) A Committee consisting of two individuals appointed by the Superintendent and two individuals appointed by the Association Co-Presidents will meet near the end of each school year to plan the curriculum development for the in-service days for the following school year. The Committee will account for time to complete official documentation related to teaching duties (i.e. grades, progress reports, WEPs, RIMPS, progress notes, data collection etc.) with the goal of providing three half days devoted to Records each year (ideally one each in October, December or January, and March) not including the work days at the beginning and end of the year. The Committee may meet more often if necessary.

16) School Calendar - The Association shall provide the Superintendent calendar input gathered from unit members no later than the 2nd week of October for consideration. The Association shall be furnished a proposed school calendar at least four (4) weeks in advance of the adoption of the calendar by the Board. At least two (2) weeks in advance of adoption of the calendar, representatives of the association shall meet with the Superintendent to discuss Association recommendations for the calendar. The school calendar shall contain the daily starting and ending times for each building. The Board shall retain final authority with respect to the school calendar.

17) Professional development will be scheduled pursuant to Section A, above. The planning for the use of this time shall be developed by the administration in consultation with ACEA representatives appointed by the co-presidents. ACEA members shall be eligible for professional development credit for their development, attendance, and active participation in this process. Some of this time will be used for the analysis and the input of data from student assessments according to testing deadlines.

18) The District recognizes there are bargaining unit members who are required to maintain certification, endorsement, or other similar accreditation required in their current position (e.g. gifted hours, dyslexia K-3, etc.) as determined by the superintendent. The District shall provide the appropriate training to these members during District professional development days when possible. However, in the event the District is unable to provide the training, the District shall pay the full cost of tuition and all other reasonable expenses incurred in the connection of any of these required courses, seminars, conferences, training sessions, exams/tests. District shall provide release time for the bargaining unit member to attend this training during their contract year.
If the district requests the teacher complete training not offered in the contract year, the member will be compensated at the rate of $200 per day or a prorated amount for less than a full day.
Teachers volunteering to complete specialized training may be asked to reimburse the district should they choose to not return the following school year.

19) The District shall recognize unit members' participation in non-contract day professional development and will not require those unit members to attend redundant professional development offerings during the school year.

20) Team meetings can be held up to one time per week for a maximum of 30 minutes. Meeting times will begin no sooner than the end of the contract day. or if by team's choice, during their common planning time (or another time as agreed upon with the building principal).

21) The district will allow one and one half (1-1/2) hours for lunch on in-service days. This is only for those days that the in-service is at school, lunch is not provided, or not available from the cafeteria.

22) Teachers may be required to attend mandatory orientations or training outside the regular contact year. In the event the teacher is required to attend, the teacher shall be compensated at the rate of $200 per day or a prorated amount if less than a full day.

23) Core teachers as well as Intervention Specialists assigned to a self-contained resource room scheduled to teach more than four (4) preps per semester shall be compensated for additional classroom preparation as indicated below:

    a) 5 preps shall be compensated $400 per semester;

    b) 6 preps shall be compensated $800 per semester;

    c) 7 preps shall be compensated $1200 per semester;

    d) 8 preps shall be compensated $1600 per semester.

24) Special teachers scheduled to teach in multiple buildings with more than 6 preps shall be compensated $400 per semester.

25) Teachers moving from one classroom to another shall be provided up to 20 boxes to pack their belongings. Teachers moving classrooms shall have their materials and supplies moved for them prior to the date of their initial teaching assignment in the new classroom, provided that the teacher packs the materials and supplies to be moved. The Employer will make every effort to provide no less than 10 working days advance notice of any move to allow time for packing.
Principals/ Directors/Supervisors who initiate room changes for multiple (three or more) teachers will

determine those moves by May 15. In the event the administration determines a singular room change is necessary, and where the teacher is required to move between the last day of the school year and the first teacher work day, the impacted teacher(s) shall receive compensation for one day at the rate of $200 per day. One additional day may be approved at the discretion of the superintendent.

26) Teachers who teach College Credit Plus (CCP) courses shall receive additional compensation per semester according to the following schedule: CCP course taught during a semester = five hundred dollars ($500) per CCP course. Teachers shall not be permitted to teach more than two (2) CCP courses per semester. The Board retains total and complete discretion in selecting the teachers who will teach the CCP courses. In the event that a teacher does not complete all requirements of the university, the teacher forfeits any additional compensation for teaching the CCP course.

27) To receive compensation for teaching additional preps and/or College Credit Plus (CCP) courses, bargaining unit members shall complete and submit the District-approved compensation request form and submit it to the Treasurer within five (5) business days of submitting final grades for the semester. The Employer shall process payment in a timely manner upon verification of eligibility.

28) The Superintendent or designee shall assign a Mentor Teacher as required for Resident Educators by the Ohio Department of Education and Workforce or the Ohio State Board of Education. The district may assign a mentor to a teacher new to the district in a new teaching field as determined by the Superintendent. This mentor may be extended into a second year at the discretion of the Superintendent. The Mentor Teacher shall assist the mentee in generalized teaching procedures, techniques, classroom planning and organization, school functions and regulations and other areas of professional growth and development.

    a) The Board shall compensate each Mentor Teacher in the amount of $350 per mentee, to be paid in a lump sum at the end of the academic year in which the mentoring services are provided.

ARTICLE 11: VACANCIES AND TRANSFERS

1) Vacancies

    a) Any bargaining unit position that is to be filled and is posted prior to June 1, shall be posted internally within the district, for at least three (3) work days, prior to an external posting/announcement. Internal posting shall include an announcement of that position will be sent to all certified staff via email. If a posting occurs on or after June 1, the district may post internally and externally simultaneously. The posting/announcement shall include the following:

        i) Position(s) available;

        ii) Qualifications and requirements for the job as determined by the Superintendent;

iii) Deadline for submission;

iv) Effective starting date;

v) Any additional pertinent information.

b) Persons wishing to be considered for any such vacancies shall submit their interest via the link on the "All Staff" page within five (5) working days from the date of the vacancy posting. The Board reserves the right to make the determination of the best-qualified individuals available for filling or not filling any position(s) in the District. However, no position shall be filled from outside the District if a qualified unit member has applied and is qualified for the position in accordance with this policy. Should a unit member be denied a position, the Superintendent shall provide reasons in writing upon the unit member's request.

c) Vacancies do not arise until after transfers and assignments (including B (1-3) below) have been made.

2) Voluntary Transfers

a) All changes in teaching assignments will be made and unit members affected notified prior to August 1, of any school year, if at all possible.

b) Unit members who desire a change in grade and/or subject assignment or who desire reassignment to another building may file a written statement of such desire with the Superintendent at any time during the school year, but not later than June 1. Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be reassigned.

c) Transfers and assignments will be made on the basis of Section (B)2 above, without posting of individual job openings.

3) Involuntary Transfers

a) Occasionally, it may be necessary to involuntarily transfer or reassign unit members. In all cases of involuntary transfers or reassignment, the Superintendent will make the final decision in keeping with ORC Section 3319.01 and the provisions of this Agreement.

b) An involuntary transfer will be made only after a meeting with the unit member and the Superintendent has taken place. During this meeting, the Superintendent shall explain the rationale for the transfer including, but not limited to why the transfer is appropriate, how the unit member is a good fit for the position, and how the transfer is in the best interest of the students and/or building operations. Upon request, the Superintendent will provide a written copy of the rationale.

c) A unit member shall be given a choice of available positions when being involuntarily transferred, if possible.

d) In the case of an involuntary transfer necessitated solely by a demographic shift, the Superintendent will allow each unit member currently teaching in the area or grade level where

the reassignment needs to occur to volunteer for a transfer. [Example: If a third-grade teacher needs to be moved to fourth grade due to a demographic shift, only the unit members currently teaching third grade in the affected building will be eligible to volunteer under this provision.]

e) Affected unit members will have up to three (3) workdays to volunteer. The most senior volunteer will be allowed to transfer. If no teacher in the affected area or grade level volunteers, the Superintendent will make the final decision as to who is transferred, pursuant to Section 1, above.

ARTICLE 12: INDIVIDUAL RIGHTS

1) The Board recognizes the personal rights and freedoms granted unit members by the Constitution. The Board agrees to abide by all laws not in conflict with the negotiated terms of this Agreement that pertain to unit members.

2) Unit members shall have the following rights:

   a) The right to join and participate in civic or professional organizations on one's personal, non-working time;

   b) The right to participate in political functions on one's personal nonworking time;

   c) The right to hold elected office, so long as the responsibilities and commitments of such office do not interfere with the unit member's contractual duties with the Board and/or impact upon his/her job performance, or is prohibited by law;

   d) The right to privacy and recognition that one's personal, non-working life is not a condition of employment, unless it interferes with the effective performance of contract duties.

3) The Employer shall not take action against a unit member in the form of formal reprimand or discipline related to personal non-work-related activities unless the action of such unit member is determined to be in conflict with the effective performance of his/her contractual duties. Where possible, the Superintendent will discuss the nature of the problem with the unit member and his/her representative at least seven (7) days prior to any formal action. No disciplinary action will take place without good and just cause.

4) Unit members' children who do not reside in the District will be allowed to attend the Amanda-Clearcreek schools and will be given first priority under the Board's open enrollment policy, pursuant to and subject to the provisions of the policy and related regulations currently contained in Board Policy JECBB and Regulations JECBB-R.

ARTICLE 13: SEQUENCE OF CONTRACTS

1) The issuance of limited contracts shall be in the following manner:

   a) Upon initial employment, a one (1) year contract shall be issued, during which time a 184 workday probationary period shall be served in accordance with Section 7 below.

b) The second contract issued shall be a one (1) year contract , during which time a 184 workday probationary period shall be served in accordance with Section 7 below.

c) The third contract issued shall be a one (1) year contract.

d) The fourth contract and thereafter shall be a three (3) year or a continuing contract as per ORC Section 3319.11.

e) The contract sequence may not apply to the positions outlined in Article 1, Section 2 dependent upon district needs.

2) Contracts of less than three (3) years may be requested by the unit member. Based upon the unit member's job performance, the Board may interrupt the above sequence of contracts, but not more than twice; and only if the Board shows good and fair cause for performance reasons why the unit member's contract sequence should be interrupted.

3) If a unit member who is going to be eligible for a three-year contract or a continuing contract in the following year misses at least forty-five (45) school days prior to March 10, the Employer has the option of not counting that year for purposes of the contract sequence system contained in this Article. This particular break in contract sequence can only occur once for each unit member.

4) Three (3) year contracts will be reissued for three (3) years at the end of the contract period if the unit member meets all the necessary evaluation requirements and has the recommendation of the principal and the Superintendent and the approval of the Board.

5) Continuing contracts shall be granted by the Board in keeping with ORC Section 3319.11.

6) Unit members who are or expect to be eligible for continuing contract status will notify the principal on or before the first working day in February via the form found in Appendix J of this Agreement (Application for Continuing Contract Status). This notification shall in no way be deemed a qualification for a continuing contract.

