**TENTATIVE AGREEMENT**

**NEGOTIATED AGREEMENT**

**between the**

**BIG WALNUT**

**EDUCATION ASSOCIATION**

**and the**

**BIG WALNUT BOARD OF EDUCATION**

**From**

**July 1, 20~~12~~16**

**to**

**June 30, 20~~14~~19**

# ARTICLE VI - PRINCIPAL'S ADVISORY COMMITTEE

1. **Purpose**

As a means to provide ongoing communication between the Principal and his/her staff, in an effort towards providing quality education by the school for the community it serves, a Principal’s Advisory Committee shall be formed in each building that will meet as often as deemed necessary by the parties, but not less than every month excluding June, July and August.

1. **Committee Representation**

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

1. **~~Training~~**

~~Annually, the Committee will receive training, by a FMCS mediator in odd numbered years and Adaptive Schools in even numbered years, to be held no later than November 15~~~~th~~~~.~~

1. **Agenda**

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

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

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

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

# ARTICLE VII - CLASS SIZE

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

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

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

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

The Board will seek to reach the following class size goals to the extent reasonably feasible with 25 students in grades K-~~2~~**3**, 27 students in grades **4**~~3~~-8, and 29 students in grades 9-12.

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

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

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

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

# ARTICLE VIII - SPECIALISTS

A. A minimum of five full-time equivalent educational service personnel shall be employed on a district-wide basis for each ~~1,000~~ **1,500** pupils in average daily membership. Said ratio shall be calculated in accordance with Section 3317.02 and 3317.023 of the Revised Code.

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

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

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

# ARTICLE IX - NON-TEACHING DUTIES

A. Members may be required by the building principal to attend meetings outside the regular eight- (8-) hour school day, provided such meeting does not exceed one-half (1/2) hour beyond the regular eight- (8-) hour day. Only one (1) such meeting may be scheduled per month that exceed the eight- (8- ) hour day.

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

C. Members shall not be required to chaperone or attend more than three (3) functions per year which are scheduled outside of the regular eight (8) hour school day. Functions for which members have been granted compensatory time off shall not be counted as one of the three (3)functions. **Members may request approval from their principal to count another evening event toward the three (3) required school functions. If more than three (3) approved functions are attended the member may receive flex time to be used with the agreement of the principal.** Attendance at any other such school functions outside of regular school hours shall be on a voluntary basis and/or by supplemental contract. No administrator or supervisor shall mark the attendance or absence of any member at any voluntary function.

Annually, on or before the first member work day **in September**, each building principal shall notify the staff of the name and anticipated date of each of the functions that the member is expected to chaperone or attend for the school year. Attendance and/or chaperoning at the three (3) functions shall not be scheduled to include more than a six- (6-) hour commitment per school year.

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

E. Participation on all building level committees is voluntary. When staff members volunteer to serve on a building level committee, ~~for which they are not otherwise compensated,~~ they may apply for and receive CEU’s approved by the LPDC if available for such service. In addition, members may be granted up to four (4) in-service hours which shall apply to their optional in-service hours provided a plan is submitted for approval to the Superintendent or his/her designee and is approved. The plan must demonstrate how the experience contributes to the member’s professional growth.

## F. Curriculum Development

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

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

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

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

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

# ARTICLE X - REDUCTION IN FORCE

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

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

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

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

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

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

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

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

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

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

H. ~~Through June 30, 2014, all evaluations shall be considered comparable.~~ ~~The Evaluation Committee will define “comparable evaluations” as part of the new evaluation process for ratification and implementation beginning July 1, 2014.~~ **All most recent evaluations resulting in a final summative rating of developing, skilled, or accomplished shall be comparable for the duration of this contract.**

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

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

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

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

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

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

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

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

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

# ARTICLE XI – MEMBER EVALUATION

## A. Purpose

1. To assess a member’s work performance.
2. To help the member to achieve improved knowledge and skills in performance of the work assignment.
3. To constitute the basis for personnel decisions including advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.