7) Notwithstanding the foregoing, and notwithstanding Section 3319.11 of the ORC, all teachers shall, in the first and second year of employment at the District, serve a probationary period of one hundred eighty-four (184) work days (i.e. one work year) each of the first two (2) years. The Superintendent may recommend an employee may be released from employment during the probationary period if they have established a pattern of disciplinary and/or corrective actions, absences without applicable leave that interfere with district operations, or an "Ineffective" rating in their most recent evaluation.

8) If a teacher received a "Developing or Ineffective Rating" in her or his most recent Final Formal Holistic evaluation and is at the end of a limited contract, he or she is eligible for no more than a one year limited contract. This can be repeated until the teacher receives a "Skilled" rating or higher on his or her most recent evaluation. Both the board and the association agree to allow these provisions in the contract to supersede R.C.3319. 11.

ARTICLE 14: REDUCTION IN FORCE

1) If the Board determines that it is necessary to reduce the number of unit member positions such reductions shall be for one or more of the following reasons:

a) Decrease in student enrollment

b) Administrative assignment of job-sharing members to full time positions, according to seniority.

c) Return of members from leaves of absence

d) Suspension of schools or territorial changes affecting the District shall be limited to attrition plus five (5) full time positions.

e) Financial reasons.

2) No specialist teacher shall be reduced with the intention of any properly licensed regular classroom teachers teaching any specialist subject (e.g. art, music, health etc.) to any students other than their own regular classroom students.

3) Notice of Reduction in Force (RIF)

a) When the Superintendent intends to recommend suspension of contracts to achieve a reduction in force, he/she shall give notice of such intent to the Association Co-Presidents fifteen (15) calendar days prior to Board action. The Association Co-Presidents shall be supplied a copy of this list and each update upon request.

4) Procedure for Reduction

a) If the Board effects a reduction in force, staff reduction shall be by suspension of teachers' contracts. Such contract suspension shall comply with Section 3319.17, Ohio Revised Code. For purpose of suspension of contracts, continuing contracts shall be given preference over evaluated Ineffective Teachers in all cases.

b) The District will make an effort to reduce non-instructional positions and/or programs before reducing teaching positions. Prior to the implementation of a RIF, the Association will be provided the opportunity to meet with the Employer to discuss possible options.

c) The district must attempt to avoid reductions in force by reducing the number of employees through attrition initially. Attrition will include terminations, resignations, non-renewal, retirement, or death

d) Every attempt will be made to use the transfer policy and procedures to reassign qualified incumbents from such positions to other positions in the District for which they are qualified and licensed in order to avoid reductions in force.

e) Member(s) holding temporary licenses in affected teaching fields shall be the first to have contract(s) suspended.

f) Should suspension of contracts be needed to achieve the necessary reduction in staff, limited contract teachers shall then be reduced utilizing the following order.

i) Certification/Licensure within the affected teaching field.

ii) Comparable evaluations as defined below:

(1) Employees shall be rated as "ineffective," "developing," "skilled," or "accomplished."

(2) Teachers covered by OTES evaluations shall be comparable within each category as described below: (Category is defined as the following: Accomplished/Skilled – Category 1, Developing - Category 2, Ineffective - Category 3)

(a) Employees evaluated as "ineffective" for two (2) of the three (3) evaluations shall be placed in Category 3.

(b) Employees evaluated as "developing" for two (2) of the three (3) evaluations shall be placed in Category 2.

(c) New teachers to the profession shall be in Category 2 until they have acquired 3 years of ratings.

(d) Employees evaluated as "skilled" or "accomplished "for two (2) of the three (3) evaluations shall be placed in Category 1.

(e) Employees who received a different /unique evaluation rating in each of the three (3) evaluations in one year shall be placed in Category 2.

(f) With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories herein described.

(g) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended. Teachers rated Ineffective will be suspended first among all teachers.

g) Any bargaining unit member whose contract is to be suspended as a result of the reduction in force and who meets evaluation requirements as defined above, shall have the right to displace any less senior member of the bargaining unit whose work he/she is certified or licensed to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of the layoff. A member displaced according to this section has the same displacement rights vis-a-vis any less senior member.

5) Seniority List

a) The Seniority List shall be provided electronically, in a sortable and searchable format, to each building principal and to the Co-Presidents of ACEA by October 30 of each school year. ACEA will return the list with needed changes by November 15 to the District Superintendent's Secretary. The list shall be made available by December 1 of each school year to all Members of the Association. The list shall be sent to all certificated staff members, electronically, in a sortable and searchable format.

b) When used in this section, seniority is defined as years of continuous employment with the school district, as determined by Board minutes. When seniority among two (2) or more affected teachers is equal, preference shall be given as follows:

i) Total years of continuous service with the school district.

ii) Service date begins with the board meeting hire date.

iii) Total years of teaching experience in Ohio.

iv) Amount of training in subject area of field. Amount of training shall mean number of college credit hours beyond the Bachelor's Degree.

v) The Seniority list shall contain the name, hire date, certificate/license type and what they are currently teaching.

c) Member(s) using any Board approved leave of absence shall not lose the seniority held prior to the leave, nor shall member(s) gain additional seniority for the time on leave, i.e., a leave of absence shall not break a member(s) continuous employment.

d) Seniority shall be lost when a teacher resigns or leaves the employment of the Board due to nonrenewal or termination of contract.

6) Recall Rights

Teachers whose contracts have been suspended in accordance with this Article because of reduction in force, (RIF), shall have rights to recall as follows:

a) All rights provided in this provision for teachers on recall status shall be limited to thirty- six (36) months. The thirty-six (36) month period shall begin the day following the last actual work date of the employee being laid off. However, a teacher suspended with an evaluation of "ineffective" shall not be placed on the RIF list and shall not be recalled.

b) A member whose contract is suspended in a Reduction of Force, (RIF) shall be placed on a Recall list.

i) The list shall include:

(1) Member's years of continuous service in the District.

(2) Subject(s) and/or grade level certified/license to teach.

(3) Type of contract held at the time of suspension.

(4) A member shall verify new area of eligibility by filing any new certification/licensure in the Superintendent's office.

c) The district will not hire a new teacher to fill a position for which a teacher on recall list is eligible to be recalled.

d) When a position becomes available, properly licensed employees whose contracts have been suspended will be recalled in the reverse order of their contract cancellation.

e) An employee will be notified of recall by certified letter. Copies of all recall letters shall be sent to the Association Co-Presidents via email stating that the certified letters have been sent. The recalled employee will have 14 calendar days from the time the certified letter was sent to accept the offered position. If the employee does not respond within 14 days, he/she will be deemed to have refused the position. The employee has the obligation to inform the District of his/her current address.

f) Employees recalled within three (3) years will not have their sequence of contracts interrupted.

g) An employee recalled within three (3) years will be placed on the Salary Schedule and given full credit for prior Amanda-Clearcreek and other full time public and state-chartered school teaching experience during the RIF period and placed on the next step had the teacher not been suspended.

h) If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.

7) Health Insurance
Unit members on suspended contracts who meet the insurance carrier's terms of eligibility and underwriting requirements shall have the right to continue their insurance coverage at their own expense through the COBRA program.

8) RIF Class Size
Should the District be required to implement a reduction in force for financial reasons, unit members whose average class size for the year exceeds twenty-five to one (25-1) in the unit member classrooms (grades K-5) as a result of the RIF would be paid one hundred twenty-five dollars ($125) per student above that yearly average, for the five (5) school years following the RIF. The annual average shall be determined by averaging the student enrollment on the last working day of each grading period.

For unit members teaching in secondary schools' classes (grades 6-12) whose average student enrollment for the year exceeds one hundred seventy (170) per teacher as a result of the RIF would be paid one hundred twenty-five dollars ($125) per student above the yearly average, for the five (5) school years following the RIF. The annual average shall be determined by averaging the student enrollment on the last day of each grading period.
Current unit members receiving overages during the 19-20 school year are grandfathered in beyond the 5-year limit of receiving RIF pay.

9) Because the following positions are dependent on the needs of the district and/or student population, standard RIF procedures shall not apply to occupational therapists, physical therapists, speech language pathologists, interpreters, and social workers.

ARTICLE 15: LEAVES OF ABSENCE

1) Sick Leave

a) Sick leave shall be credited annually to each actively employed unit member at the rate of 1.25 days per month.

b) The total unused portion of sick leave allowance will be permitted to accumulate to a maximum of 325 days.

c) Sick leave may be used for the following reasons:

i) Personal illness or injury

ii) Illness or injury to the immediate family*

iii) Death/Funeral

iv) Illness due to pregnancy

v) Doctor's appointments
*Immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step-siblings, grandparents, grandchildren and any others who are residing in the bargaining unit member's home and dependent upon the unit member for care.

vi) Sick leave must be used in one hour increments.

vii) Employees absent for three (3) or more consecutive sick leave days shall provide a physician's statement upon return to work. The Employer may waive this requirement based on the employee's attendance history or other reasonable circumstances.

viii) A doctor's excuse is required for a sick day that precedes or follows any scheduled break and/or holiday.

ix) The Superintendent or designee may require that a unit member returning to work after an extended illness, accident, or leave, supply the administration with a doctor's statement indicating that he/she is able to return to work.

x) If a unit member demonstrates a suspicious pattern of absences (e.g., multiple Fridays or exhaust sick leave as it is earned) or if information obtained suggests a unit member was not sick when s/he put in for sick leave, then the employee may be required to attend a meeting with the Superintendent or designee to allow the District to share the concern and allow the member the opportunity to offer a reasonable explanation. The employee may be accompanied by an Association representative, if requested by the employee. After the above meeting, the unit member may be required to provide a valid doctor's excuse. Failure of the employee to provide a valid doctor's excuse, if requested, or to attend a meeting, if requested, may result in appropriate action including potential disciplinary action. The parties recognize that not every illness will necessitate a visit with a doctor and therefore the lack of a valid doctor's note does not necessarily prove sick leave abuse. Evidence of sick leave abuse will be considered on a case-by-case basis.

xi) Falsification of sick leave is grounds for disciplinary action up to and including termination of employment.

2) Bereavement Leave

Members of the bargaining unit shall be granted bereavement leave due to the death of an immediate family member; immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step-siblings, grandparents, grandchildren and any others who are residing in the bargaining unit member's home and dependent upon the unit member for care.

Members shall be granted a maximum of three (3) bereavement leave days per occurrence, not to be pulled from the members sick leave. Additional paid sick days may be granted upon Superintendent approval.

a) Child Care Leave

A child care leave of absence without pay shall be granted upon request of the unit member for the purpose of child bearing and/or child rearing as follows:

i) With the exception of adoption, the request shall be in writing and submitted to the Superintendent at least two (2) months prior to the expected date of leave.

ii) Under this Article, a unit member shall be entitled to a leave of absence not to exceed one (1) school year. A unit member who begins his/her leave of absence during the first semester shall be entitled to the remainder of that school year; a unit member who begins his/her leave of absence during the second semester shall be entitled to the remainder of that semester and, upon request, the following school year. Unit members must return from leave and work one (1) full school year before being eligible for any unpaid leave.

iii) The unit member shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of his/her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required functions.

iv) Sick leave shall not be used in lieu of an unpaid leave of absence for child rearing purposes.

3) Personal Leave

a) All full-time unit members will be entitled to three (3) paid days of personal leave per school year. The days shall be unrestricted as to the reason for use. Part-time, hourly unit, and short year members shall have their days prorated appropriately.

b) Personal leave will not be available during the first five (5) school days or the last ten (10) days of the year, unless approved by the Superintendent. Unit members may request that the Superintendent grant personal leave on days otherwise restricted by this Section for emergencies or attendance at events beyond the unit members' control.

c) Two (2) unit members from each building shall be eligible to be on personal leave at the same time, although the Superintendent can grant leave to an additional person in an emergency situation. Priority for personal leave goes to the individuals who turn in their request first.

d) Requests for personal leave shall be submitted to the building principal as far in advance as possible, but at least two work days or forty-eight (48) hours (whichever is greater) in advance of

the day requested (leave requests for Mondays must be submitted by the previous Thursday). Requests submitted in accordance with the previous sentence that are not acted upon prior to the start of the leave will be considered to have been approved. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed personal leave form.

e) Unit members may earn one (1) day of earned personal leave as the result of participation in four (4) pre approved after school activities as established by the administrative team. Participation is defined as participating in the entire event. Members must not have taken sabbatical leave or absence without applicable leave (deduct) for the school year to earn personal leave. Earned personal leave will be credited once at the end of the school year.

f) One (1) day of unused personal leave plus one (1) day of earned personal leave may be carried over to the following year, with a maximum of five (5) days may be held at any one time. Unused personal days not carried over shall be converted to sick leave accumulation, or the member may be paid a per diem rate for unused days up to a maximum of three (3) days.

g) Personal leave must be used in a minimum of one-half day increments.

h) An Individualized Educational Program Conference (IEP) is not considered a Parent-Teacher Conference. Personal leave must be used in order to attend your child's IEP Conference.

4) Court Leave

a) When it becomes necessary for a unit member to accept jury duty, or when a unit member is mandated for a court appearance, the unit member shall receive the difference between the compensation received for this activity (i.e., jury duty pay, witness fee, etc.) less expenses and his/her regular salary for the number of days involved.

b) Personal leave may be used for nonwork-related court appearances. If a member's personal leave is already exhausted, up to two (2) additional days of paid "court leave" may be used when a unit member is mandated for a court appearances. Documentation must be provided to justify use of court leave.

5) Military Duty

All unit members who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence from their respective teaching assignments for such time as they are in military service, field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year. The rate of compensation shall be the difference between the unit member's regular compensation and the remuneration received by him/her for such military service.

6) Professional Leave

a) Professional Leave is defined as activities which are designed for the professional improvement of the teacher.

b) The attendance of the unit members at educational meetings, professional meetings, etc. shall be encouraged and administered as follows:

i) All requests must be approved by the Superintendent.

ii) Considerations and Guidelines:

(1) Necessary Expense

(2) Resources of the District

(3) Benefit to the District

(4) Requests will be submitted electronically in advance, to the building principal using the applicable district software (e.g., FMX). The building principal will forward all requests to the Superintendent.

(5) One (1) or more observation days shall be allowed. This would give a unit member an opportunity to visit another school or educational setting if so deemed profitable by the Employer.

iii) The Superintendent may, if he/she deems necessary, establish a limit as to the number of unit members attending any one (1) meeting.

iv) Maximum Allowance to State and National Meetings:

(1) Transportation costs shall not exceed the IRS rate for driving,regardless of the method of transportation (i.e., plane, train, etc.).

(2) Meals- twenty-five dollars ($25.00) per day.

(3) Hotel or Motel- Maximum of up to one hundred dollars ($100.00) per day. Number of nights to be approved by the Board in advance.

(4) Registration fee.

(5) Requests for professional leave shall be submitted to the building principal as far in advance as possible, but at least two work days or forty-eight (48) hours (whichever is greater) in advance of the day requested (leave requests for Mondays must be submitted by the previous Thursday). Requests submitted in accordance with the previous sentence that are not acted upon prior to the start of the leave will be considered to have been approved. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed professional leave form.

c) Sabbatical Leave

i) The Board may permit unit members who have at least five (5) years of service in the District to take an unpaid leave of absence one (1) or two (2) semesters, for professional study or improvement.

ii) The proposed program for leave must be approved in advance. Application, including an outline of the study program or the proposals for professional improvement, must be submitted by April 1 of the school year preceding the year for which leave is requested unless the Superintendent or designee waives this requirement. A statement of achievement must be submitted at the conclusion of the leave.

iii) A teacher granted leave of absence under this provision shall not advance on the salary schedule for the time of leave, but previously established tenure and seniority rights shall be retained.

iv) A teacher must have at least five (5) consecutive years of service between sabbatical leaves and no teacher will be granted sabbatical leave more than three (3) times.

d) Religious Observance
Absence with pay will be allowed when approved by the Superintendent for a maximum of three (3) religious holidays for a recognized and established religion during the school year where the precepts of that religion require absence from work.

e) Parent-Teacher Conference Leave

i) Unit members shall be granted release time for the purpose of attending his/her child's parent-teacher conference. Unit members shall schedule "out of District" parent-teacher conferences so as to minimize the amount of work time missed. Unit members attending parent-teacher conferences in the District will schedule those conferences, to the extent possible, in the first or last conference period that is available.

ii) The unit member will notify the principal in advance of such conference and will be granted not more than two (2) hours per occasion for not more than two (2) times per year. Unit members are encouraged to schedule such conferences either at the beginning or end of the workday.

iii) An Individualized Educational Program Conference (IEP) is not considered a Parent-Teacher Conference. Personal leave must be used in order to attend your child's IEP Conference.

f) Sick Leave Bank

i) Sick leave bank for catastrophic illness (See Appendix K) is hereby established. Each unit member may contribute (10 days) unused sick leave per school year to the bank. An eligible unit member can withdraw up to a maximum of (20 days) per school year. A list of teachers, with the number of days being donated to the Sick Leave Bank by each teacher, is to be submitted to the Treasurer's Office by August 30 each year, and cannot be changed or supplemented after October 31.

ii) A committee shall be formed to administer the sick leave bank, such committee to consist of two (2) Employer representatives; two (2) unit members; and a neutral third-party as a tie-breaker agreed upon by both sides. A majority vote of the committee is necessary to approve any withdrawal from the bank.

iii) Unit members eligible to withdraw sick leave from the bank are those who have a catastrophic illness (See Appendix K) in their immediate family, which shall be defined as husband, wife, children/stepchildren, parents, siblings/step siblings, and grandparents and any others who are dependent upon the unit member for care. All accumulated sick leave and personal leave not yet approved must be used prior to being eligible for withdrawal.

iv) If applying for use of days from Sick Leave Bank, unit members must fill out the Sick Leave Bank Form, Appendix K, and submit it to the Treasurer's Office.

v) The applicant can have the opportunity to appear before the committee to explain their request.

g) Extended Absence Notification
When an employee knows that he/she is going to be off work for a week or more, he/she must inform their building principal/designee, verbally or in writing, of his/her anticipated return date. If that anticipated return date changes, he/she must inform the building principal/designee of that change as soon as possible.

h) The Board and the Association each retain and reserve all of their respective rights and obligations under the Family and Medical Leave Act of 1993.

i) Absence Without Applicable Leave

i) An absence without applicable leave is the period of absence for which:

(1) the unit member has no accrued paid and/or unpaid leave and is not eligible for FMLA leave as of the date of absence; and

(2) a request for paid and/or unpaid and/or FMLA leave is not requested or is denied. Absences without applicable leave shall be treated as set forth herein. The Board shall only permit leave without pay where it is specifically authorized by law.

ii) An absence without applicable leave will be treated as follows:

(1) Employees are expected to be aware of the number of leave days accrued at any point in which an absence is requested. In the event that the employee has an absence without applicable leave the employee may be subject to disciplinary action.

(2) Superintendent's Authority: Absence without applicable leave is based on the Superintendent/designee's determination that no form of leave (accrued paid and/or unpaid leave) has been or should be approved for the absence based on information existing at the time of said determination. Absences can be converted to appropriate leave when the Superintendent/designee receives and is satisfied with documentation justifying the absence. In any event, the employee will be subject to forfeiture of pay during any period in which an employee is absent without applicable leave and subject to progressive discipline.

ARTICLE 16: COMPENSATION FOR SUBSTITUTION DURING EMERGENCY SITUATIONS AND LOSS OF PLANNED PREPARATION TIME AND/OR LUNCH PERIOD

1) For substitution and other administrative mandates, unit members in grades PK-5 will receive twenty-five dollars ($25.00) per thirty (30) minute period. Unit members in grades 6 through 12 will receive thirty dollars ($30.00) for a regular period and fifty dollars ($50.00) for a block period . This will include any substitution for another unit member, or combining classes for another unit member, who notifies the building principal as outlined in the handbook or covering for special area unit members who are absent under the same provisions.

2) The principal will attempt to consider the unit member's personal schedules in making such assignments. If there are no volunteers for substitution, the principal will assign an available teacher, using a seniority rotation system starting with the least senior available teacher.

3) It is the principal's responsibility to find said substitutes.

4) Preschool teachers may be utilized for substitution and other administrative mandates for up to three and a half (3.5) hours on Fridays without additional compensation. This will include any substitution for another unit member, or combining classes for another unit member, who notifies the building principal as outlined in the handbook or covering for special area unit members who are absent under the same provisions. Should a preschool teacher be utilized for substitution and other administrative mandates for more than three and half (3.5) hours on a Friday, the preschool teacher shall receive payment in the amount of $100 hundred dollars ($100) for that day.

ARTICLE 17: RETIREMENT INCENTIVE PAY

1) If a unit member retires in the first fiscal year that he/she is eligible to retire pursuant to STRS regulations, he/she will receive forty (40) additional days of severance pay. The additional severance pay would be paid based on the unit member's per diem rate at the time of retirement. This incentive will expire on June 30, 2029.

ARTICLE 18: SEVERANCE PAY

1) Any unit member who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under STRS upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

    a) Calculation for the severance benefit shall be one-fourth of the unused accumulated sick leave up to 325 days, not to exceed 80 days.

    b) Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days on the school calendar.)

    c) Payment of severance pay shall be in a lump sum within sixty (60) days after receiving their last regular paycheck as long as the unit member has provided the Employer with notice and written substantiation that he/she has actually retired and is receiving retirement benefits from STRS.