## B. Evaluation Committee

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

1. Composition
2. The evaluation committee shall be comprised of no less than ~~six (6)~~ **one (1)** Association ~~committee~~ members **from each building** appointed by the Association president and ~~six (6)~~ **no less than one (1)** committee members **per building** appointed by the Board or its designee. ~~In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend evaluation committee meetings.~~
3. Association committee members **will serve for a minimum of one full school year.** ~~the development and flexible implementation of year (2012-2013). After this flexible implementation period ends and the Evaluation System has been ratified per Article IV, Negotiations Procedures, Section (D) Ratification, association committee members shall serve staggered terms of three (3) years with the first association committee member’s term ending in 2015.~~ Consecutive terms are permissible.
4. Association committee members shall be representative of elementary, secondary and specialty areas within the district.
5. The evaluation committee will ~~exist during the development and flexible implementation year of the new evaluation system (2012-2013) and~~ remain intact **for the duration of this contract** ~~during the next two years of full implementation of the evaluation system (2013-2015)~~. ~~At the end of this term, the evaluation~~ **The** committee can be ~~resolved~~ **dissolved** if the evaluation committee recommends such action and the recommendation is ratified by the Board and Association per Article IV, Negotiations Procedures, Section (D), Agreement.
6. Operational Procedures
7. The evaluation committee shall be chaired jointly by an evaluation committee member from the Association and an evaluation committee member from the Board.
8. Evaluation committee members will receive training in the state adopted Evaluation Framework model ~~prior to beginning their work and will receive~~ **on an** on-going**, as-needed basis** ~~training during their work~~.
9. The evaluation committee will establish by mutual agreement a meeting calendar and timeline for work completion.
10. Evaluation committee agendas will be developed jointly by the co-chairpersons of the evaluation committee.
11. ~~All decisions of the evaluation committee will be made by majority.~~
12. At the initial evaluation committee meeting **each year**, the evaluation committee will develop the ground rules~~/norms~~ **and voting procedures** by which the evaluation committee will operate. These ~~ground rules~~ will be written**,** ~~and~~ approved**, reviewed, and modified annually only with the approval of** ~~by~~ all evaluation committee members. ~~These ground rules will be reviewed annually and modified only with the approval of all evaluation committee members.~~
13. At each evaluation committee meeting, the group will select an individual to act as the official recording scribe for that meeting.
14. Minutes of the evaluation committee meetings will be distributed to evaluation committee members, the Association President and the District Superintendent within five (5) school days following meetings of the evaluation committee.
15. The evaluation committee may establish subcommittees to assist with the work.
16. Subcommittees will be jointly appointed by the Superintendent/designee and the Association President/designee.
17. The evaluation committee shall be authorized to utilize consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. The cost, if any, will be borne by the Board.
18. ~~By June 1, 2013 the evaluation committee will review the results of the new evaluation system piloted during the 2011-2012 and 2012-2013 school years.~~
19. ~~The Committee will recommend an evaluation system to the Board and the Association to be ratified per Article IV, Negotiations Procedures, Section (D). Ratification by the Association will take place on or before the first student day of the school year. Upon ratification, the evaluation systems will be implemented.~~
20. ~~Piloting of Evaluation System~~
21. ~~The second year of the pilot will be 2012-2013. The Association will ensure that it will include participation from at least 20% of members in the district. Participants will be representative of elementary, secondary and specialty areas in the district.~~
22. ~~Participation in the pilot program will be voluntary, subject to the Superintendent’s discretion to accept a member in the pilot program.~~
23. ~~Participants will offer feedback to the evaluation committee in order to improve and revise the evaluation system that the evaluation committee will recommend to the Board and the Association.~~
24. ~~Evaluation information gathered through the flexible implementation program will not be used for any personnel decisions including but not limited to advancement, reassignment, continuing contract status, or contract non-renewal, reduction in force or termination.~~

4. Compensation

1. Association members of the evaluation committee will receive release time for evaluation committee work and training including but not limited to the development, implementation, revision and monitoring of the evaluation system. ~~Each association committee member from the association will receive at least six (6) release days each year during the 2012-2013 and 2013-2014 contracted work years.~~

5. Secretarial Support

a. The Big Walnut Local Schools will provide secretarial support and assistance to the evaluation committee. Responsibilities may include but are not limited to note taking, copying, committee notification, communications, distribution of materials and other duties as needed.

6. Committee Authority

1. The evaluation committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
2. The evaluation committee is responsible to jointly ~~develop,~~ revise and monitor the member evaluation system. The components of the ~~new~~ evaluation system to be ~~developed~~ **revised** by the evaluation committee include but are not limited to an evaluation framework, procedures, processes, definitions, all forms and other tools.