Such written substantiations must be made to the Board Treasurer within one hundred twenty (120) days after the unit member actually retires.

d) Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.

e) Unit members who are retiring must participate in an exit conference with the Treasurer, or must sign a waiver indicating their refusal to meet.

ARTICLE 19: STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

1) The Board agrees to STRS "pick-up" utilizing the salary reduction method of contributions to the State Teachers Retirement System paid upon behalf of the unit members, at no cost to the Board, under the following terms and conditions:

   a) The amount to be "picked-up" on behalf of each unit member will be at the current STRS specified rate. The unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked up" by the Board for the purpose of State and Federal tax only.

   b) The pick-up percentage shall apply uniformly to all unit members.

   c) No unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up.

   d) Payment for all paid leaves, sick leave, personal leave, severance and supplemental, including unemployment and worker's compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member's contract.

2) Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.

3) If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article shall be declared null and void.

ARTICLE 20: TUITION CREDIT

1) Unit members completing additional college training from June 1 to May 31 of any year, and returning to the District the following year, will receive reimbursement for college credit earned.

2) Reimbursement for additional college credit is not to exceed fifteen (15) semester credit hours per person per year (June 1 to May 31). Total reimbursement for the unit members shall not exceed fifty-five thousand ($55,000).

3) In order to receive reimbursement, the following criteria must be met:

a) A passing grade in a pass-fail course, or a grade of "C" or better, must have been attained.

b) Evidence of course work completion and the amount paid for the course by the unit member must be turned in by June 30th for coursework taken during that year (June 1 to May 31). (Evidence = transcript and/or grade slips and/or letter from Registrar, and paid fee receipt or proof of payment).

c) Courses must either be approved by the LPDC, or if not required to be approved by the LPDC, by the Superintendent.

d) Unit members must return to the district the following year unless they have been non-renewed or laid off.

4) Reimbursement shall be paid once a year during August for coursework completed from June 1 to May 31, as long as proper evidence has been filed with the Treasurer's office by June 30. Coursework completed after May 31, shall be paid in August of the following year. The total amount of tuition reimbursement for the year shall be divided equally based on the total number of approved hours. No unit member shall receive more than the amount paid by the unit member for the course.

5) Calculation

a) All hours shall be converted to semester hours for the purpose of reimbursement.

b) Reimbursement shall be determined by the following process:

i) Determine the total number of eligible semester hours.

ii) Divide that number into the reimbursement cap to determine a semester hour cost.

iii) Match that semester hour cost with the amount actually paid per semester hour by each teacher.

iv) Teachers who actually paid less than the semester hour reimbursement amount will be reimbursed only for what they actually paid.

v) Remaining dollars are divided by remaining hours to determine the semester hour reimbursement for all other participants.

c) A list of unit members who have been reimbursed and the amount of the reimbursement will be given to the Association Co-Presidents. An Association representative will sign to verify the accuracy of the list and the calculation prior to distribution of the funds.

ARTICLE 21: TRAVEL MILEAGE

The Board shall pay the IRS mileage rate per mile for Board approved professional meetings, and other Employer directed activities.

ARTICLE 22: TERMS AND CONDITIONS

1) Working Conditions

a) The Employer shall provide materials, supplies, curriculum, and instructional resources necessary for educational purposes and the effective delivery of courses. If a request is denied, the Employer shall communicate rationale for the denial, ideally fourteen (14) business days, but no longer than six (6) weeks.

b) The Employer will make all reasonable attempts to avoid assigning a unit member to a work area where the regular temperature is above 85 degrees F or below 65 degrees F. A telephone will be provided in the teachers lounges.

c) The Employer will maintain all machines and equipment in operating condition, considering time limitations of service contracts.

d) The Superintendent shall establish and enforce routine procedures for handling spilled blood and body fluids in keeping with the recommendations of the U.S., State and Local Departments of Health, the CDC, etc.

e) Unit members using the building key/key card are responsible for turning off all lights and locking all doors when they leave. Unit members who do not adhere to these rules may have their key card access denied.

2) Class Size

a) The Association and the Employer understand the importance of reasonable class size in providing meaningful educational experiences for students. We further realize the importance of primary classes being lower in number than intermediate classes. This is necessitated by the nature of the learning experiences to be provided and the developmental characteristics of the younger child.

b) The Employer and the Association agree that provisions should be made in scheduling to consider the impact of special education students on the total cooperation of the classroom and such classes should be kept at lower limits.

c) The Employer will meet state guidelines for all special area classes.

d) The Employer agrees that class size should not be unreasonably large based upon the grade level, number of preparations and subject matter taught.

e) If the annual average class size of any regular K-5 academic classroom exceeds twenty-five (25) the teacher of such a class will receive compensation of one hundred twenty-five dollars ($125.00) for each student above twenty-five (25). The annual average shall be determined by averaging the student enrollment on the last working day of each grading period.

f) For unit members teaching academic teachers in grades 6-12 academic classes, if any one teacher has an annual average exceeding one hundred and seventy (170) that teacher will receive compensation of one hundred twenty-five dollars ($125.00) for each student over 170. The annual average shall be determined by averaging the student enrollment on the last day of each grading period.

3) Inclusion

a) Educational Placement Teams

i) Unit members who are legally required to attend an Individualized Education Program (IEP) meeting or a meeting to discuss a change in educational program delivery due to Section 504 of the Vocational Rehabilitation Act (504) shall be provided the opportunity to participate in the development of the IEP or 504 and the opportunity to be present at such meetings. If the meetings occur outside of the regular teacher work day, the unit member is welcome to attend such meetings but will not be paid extra for such attendance.

ii) Unit members who provide direct services to a special need's student can request a meeting at any time to review the plan or the placement of the student.

b) Training Staff Development
The Employer shall provide the training and/or staff development programs it deems necessary for unit members whose duties are impacted by special education plans or special needs students.

c) Specialized Health Care Procedures
Unit members, other than qualified school nurses and/or trained personnel, shall not be required to perform any medical procedure or toileting for special needs students, unless it is a part of that member's job duties.

d) Staff Release Time
Release time during the regular student day will be given to unit members as follows:

i) Each intervention specialist will be given one (1) full day released time per semester to prepare IEP student documents. That day will be approved by the Principal, provided appropriate substitute coverage can be arranged. Up to one additional day per semester may be approved as determined by the Principal -Special Education Director.

ii) Kindergarten teachers will be given one (1) additional release day for parent conferences. These days will be scheduled by the building principal.

e) Student Religious Release Time

i) A unit member shall not be responsible for any student signed out for religious release time.

f) After School Duty

i) At the beginning of the school year, staff members will indicate to their building administrator(s) their desire to be considered for After School Detention and Study Table Duties as needed. The building administrators will then equitably assign the duty roster. For rate of pay, see Appendix A, Tutor Rate.

g) ACES Digital Academy

i) All courses taught virtually will be first offered to certified members of the bargaining unit.

(1) Unit members will be provided a dedicated period for virtual instruction or will be compensated at the rate of $500 per full credit course, up to 20 students. In the event that more than 20 students are enrolled, the teacher will be compensated at the rate of $25 for each additional student.

(2) Virtual teachers will be provided necessary equipment for the course.

(3) There shall be no involuntary transfer of an employee from full time regular in-person teaching to full time virtual teaching.

ARTICLE 23: CHRONIC COMMUNICABLE DISEASES

No unit member will be deprived of any rights, due process, or contractual privileges, inherent in state and federal law or this Agreement as a result of a chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual remedies.

ARTICLE 24: FACULTY PASSES

All unit members shall be given a pass that will admit the member and one guest free of charge to all extracurricular events sponsored by the District, including, but not limited to, all athletic events.

ARTICLE 25: PERSONNEL FILES

1) There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the Superintendent's office.

2) Personnel files shall be open to inspection by the unit member and/or his/her authorized representative with reasonable notice and with an administrator or designee present.

3) Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the unit member shall be given a copy of any material placed in his/her official file and delivery of said copy shall constitute notice.

4) If and when a unit member and the Superintendent agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach an agreement and the unit member still believes that the material contained in the file is irrelevant, inappropriate or false, such unit member shall have the right to attach a written statement to the disputed information and to request a determination by the President of the Board and the Association Co-Presidents.

5) A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices. Unit members shall not inspect their files during teaching time unless authorized by their supervisor.

6) In addition to the unit member's personnel file, only one anecdotal file may be maintained by the District. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place

anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs 2, 3, 4 and 5 herein.

7) Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the field of education.

8) In order for any person other than the aforementioned people to obtain access to a unit member's personnel file, that person must notify the Superintendent of the information they wish to see.

9) The administrator will notify the unit member by telephone of the request for information at the time the request is made. If the unit member is unavailable by telephone, he/she will be informed by email.

10) Said information will be released within a reasonable time after the request is made.

ARTICLE 26: INSURANCES

1) An insurance committee shall be created, which will meet at least once per year to be scheduled by ACEA or more often as needed at the request of the District or the Association. The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a maximum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Co-Presidents.

   The Committee's responsibilities shall include, but not be limited to reviewing all relevant existing health insurance plans, including medical, dental, and life insurance, to identify the most cost-effective method of providing insurance benefits to the employees of the District, analysis of plans, claims, and employee wellness initiative, and consideration of all other issues that may affect containment of insurance costs and compliance with the law.

   The Committee shall submit recommendations for changes in the insurance plan to the Board and the Association. A consensus between committee members shall be required in order to make a recommendation.

2) TERM LIFE

   a) The Board shall provide each unit member with a term life insurance policy with a face value of twenty-five thousand dollars ($25,000) and double indemnity. The Board shall pay one hundred percent (100%) of the premium.

3) All insurance plan documents and benefits are located on the Resource page of the Google All Staff. (https://sites.google.com/amanda.k12.oh.us/allstaffresources/all-staff)

4) GROUP MEDICAL

   a) The Board shall provide hospitalization, medical and surgical coverage to each unit member, either single or family, at the unit member's discretion.

   b) The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. This

rate shall be for full time employees. This rate shall be prorated based upon the number of hours worked for part time unit members. The unit member's share will be paid by payroll deduction.

c) The Board may change carriers with sixty (60) days' notice to the Association, but may not reduce the benefits and services provided in the current plan.

d) All new employees shall be offered a choice between the New Base Plan or the HSA medical plan.

e) Once any employee opts for the HSA Plan, they cannot enroll in the New Base Plan.

f) Open enrollment will be during the month of November each calendar year with the coverage to start January 1st of the next calendar year. In order to complete the annual open enrollment process, employees must attend the open enrollment meeting at a time and location specified by the Board.

g) If a current employee chooses the HSA Option with lower out of pocket (OOP), the following will take place:

   i) The district will fund $1,000/single plan and $2,000/family plan for any current employee who opts into this insurance plan or is already participating in the plan. Payment made 1st week in January, with the exception of new hires, who will receive half-payment October 1 and half payment January 1

5) GROUP DENTAL

a) The Board shall provide dental insurance with single or family coverage at the unit member's discretion for unit members.

b) The Board shall pay ninety-five percent (95%) of the premiums for this coverage. This rate shall be for full time employees. This rate shall be pro-rated based upon the number of hours worked for part-time unit members. The unit member's share will be paid by payroll deduction.

c) The Board may change carriers with sixty (60) days' notice to the Association but may not reduce the benefits and services provided in the current plan.

6) GROUP VISION

a) The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. The unit member's share will be paid by payroll deduction. This rate shall be for full time employees. This rate shall be pro-rated based upon the number of hours worked for part-time unit members.

b) The Board may change carriers with sixty (60) days' notice to the Association, but may not reduce the benefits and services provided in the current plan.

7) ENROLLMENT PERIOD

November is the open enrollment period for signing up for or changing insurance benefits. No changes

may be made after November except in the case of "qualifying events" as defined by federal law. New employees hired after November 30 have thirty (30) days to sign up for insurance benefits.

8) SECTION 125 PLAN
The Board shall maintain a Section 125 Plan for the payment of insurance premiums with pre-tax dollars

9) ORAL CONTRACEPTIVES
Oral contraceptives shall be covered by the insurance plan.

10) OPT-OUT INCENTIVE

a) The Board will pay an annual Opt-Out Incentive to unit members who opt-out of the Board's major medical health insurance plan during the open enrollment period of each year. The opt-out incentive shall be two thousand dollars ($2,000)

b) The lump sum payment shall be made in the last pay in December of each calendar year.

c) For part-time unit members, the opt-out incentive will be one thousand dollars ($1,000).

d) In order to be eligible to receive the opt-out incentive, the unit member must stay off the Board's major medical health insurance plan from January 1 through December 31 of that plan year. However, if the unit member experiences a qualifying event (including, but not limited to, the unit member's spouse losing his/her job, then, in such event, the unit member will be eligible to immediately resume his/her health insurance coverage through the Board.

ARTICLE 27: CONTRARY TO LAW

1) If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of an existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.

2) The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 28: LEGISLATIVE MANDATES

1) In the event that the Employer implements changes during the term of the Agreement in the wages, hours, or other terms and conditions of employment for unit members on an issue that the Employer is required by law to bargain about, the Employer will give notice of such implementation to the Association. Within twenty (20) days the Association may submit a written demand to bargain the effects of the implementation on wages, hours, or other terms and conditions of employment for unit members. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively.

2) If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be an agreed member of the FMCS or any other

agreed upon individual. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the FMCS or other mutually agreed upon mediator.

3) If the parties have not reached agreement by the end of the mediation period, the Employer may, at its next regularly scheduled meeting more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues to arbitration. If the Employer determines to submit the matter to arbitration, an arbitrator will be selected and arbitration conducted in accordance with the grievance arbitration provisions of this Agreement. The decision of the arbitrator will be binding on the parties provided that the arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the District.

4) If the Employer does not refer the unresolved issue or issues to arbitration the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in ORC Chapter 4117.

ARTICLE 29: SUPPLEMENTAL CONTRACTS

1) Supplemental contracts shall be awarded in accordance with ORC Section 3313.53.

2) Coaches and advisors of activities may be given credit for years of paid coaching or paid advisory experience in the same sport or activity outside the District up to a maximum of ten (10) years credit.

3) An amount equal to one (1) supplemental contract only will be paid to any two (2) or more activity advisors or coaches who share an assignment. Assignments may be shared only upon approval of the Board.

4) When a new supplemental duty position develops, the Superintendent shall determine the salary placement after consultation with the principal, and Athletic Director for coaching positions. Following approval by the Board for any new supplemental duty position, the Association shall be immediately notified of the new position and its salary placement. In the event that the Association disagrees with the salary placement of the position(s), this will be subject to bargaining.

5) The Board retains the right to determine when and if it will fill a supplemental position. The Board may award, at its discretion, more than one supplemental contract for a given position.

6) No unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract, nor have his/her regular teaching position changed or shifted in any way without his/her consent. Also, continued employment in a teaching position shall be unaffected by performance in a supplemental position, unless such performance demonstrates good cause for termination or non-renewal.

7) When a supplemental position that the Board intends to fill becomes available, it shall be posted and/or notification sent to all unit members. Any unit member who wishes to be considered for the supplemental position shall notify the building principal for academic positions, and the Athletic Director for athletic positions, within five (5) working days from the posting date. Unit members who apply will be interviewed.

8) All supplemental contracts are automatically non-renewed each year without action or notification by the Board. All supplemental contracts will state the school year of the contract. All bargaining unit members

holding a supplemental contract who wish to be considered as an applicant for the same supplemental for the following school year needs to express interest on the supplemental evaluation form at the time of the evaluation.

9) All supplemental salaries will be calculated to the nearest dollar.

10) No coach shall be responsible for the evaluation of any other coach. The head coaches will provide input on assistant coaches during his/her summary conference with the Athletic Director and/or appropriate principal.

11) Seasonal supplemental contracts shall be paid in a lump sum at the end of the respective sports season or the end of the activity, and upon completion of the duties of the position, as approved by the Athletic Director or appropriate principal. Yearlong activities will be paid upon completion of the duties of the position.

12) The position of high school instrumental music teacher and the supplemental position of high school band director must be held by the same unit member.

ARTICLE 30: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1) Purpose

   a) The Amanda-Clearcreek Board of Education and the Amanda-Clearcreek Education Association have created, pursuant to SB 230, a local professional development committee (hereinafter LPDC). The LPDC shall approve all CEU programs, course work for all certified/licensed employees, as well as other activities that may provide CEU's and the LPDC shall establish the criteria for the above programs.

2) Composition and Selection

   a) The LPDC shall be comprised of six (6) members as follows:Four (4) teachers selected by ACEA, one teacher from each grade cluster. Two (2) administrative members selected by the Superintendent.

3) Recall and Replacement

   a) ACEA pursuant to its constitution, shall determine the method(s) of recalling or replacing LPDC teacher members.

   b) The Superintendent shall determine the recall or replacement of administrative members.

4) Terms of Office

   a) The term of office for members serving on the LPDC shall be three years with each term commencing on July 1 of the year the term is to begin.

5) Structure

   a) The committee shall have a chairperson and secretary.

b) The chairperson and secretary shall be determined by majority vote of the committee members.

c) The positions are elected annually, at the first meeting of the new school year.

6) Decision Making

a) A quorum must be present to make any decisions.

b) All decisions are made by majority vote.

ARTICLE 31: EMPLOYMENT OF RETIRED TEACHERS

1) For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a maximum of ten (10) Years' service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 10 on the salary schedule.

2) All PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.

3) PRTs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status. No performance evaluations shall be required.

4) For purposes of Reduction in Force, PRTs will not accrue seniority.

5) PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

6) PRTs shall be eligible to participate in the District's medical or dental insurance program under the HSA single plan only. The board shall pay 80% of the single premium per month, and the unit member shall pay 20% of the single premium per month. The PRT's share will be paid by payroll deductions. PRT's are not eligible for family coverage.

7) Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.

8) PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

9) The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

ARTICLE 32: MASTER TEACHER

Nothing in the Master Teacher committee process shall have an adverse impact on any educator's performance evaluation and under no circumstances is the involvement in the activities of Master Teacher recognition to be used for employment decisions by the Board.

ARTICLE 33: STUDENT TEACHER

If the college pays a monetary amount, the participating teachers will be given the specified amount for supplies based on the rate of pay the college providing the trainee gives to the Board.
If the college provides voucher(s), the Board will first offer the voucher(s) to the participating teacher. If the teacher declines, then the list of voucher(s) will be given to the Co-Presidents of ACEA. A list of staff members interested in receiving the voucher(s) will be created and maintained by the Association. The Co-Presidents of ACEA shall report recipients of the voucher(s) to the District Treasurer.
At the end of each semester, the District will provide ACEA with the names of all teachers who have hosted a college assigned observer, participant, or student teacher; the name of the college providing the trainee; and the rate established by the college; or the voucher information.

ARTICLE 34: BEHAVIOR SUPPORT

1) Application of MTSS Process

    a) Multi-Tiered System of Supports (MTSS)

        i) Bargaining unit members shall follow District-established Multi-Tiered System of Supports (MTSS) protocols and timelines, including implementation of assigned interventions, completion of required documentation, and participation in MTSS meetings, consistent with District training.

        ii) The District shall provide appropriate training and materials necessary for staff to implement MTSS procedures and maintain required documentation.

        iii) Any legal or safety concerns must be reported to their direct supervisor.

2) Compliance with Law

    a) The District shall comply with all provisions of Ohio Administrative Code 3301-35-15 governing the use of restraint and seclusion and shall maintain Board policies consistent with state law and regulations.

    b) If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic processes taking place either within a classroom or elsewhere on the school premises, a teacher may remove that student from their classroom, not to exceed the remainder of the day. As soon as practicable, the teacher shall submit the reasons for removal in writing using an approved Emergency Removal Form. Procedures relating to emergency removal will conform to Ohio Revised Code 3313.66 and all other relevant sections.

3) Professional Development

    a) The District shall offer annual professional development in crisis prevention and de-escalation techniques to all bargaining unit members.

    b) Newly hired bargaining unit members shall be provided required crisis prevention and de-escalation training within sixty (60) calendar days of their hire date, or sooner if

c) necessitated by their assigned duties. Employees shall not be required to perform duties involving crisis intervention prior to receiving the appropriate training.

d) The District shall provide annual training in CPI-approved restraint and seclusion procedures to designated personnel serving on student support teams or in other roles where such interventions may be required. This training shall be completed prior to the employee engaging in any restraint or seclusion procedures and shall be maintained in accordance with applicable state and federal regulations.

4) Professional Obligations Related to Documentation of Restraint / Seclusion Events

a) Written incident reports that need to be completed following each use of restraint or seclusion within 24 hours of the incident a bargaining unit member shall be compensated for hours worked after school hours.

b) Filling out restraint and seclusion form shall not require additional unpaid time beyond the regular workday, except as otherwise provided in this Agreement. Staff members will be compensated outside of contracted hours at a prorated amount based on the meeting rate, not to exceed 2 hours.

5) Student Behavior Committee

a) The Amanda-Clearcreek Board of Education and the Amanda-Clearcreek Education Association shall create a local student behavioral committee.

b) The committee will meet quarterly or more often as needed.

c) The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a minimum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Co-Presidents with the maximum number of ACEA members being fourteen (14), one for each grade level.

d) The committee shall have Co-Chairs, one Board representative and one ACEA representative. They shall be responsible for determining the meeting schedule, setting the agenda for meetings, and relaying committee findings and recommendations to the Superintendent.

e) The committee shall be responsible for

i) Reviewing behavior data and trends

ii) Identifying student conduct that disrupts the educational environment or poses safety risks in order to inform district policy decisions.

iii) Providing recommendations for appropriate professional development for the upcoming school year.

ARTICLE 35: LONGEVITY BENEFIT

1) Longevity Benefit

   a) Upon the completion of the employee's tenth (10th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of one thousand dollars ($1,000.00). Appendix M must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed.

   b) Upon the completion of the employee's twentieth (20th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of two thousand dollars ($2,000.00). Appendix M must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed.

   c) Upon the completion of the employee's thirtieth (30th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of three thousand dollars ($3,000.00). Appendix M must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed. This will be paid on the second pay of June in the year it was completed
   *The Longevity Benefit is not retroactive.

2) RESA Benefit

   a) RESA teachers who have completed the entire RESA training in Amanda-Clearcreek Local School District and then completes one additional year of teaching in the Amanda-Clearcreek Local School District will receive five hundred dollars ($500.00). This will be paid on the second pay of June in the year it was completed.

ARTICLE 36: DURATION

1) This Agreement between the board and the Association shall be effective July 1, 2026 and remain in full force and effect until June 30, 2029, 11:59 PM.

2) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.

3) Except, as otherwise specifically provided in the written provisions of this Agreement, the Board has the exclusive right to make necessary decisions relevant to the conduct and management of the school as prescribed and restricted by law. All prior negotiated agreements not constrained herein, and all prior practices, rules or regulations not constrained herein shall not be binding upon the parties to this Agreement.

FOR THE AMANDA-CLEARCREEK EDUCATION ASSOCIATION:		**FOR THE AMANDA-CLEARCREEK BOARD OF EDUCATION:**	
6/30/26		7/6/26	
Morgan Williams, Co-President	Date	Susan Young, BOE President	Date
Kathryn Bell 6/30/26		6.30.2026	
Kathryn Bell, Co-President	Date	Lana Fairchild, Treasurer	Date
		6/30/2026	
ACEA Representative	Date	Timothy Edwards, Superintendent	Date

Salary Index

Years	Bachelor	150 Hours	Masters	Master +15	Master +30
0	1	1.04	1.1	1.125	1.15
1	1.04	1.085	1.15	1.175	1.2
2	1.08	1.13	1.2	1.225	1.25
3	1.12	1.175	1.25	1.275	1.3
4	1.16	1.22	1.3	1.325	1.35
5	1.2	1.265	1.35	1.375	1.4
6	1.24	1.31	1.4	1.425	1.45
7	1.28	1.355	1.45	1.475	1.5
8	1.32	1.4	1.5	1.525	1.55
9	1.36	1.445	1.55	1.575	1.6
10	1.4	1.49	1.6	1.625	1.65
11	1.44	1.535	1.65	1.675	1.7
12	1.48	1.58	1.7	1.725	1.75
13	1.52	1.625	1.75	1.775	1.8
14	1.54	1.6475	1.775	1.8	1.825
15	1.56	1.67	1.8	1.825	1.85
16	1.565	1.675	1.805	1.83	1.855
17	1.57	1.68	1.81	1.835	1.86
18	1.57	1.69	1.815	1.8575	1.9
19	1.58	1.7	1.815	1.86	1.905
20	1.6	1.71	1.85	1.88	1.91
21	1.62	1.72	1.855	1.885	1.915
22	1.68	1.73	1.86	1.89	1.92
23	1.69	1.74	1.865	1.8975	1.93
24	1.7	1.75	1.8675	1.90375	1.94
25	1.71	1.76	1.905	1.9325	1.96
26	1.72	1.77	1.9075	1.93875	1.97
27	1.73	1.78	1.91	1.95	1.99
28	1.74	1.79	1.915	1.9575	2
29	1.75	1.8	1.9175	1.98375	2.05
30	1.76	1.81	1.919	1.9845	2.05
31	1.76	1.81	1.919	1.9845	2.05
32	1.78	1.83	1.925	1.995	2.065
33	1.78	1.83	1.925	1.995	2.065
34	1.8	1.85	1.9305	2.00525	2.08

150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.

Salary Schedules

2026-2027 (3.0% increase) **Base $45,996**

Step	BA	BA/150	MA	MA +15	MA +30
0	$45,996	$47,836	$50,595	$51,745	$52,895
1	$47,836	$49,905	$52,895	$54,045	$55,195
2	$49,675	$51,975	$55,195	$56,345	$57,495
3	$51,515	$54,045	$57,495	$58,644	$59,794
4	$53,355	$56,115	$59,794	$60,944	$62,094
5	$55,195	$58,185	$62,094	$63,244	$64,394
6	$57,035	$60,254	$64,394	$65,544	$66,694
7	$58,874	$62,324	$66,694	$67,844	$68,994
8	$60,714	$64,394	$68,994	$70,143	$71,293
9	$62,554	$66,464	$71,293	$72,443	$73,593
10	$64,394	$68,534	$73,593	$74,743	$75,893
11	$66,234	$70,603	$75,893	$77,043	$78,193
12	$68,074	$72,673	$78,193	$79,343	$80,492
13	$69,913	$74,743	$80,492	$81,642	$82,792
14	$70,833	$75,778	$81,642	$82,792	$83,942
15	$71,753	$76,813	$82,792	$83,942	$85,092
16	$71,983	$77,043	$83,022	$84,172	$85,322
17	$72,213	$77,273	$83,252	$84,402	$85,552
18	$72,213	$77,733	$83,482	$85,437	$87,392
19	$72,673	$78,193	$83,482	$85,552	$87,622
20	$73,593	$78,653	$85,092	$86,472	$87,852
21	$74,513	$79,113	$85,322	$86,702	$88,082
22	$77,273	$79,573	$85,552	$86,932	$88,312
23	$77,733	$80,032	$85,782	$87,277	$88,772
24	$78,193	$80,492	$85,897	$87,564	$89,232
25	$78,653	$80,952	$87,622	$88,887	$90,152
26	$79,113	$81,412	$87,737	$89,174	$90,611
27	$79,573	$81,872	$87,852	$89,692	$91,531
28	$80,032	$82,332	$88,082	$90,037	$91,991
29	$80,492	$82,792	$88,197	$91,244	$94,291
30	$80,952	$83,252	$88,266	$91,278	$94,291
31	$80,952	$83,252	$88,266	$91,278	$94,291
32	$81,872	$84,172	$88,542	$91,761	$94,981
33	$81,872	$84,172	$88,542	$91,761	$94,981
34	$82,792	$85,092	$88,795	$92,233	$95,671

2027-2028 (3.0% increase) **Base $47,376**

	BA	BA/150	MA	MA +15	MA +30
0	$47,376	$49,271	$52,113	$53,297	$54,482
1	$49,271	$51,402	$54,482	$55,666	$56,851
2	$51,166	$53,534	$56,851	$58,035	$59,219
3	$53,061	$55,666	$59,219	$60,404	$61,588
4	$54,956	$57,798	$61,588	$62,773	$63,957
5	$56,851	$59,930	$63,957	$65,141	$66,326
6	$58,746	$62,062	$66,326	$67,510	$68,695
7	$60,641	$64,194	$68,695	$69,879	$71,063
8	$62,536	$66,326	$71,063	$72,248	$73,432
9	$64,431	$68,458	$73,432	$74,616	$75,801
10	$66,326	$70,590	$75,801	$76,985	$78,170
11	$68,221	$72,721	$78,170	$79,354	$80,538
12	$70,116	$74,853	$80,538	$81,723	$82,907
13	$72,011	$76,985	$82,907	$84,092	$85,276
14	$72,958	$78,051	$84,092	$85,276	$86,460
15	$73,906	$79,117	$85,276	$86,460	$87,645
16	$74,143	$79,354	$85,513	$86,697	$87,882
17	$74,380	$79,591	$85,750	$86,934	$88,119
18	$74,380	$80,065	$85,987	$88,000	$90,014
19	$74,853	$80,538	$85,987	$88,119	$90,250
20	$75,801	$81,012	$87,645	$89,066	$90,487
21	$76,748	$81,486	$87,882	$89,303	$90,724
22	$79,591	$81,960	$88,119	$89,540	$90,961
23	$80,065	$82,433	$88,355	$89,895	$91,435
24	$80,538	$82,907	$88,474	$90,191	$91,909
25	$81,012	$83,381	$90,250	$91,553	$92,856
26	$81,486	$83,855	$90,369	$91,849	$93,330
27	$81,960	$84,328	$90,487	$92,382	$94,277
28	$82,433	$84,802	$90,724	$92,738	$94,751
29	$82,907	$85,276	$90,843	$93,981	$97,120
30	$83,381	$85,750	$90,914	$94,017	$97,120
31	$83,381	$85,750	$90,914	$94,017	$97,120
32	$84,328	$86,697	$91,198	$94,514	$97,831
33	$84,328	$86,697	$91,198	$94,514	$97,831
34	$85,276	$87,645	$91,459	$95,000	$98,541

2028-2029 (4.0% increase) **Base $49,271**

	BA	BA/150	MA	MA +15	MA +30
0	$49,271	$51,241	$54,198	$55,429	$56,661
1	$51,241	$53,459	$56,661	$57,893	$59,125
2	$53,212	$55,676	$59,125	$60,356	$61,588
3	$55,183	$57,893	$61,588	$62,820	$64,052
4	$57,154	$60,110	$64,052	$65,284	$66,515
5	$59,125	$62,327	$66,515	$67,747	$68,979
6	$61,096	$64,544	$68,979	$70,211	$71,442
7	$63,066	$66,762	$71,442	$72,674	$73,906
8	$65,037	$68,979	$73,906	$75,138	$76,369
9	$67,008	$71,196	$76,369	$77,601	$78,833
10	$68,979	$73,413	$78,833	$80,065	$81,296
11	$70,950	$75,630	$81,296	$82,528	$83,760
12	$72,920	$77,848	$83,760	$84,992	$86,224
13	$74,891	$80,065	$86,224	$87,455	$88,687
14	$75,877	$81,173	$87,455	$88,687	$89,919
15	$76,862	$82,282	$88,687	$89,919	$91,151
16	$77,108	$82,528	$88,933	$90,165	$91,397
17	$77,355	$82,775	$89,180	$90,412	$91,643
18	$77,355	$83,267	$89,426	$91,520	$93,614
19	$77,848	$83,760	$89,426	$91,643	$93,860
20	$78,833	$84,253	$91,151	$92,629	$94,107
21	$79,818	$84,745	$91,397	$92,875	$94,353
22	$82,775	$85,238	$91,643	$93,121	$94,599
23	$83,267	$85,731	$91,890	$93,491	$95,092
24	$83,760	$86,224	$92,013	$93,799	$95,585
25	$84,253	$86,716	$93,860	$95,215	$96,570
26	$84,745	$87,209	$93,984	$95,523	$97,063
27	$85,238	$87,702	$94,107	$96,078	$98,048
28	$85,731	$88,194	$94,353	$96,447	$98,541
29	$86,224	$88,687	$94,476	$97,740	$101,005
30	$86,716	$89,180	$94,550	$97,777	$101,005
31	$86,716	$89,180	$94,550	$97,777	$101,005
32	$87,702	$90,165	$94,846	$98,295	$101,744
33	$87,702	$90,165	$94,846	$98,295	$101,744
34	$88,687	$91,151	$95,117	$98,800	$102,483

Appendix A: Tutor Rate

TUTOR RATE

Summer School, Home Tutoring, After School Detention, Study Table, After School Tutoring and Saturday School (but NOT the Federal Student Intervention Grant) will be paid at the hourly rate of a teacher at step BA-5 given 7.5 hours per day and 184 work days per year.

Appendix B: Salary Placement Change

Request for Salary Placement Change

I, _____, am requesting a change in Salary Placement for the _____ school year. The change being requested is indicated below. Please find the attached official transcript(s) _____ (quantity) indicating credits completed towards the change in status.

Change Qualifications: Please select and check the appropriate category in each section

Check One	Current Salary Placement		Check One	Requested Salary Placement
	Bachelor Degree			Bachelor / 150 hours* (150 semester hours earned)
	Bachelor / 150 hours (150 semester hours earned)			Master's Degree (Master's Degree Conferred and Confirmed)
	Master's Degree (Master's Degree Conferred and Confirmed)			Master's+15 (15 semester hours earned AFTER Master's Degree Confirmation and Conferred)
	Master's+15 (15 semester hours earned AFTER Master's Degree Confirmation and Conferred)			Master's+30 (30 semester hours earned AFTER Master's Degree Confirmation and Conferred)

Contract: Article 1, Section 4 (n)
**150 Hours is defined as earning a total of 150 Semester Hours at any time. This can be undergraduate hours, graduate hours or any combination of both.*

A bargaining unit member may move to another column on the salary schedule when qualified upon submitting official transcripts of completed coursework/degree (degree confirmed and conferred) and written notice to the Treasurer no later than September 5 or January 5. A bargaining unit member who qualifies for a move on the salary schedule shall submit to the Treasurer a completed Request for Salary Placement Change form and official transcripts confirming and conferring the completed coursework/degree. Members who submit the form and official transcripts on or before September 5 will receive the new salary the entire contract year. Members submitting transcripts on or before January 5 will receive the new salary only for the remainder of the contract year starting January 1.

I have read the qualifications for the Salary Placement Change requested and certify that I have accomplished the change I am requesting.

_____ _____

Applicant's Signature Date Submitted to District Office

Appendix C: Supplemental Salary Index

Supplemental Salary Schedule Index – FY27 - FY29

Years	1	2	3	4	5	6
0	0.0935	0.0715	0.055	0.0385	0.0275	0.0154
1-2	0.11	0.0836	0.0605	0.0418	0.0297	0.0176
3-4	0.1265	0.0957	0.066	0.0451	0.0319	0.0198
5-6	0.143	0.1078	0.0715	0.0484	0.0341	0.022
7-8	0.1595	0.1199	0.077	0.0517	0.0363	0.0242
9-10	0.176	0.132	0.0825	0.055	0.0385	0.0264
11-15	0.1925	0.1441	0.088	0.0583	0.0418	0.0286

2026-2027 Supplemental Salary Schedule

Base Salary $45,969

Years	1	2	3	4	5	6
0	$4,301	$3,289	$2,530	$1,771	$1,265	$708
1-2	$5,060	$3,845	$2,783	$1,923	$1,366	$810
3-4	$5,818	$4,402	$3,036	$2,074	$1,467	$911
5-6	$6,577	$4,958	$3,289	$2,226	$1,568	$1,012
7-8	$7,336	$5,515	$3,542	$2,378	$1,670	$1,113
9-10	$8,095	$6,071	$3,795	$2,530	$1,771	$1,214
11-15	$8,854	$6,628	$4,048	$2,682	$1,923	$1,315

2027-2028 Supplemental Salary Schedule

Base Salary $47,376

Years	1	2	3	4	5	6
0	$4,430	$3,387	$2,606	$1,824	$1,303	$730
1-2	$5,211	$3,961	$2,866	$1,980	$1,407	$834
3-4	$5,993	$4,534	$3,127	$2,137	$1,511	$938
5-6	$6,775	$5,107	$3,387	$2,293	$1,616	$1,042
7-8	$7,556	$5,680	$3,648	$2,449	$1,720	$1,146
9-10	$8,338	$6,254	$3,908	$2,606	$1,824	$1,251
11-15	$9,120	$6,827	$4,169	$2,762	$1,980	$1,355

2028-2029 Supplemental Salary Schedule

Base Salary $49,271

Years	1	2	3	4	5	6
0	$4,607	$3,523	$2,710	$1,897	$1,355	$759
1-2	$5,420	$4,119	$2,981	$2,060	$1,463	$867
3-4	$6,233	$4,715	$3,252	$2,222	$1,572	$976
5-6	$7,046	$5,311	$3,523	$2,385	$1,680	$1,084
7-8	$7,859	$5,908	$3,794	$2,547	$1,789	$1,192
9-10	$8,672	$6,504	$4,065	$2,710	$1,897	$1,301
11-15	$9,485	$7,100	$4,336	$2,872	$2,060	$1,409

Appendix D: Supplemental Salary Groupings

GROUP 1
Head Boys Football
Head Boys Basketball
Head Girls Basketball
High School Band Director
Communications Director

GROUP 2
Head ~~Boys~~ Baseball Coach
Head Wrestling Coach
Head Girls Track Coach
Head ~~Girls~~ Softball Coach
Head Boys Track Coach
Head Volleyball Coach
Head Cross Country Coach
Assistant Boys Football Coach x4
Assistant Band Director
JV Boys Basketball Coach
JV Girls Basketball Coach
Freshman Boys Basketball Coach
Freshman Girls Basketball Coach
Assistant Girls Varsity Basketball Coach
Assistant Boys Varsity Basketball Coach
Head Boys Soccer Coach
Head Girls Soccer Coach
Varsity Cheerleader Coach
High School Yearbook Advisor – stand alone*

GROUP 3
JV Volleyball Coach
Head Golf Coach
JV Baseball Coach
Middle School Wrestling Coach
Middle School Volleyball Coach
Middle School Football Coach
Middle School Basketball Coach (Girls & Boys)
Middle School Track Coach (Girls & Boys)
Middle School Boys Baseball Coach
Middle School Girls Softball Coach
JV Girls Softball Coach
Assistant Middle School Football Coach
Freshman Volleyball Coach
JV Wrestling Coach
LPDC Secretary
JV Girls Soccer Coach
JV Boys Soccer Coach
Middle School Cross County
Middle School Soccer
Assistant Track Coach (x 2)

Assistant Softball Coach
Assistant Baseball Coach
Color Guard Advisor
Marching Band Assistant

GROUP 4

Seasonal Game Managers (2 for Fall, 2 for Winter, 2 for Spring)
Weight Room Supervisor (4 seasonal)
Auxiliary Band Advisor
Prom Advisor
Middle School Cheerleader Coach
JV Cheerleader Advisor
Freshman/Competition Cheerleading Coach
LPDC Committee
Drama Club Advisor
High School/Middle School Musical Director
High School Yearbook Advisor as part of a class*
Team Leaders (PK-5, one per grade level)
Department Heads (6-12 Math, Language Arts, Science, Social Studies, Fine Arts, Vocational)

GROUP 5

National Honor Society
Middle School Yearbook
Science Club
High School Student Council Advisor
Art Club
Academic Challenge Advisor (2)
Middle School Student Council Advisor
Elementary Yearbook Advisor
Team Leader Special Education (1) PK-2, (1) 3-5
Department Head Special Education (1) 6-8, (1) 9-12
Asst. Drama Club Advisor
Assistant Musical Director
8th Grade Trip Coordinator

GROUP 6

9th Class Advisor – 1 per grade level
10th Class Advisor – 1 per grade level
11th Class Advisor – 1 per grade level
12th Class Advisor – 1 per grade level

*only one of these supplemental positions shall be hired in any given year

Appendix E: Personnel File Inspection

AMANDA CLEARCREEK LOCAL SCHOOLS
REQUEST TO INSPECT
PERSONNEL FILE INFORMATION

INSTRUCTIONS

1. All sections of this form must be completed.
2. When completed, this form should be submitted to the District Superintendent.
3. The Superintendent will fill the request five (5) workdays after receipt.
4. Any copies requested will be charged at the current District rate.

PERSON MAKING REQUEST

Name (printed)_____

Signature_____

Address_____

Telephone Number_____

Date_____

EMPLOYEE INFORMATION

Name_____

Position_____

INFORMATION REQUESTED

List the specific information requested utilizing proper identifying terminology.

_____

Relate in detail the reasons for requesting the above information.

_____

_____

_____

FOR OFFICIAL USE ONLY

Date received by Superintendent_____

Date Superintendent complied to request_____

Date notice sent to employee_____

Date request officially logged_____

Appendix F: Grievance Form

GRIEVANCE FORM

Grievance #_____ - _____

_____ _____

NAME OF GRIEVANT DATE FILED

Date cause of grievance occurred_____

Statement of Grievance _____

_____

_____

_____

_____

Specific Article(s) and Section(s) claimed to be violated: _____

_____

Relief Sought: _____

_____

_____

_____

_____

DATE _____ _____

SIGNATURE OF GRIEVANT

STEP ONE: INFORMAL

An informal conference was held to discuss the problem on the following date:

DATE _____ _____
SIGNATURE OF BUILDING PRINCIPAL

DATE _____ _____
SIGNATURE OF GRIEVANT

I hereby request an appeal to Step Two.

DATE _____ _____
SIGNATURE OF GRIEVANT

STEP TWO: PRINCIPAL

_____ _____
RECEIVED BY DATE

DISPOSITION OF PRINCIPAL

_____

_____

_____

DATE _____ _____
SIGNATURE OF GRIEVANT

I hereby request an appeal to Step Three.

DATE _____ _____
SIGNATURE OF GRIEVANT

STEP THREE: SUPERINTENDENT

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERINTENDENT

_____

_____

_____

SIGNATURE _____ DATE _____

We hereby request an appeal to Step Four.

DATE _____ _____
SIGNATURE OF GRIEVANT

DATE _____ _____
SIGNATURE FOR ASSOCIATION

STEP FOUR: FMCS MEDIATION

RECEIVED BY _____ DATE _____

We hereby request an appeal to Step Five.

DATE _____ SIGNATURE OF GRIEVANT _____

DATE _____ SIGNATURE FOR ASSOCIATION _____

STEP FIVE: BINDING ARBITRATION

RECEIVED BY _____ DATE _____

* Attach additional sheets if necessary

Appendix G: Supplemental Evaluation Form - Head Coach

SUPPLEMENTAL EVALUATION FORMS
HEAD VARSITY COACH EVALUATION FORM

Coach _____ Sport/Season _____

Date _____

Number of years coaching in this assignment:_____ Number of years coaching in school district:_____

	Satisfactory	Needs Improvement
I. Professional & Personal Relationships:		
• Cooperates with the athletic director in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport and develops rapport with the coaching staff, other teachers, coaches and administrators, including Middle School coaches in developing a coordinated program.	_____	_____
• Is appropriately dressed at the practices and games.	_____	_____
• Participates in in-service meetings and other activities to improve coaching performance.	_____	_____
• Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club and interested spectators.	_____	_____
• Understands and follows rules and regulations set forth by all governing agencies: OHSAA, Board of Education and Mid-State League.	_____	_____
• Participates in parents' night, banquets, awards night, pep assemblies and letters to colleges regarding players.	_____	_____
• Maintains suitable sideline conduct at games towards players, officials and other workers.	_____	_____
• Promotes all sports in the athletic program attempting to foster school spirit.	_____	_____
II. Coaching Performance:		
• Develops respect by example in appearance, manner, behavior, language and conduct during a contest.	_____	_____
• Provides proper supervision and administration of locker and training room and on bus trips.	_____	_____
• Is well versed and knowledgeable in matters pertaining to the sport and provides for individual as well as group instruction.	_____	_____
• Has individual and team discipline and control. Is fair, understanding, tolerant, sympathetic and patient with team members.	_____	_____
• Develops a well-organized practice schedule which utilizes his/her staff and team to its maximum potential.	_____	_____
• Works with and develops integrity with other coaches.	_____	_____
Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching.	_____	_____
• Shows an interest in athletes in off-season activities and classroom efforts.	_____	_____
• Provides leadership and attitudes that produce positive efforts by participants.	_____	_____

• Knows the medical aspects of the position including first aid injury policies, working with team doctor and/or family physician. Completes the required pupil validation and CPR in a timely manner and before the start of the season.	_____	_____
• Delegates authority with responsibility while remaining accountable for such delegations.	_____	_____
• Provides atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success.	_____	_____
• Uses all possible ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision making and lasting values to each individual.	_____	_____
• Team performance consistent with quality of athletes available.	_____	_____
III. Related Coaching Responsibilities:		
• Is concerned about the care of equipment, including issue, inventory and storage.	_____	_____
• Is cooperative in preparation of non-league scheduling.	_____	_____
• Is cooperative in sharing facilities.	_____	_____
• Shows self-control and poise in areas related to coaching responsibilities.	_____	_____
• Displays enthusiasm.	_____	_____
• Keeps athletic director informed about unusual events, or problems.	_____	_____
• Is cooperative in helping service clubs, recreation department and other organizations in their projects which in turn relate to our athletic program.	_____	_____
• Maintains building security.	_____	_____
• Operates sport within the budget as approved by the Athletic Board.	_____	_____
• Uses only approved volunteer coaches.	_____	_____
• Provides appropriate training for volunteer and assistant coaches.	_____	_____

STRENGTHS/WEAKNESSES/RECOMMENDATIONS:

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. The signature does not necessarily mean that agreement exists.

_____ _____
Athletic Director's Signature Date

_____ _____
Coach's Signature Date

_____ _____
Principal's Signature Date

Circle one:
- Successful: To be recommended for continued assignment
- Needs Improvement: To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.
- Unsatisfactory: Not to be recommended for continued assignment

Please check here if you are interested in coaching in this position next year _____.

Coach Signature _____ Date _____

Appendix H: Supplemental Evaluation Form - Coach

COACH EVALUATION FORM
(FOR ALL COACHES OTHER THAN HEAD VARSITY COACH)

Date _____

Coach _____ Head Coach _____

Sport _____ Position _____

Number of years coaching in this assignment: _____
Number of years coaching in school district: _____

	Satisfactory	Needs Improvement
• Demonstrates loyalty to school system.	_____	_____
• Maintains equipment and properly stores.	_____	_____
• Demonstrates knowledge of sport and first aid procedures.	_____	_____
• Teaches appropriate skills for sport and good sportsmanship.	_____	_____
• Has individual and team discipline and control.	_____	_____
• Creates rapport between coach and players, cooperates with the athletic director in regard to submitting participant lists, parent permission any physical slips, year-end reports and program information relative to your sport and inventory.	_____	_____
• Provides proper supervision of players in locker room, on bus trips, and other areas.	_____	_____
• Makes sure all players leave building before finishing duties for the day.	_____	_____
• Maintains good working relationship with other coaches.	_____	_____
• Works cooperatively with head coach, athletic director, administration and custodians.	_____	_____
• Maintains building security.	_____	_____
• Maintains up-to-date equipment and uniform inventory.	_____	_____
• Maintains suitable sideline conduct at games towards players, officials and other workers.	_____	_____
• Conducts pre-season meeting with parents.	_____	_____
• Provides Athletic Director with copy of coaches written rules as soon as possible after making final decision on team roster.	_____	_____

STRENGTHS/WEAKNESSES/RECOMMENDATIONS:

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. This signature does not necessarily mean that agreement exists.

Athletic Director's Signature	Date
Coach's Signature	Date
Principal's Signature	Date

Circle one:	Successful:	To be recommended for continued assignment
	Needs Improvement:	To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.
	Unsatisfactory:	Not to be recommended for continued assignment

Please check here if you are interested in coaching in this position next year _____

Coach Signature _____ Date _____

Appendix I: Supplemental Evaluation Form - Club/Organization

Supplemental Evaluation for Clubs and Organizations

Club/Organization _____ Advisor _____

Evaluator _____ School Year _____

Number of Years as Advisor _____

Scale: (N/O) Not Observed (1) Does not meet expectations (2) Meets expectations (3) Exceeds Expectations

---

PROFESSIONAL AND PUBLIC RELATIONS:

- ____ Works cooperatively with the principal in regards to expectations and goals of the organization.
- ____ Demonstrates the ability to get along well with students, parents, community and staff.
- ____ Illustrates professional behavior and conduct when in advisory positions, as well as other school functions.
- ____ Promotes the overall club or organization positively to both school and community.
- ____ Works well with other school related organizations.

ORGANIZATIONAL SKILLS:

- ____ Coordinates activities and events throughout the school year.
- ____ Follows prescribed procedures outlined in the Activity Advisors Manual.
- ____ Has regular meeting times with group members.
- ____ Actively involves students with decisions and responsibilities of the organization.

SUBJECT KNOWLEDGE:

- ____ Demonstrates evidence of knowledge of supervising and leading said club/organization.
- _ Shows ability to lead students productively in this activity.

GENERAL EFFECTIVENESS:

- Has a vision developed for club/organization?
- Dresses appropriately for all related school functions.
- Effectively supervises students and has discipline control.
- Cares for and maintains school equipment when applicable.

Evaluator's Comments:

Advisor's Comments:

A conference was held on_____at _____ to discuss this evaluation.

Evaluator	**Advisor**
Date	**Date**

Please check here if you are interested in advising in this position next year _____

Advisor Signature _____ Date _____

Appendix J: Application for Continuing Contract Status

APPLICATION FOR CONTINUING CONTRACT STATUS

My current limited contract is expiring at the end of this school year. I have completed the educational and length of service requirement for continuing contract eligibility and I wish to apply for a continuing contract this year.

Name of Applicant _____ Date_____

Signature of Principal _____ Date_____
(indicating the form was received)

This form must be turned in to the building principal on or before the first work day in February of the year in which the teacher is applying for a continuing contract.

Appendix K: Sick Leave Bank Form

Amanda-Clearcreek School District
Catastrophic Leave Request Information and Physician Statement for Sick Leave Bank

Employee Statement

Name of Recipient: _____

Last Date Worked: _____

Leave accrued as of Last Date Worked: Sick Leave _____ hours

I certify that I have read and understand the definition of "catastrophic illness/injury: as stated below. I further certify my condition meets the definition of "catastrophic" illness/injury.

_____ _____
Signature of Recipient Date

Physician's Statement

Diagnosis:

_____
_____
_____
_____

Method of Treatment:

_____
_____
_____
_____

_____ _____
Physician's Signature Date

Appendix L: Supplemental Contract Compensation

Amanda-Clearcreek Local Schools

Supplemental Contract Compensation

School Year _____ - _____

Employee Name: _____

Contracted for: _____

Date of Approval: _____

CERTIFICATION:

I certify that all duties and closing responsibilities related to the above supplemental contract have been completed for the indicated school year by the employee indicated above, and further request that the amount due for the above activity should be included as part of the employee's next regular pay.

_____ List of all students participating in activity showing payment of pay to play fee

_____ Evaluation of advisor completed and on file in superintendent's office

_____ Financial obligations met/resolved

Certified by:

_____ _____

Employee Building Principal

_____

Date

Please return to the treasurer's office for payment of services _____

Date rec'd – treasurer's office

Appendix M: Longevity Benefit Request Form

LONGEVITY BENEFIT REQUEST FORM
(updated language on 10-26-2020)

I, _____, am requesting the payment of my longevity benefit per Article 35 Section A in the ACEA Union Agreement.

At the end of the _____school year, I will have completed the longevity years marked below **(Only one (1) category below should be marked)**:

_____Completion of the employee's tenth (10th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of one thousand dollars ($1,000.00). *The Longevity Benefit is not retroactive.

_____Completion of the employee's twentieth (20th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of two thousand dollars ($2,000.00). *The Longevity Benefit is not retroactive.

_____Completion of the employee's thirtieth (30th) year of teaching service with the Amanda-Clearcreek School District, the employee will receive a one-time payment of three thousand dollars ($3,000.00). *The Longevity Benefit is not retroactive.

This benefit will be paid on the second pay of June in the year it was completed. I have read the qualifications for the Longevity Benefit and certify that I have accomplished the years of teaching service requested. Article must be completed, dated and turned in the Treasurer's office by the end of the last business day of May, the year the check is to be distributed.

_____ _____
Applicant's Signature Date Submitted to District Office

_____ _____
Treasurer Signature Date approved

Appendix N: RESA Benefit Request Form

RESA BENEFIT REQUEST FORM

I, _____, am requesting the payment of my RESA benefit per Article 36 Section B in the ACEA Union Agreement.

At the end of the _____school year, I will have completed the following categories along with my additional year of teaching at AC:

_____Completion of RESA Year 1

_____ School Year

_____ Mentor Name

_____Completion of RESA Year 2

_____ School Year

_____ Mentor Name

This benefit will be paid on the second pay of June in the year it was completed. I have read the qualifications for the RESA Benefit and certify that I have accomplished the entire RESA training in Amanda-Clearcreek LSD and also completed the additional year of teaching at AC.

_____ Applicant's Signature

_____ Date Submitted to District Office

_____ Treasurer

_____ Date Approved

CERTIFICATE

(RC 5705.412)

RE:

IT IS HEREBY CERTIFIED that the Amanda-Clearcreek Board of Education has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or if scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract, and if the above expenditure is for a wage or salary schedule, this certification shall cover the term of the schedule.

Dated: _____

Amanda-Clearcreek Local School District

Board of Education

By: _____
Treasurer

By: _____

Superintendent of Schools

By: _____

President, Board of Education