7. Adoption and Revision of Evaluation System

1. ~~The evaluation committee will produce the final evaluation system to be proposed for ratification by the Association and the Board per Article IV, Negotiations Procedures.~~
2. ~~Once ratified by both parties this evaluation system shall be incorporated into the Master Agreement between the Big Walnut Local Schools Board of Education and the Big Walnut Education Association and will go into effect for the 2013-2014 school year.~~
3. ~~Until ratification by both parties, the previous evaluation system as defined in Article XI, Member Evaluation, will remain in place for the 2012-2013 and 2013-2014 school years. At the same time, the District will continue to pilot the new evaluation system until its ratification.~~
4. Recommendations for any needed modifications to the evaluation system will be formally suggested in writing by the evaluation committee to the association president and superintendent no later than ~~June 30~~ **September 1** of **that** ~~the~~ ~~preceding~~ school year in order to be implemented for ~~the next~~ **that** academic year. The evaluation committee will include the specific rationale for recommended changes.
5. All modifications to the adopted evaluation system will be subject to ratification by the Board and the Association per Article IV, Negotiations Procedures.
6. The obligation for mid-term bargaining for changes in the evaluation system will be triggered by employer changes to the Board adopted Big Walnut Local Schools Evaluation Policy affecting terms and conditions of employment not addressed during negotiations of this contract.
7. In the event of legislative action by the Ohio General Assembly that materially affects this topic, the parties to the Agreement agree to reconvene bargaining to make the appropriate adjustments required per Article IV, Negotiations Procedures.

**C. Evaluation Procedures**

1. **For the term of this contract, members shall be evaluated using the evaluation tools developed and approved by the Evaluation Committee. (see appendix \_\_)**
2. **All observations shall be made openly. No member shall be observed for purposes of evaluation without the full knowledge of the member. No observations shall be conducted by the use of electronic surveillance, unless the evaluation document authorizes the use of such equipment or the member has consented to such use.**
3. **Teachers are authorized and required to raise any objections to the evaluation procedure (but not the evaluator's judgment or conclusions) through the grievance procedure. The Board may reevaluate any teacher filing objections to the evaluation procedure and the reevaluation, if properly done, will cure any defects.**
4. **The evaluation timeline and procedures will be established by the Evaluation Committee annually and communicated to all members no later than September 30 for that school year.**

# ARTICLE XII - TEACHER FACILITIES AND CONDITIONS

A. Each member shall have unassigned time included within the framework of the eight hour school day, in addition to a thirty (30) consecutive minute, uninterrupted duty free lunch barring unforeseen or extenuating circumstances.

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

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

**3. If a member loses conference time or has to stay after the contractual workday for IEP or ETR meetings, the member will receive flex time to be used at a time mutually agreed upon with their building administrator, provided their professional responsibilities are fulfilled.**

~~3~~**4**. Traveling member shall be defined as a member with assignments in more than one building.

4**5**. The preparation time set out in Article XII, Teacher Facilities and Conditions, Section (A) (1) and (2) above may include time spent in member initiated work related activities.

B. Members shall be able to work in the building during time other than the regular school hours ~~by obtaining the key from the building principal~~.

C. The following member facilities shall be provided:

1. A serviceable desk, chair and filing cabinet for each member.

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

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

4. An appropriately furnished room to be used as a faculty lounge which may be additionally used as a member work area.

5. Restroom facilities separate from the student restrooms.

6. A copy machine (and as available), fax and computer facilities located for convenient use by members.

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

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

## F. Professional Dress and Appearance

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

## G. Tuition Free/Open Enrollment

Full time members who do not reside in the District may **open** enroll their children as pupils, ~~without payment of tuition~~, subject to the following conditions:

1. Each Member desiring to **open** enroll a non-resident pupil under this Article shall make application to the District for enrollment not later than March 1 of the first year of enrollment. Such members shall notify the District by March 1of each year after the first year of enrollment of the member’s desire to continue the enrollment of a nonresident child enrolled during the previous year. **Children of members will be enrolled before any other students from outside of the District are considered. Members will pay any tuition charges for preschool and all-day kindergarten if such program fees are charged to residents of the District.**

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

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

**4.** **Should open enrollment cease to exist, members will still be offered tuition free enrollment.**

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

## I. Environmental Concerns

As used in this provision, "Environmental Concerns" means concerns about extremes of temperature in a classroom, lighting, air quality and health related concerns, and other aspects of the teaching environment affecting the ability of members to teach and students to learn. Each building will, annually, develop and publish in the building teacher handbook, the appropriate means of notification for building environmental concerns both in the case of immediate issues and long-term environmental issues. In addition, a multi-part form will be developed for use in notifying the building principal of environmental issues, which form will include space for notifying the member of the administration’s disposition.

The administration will make reasonable efforts to address the environmental concern. Members will be notified within ten (10) school days of the disposition of environmental concerns which are reported on the form.

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

# ARTICLE XV - SICK LEAVE

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

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

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

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

1. The Association and Board acknowledge that sick leave is made available for purposes of the illness of a member, family member as defined in this NegotiatedAgreement or other authorized purposes as set forth herein. Sick leave abuse is prohibited by law and is contrary to the interests of the Association, the Board and the District. Any member who is suspected of sick leave abuse may be required to attend a conference with the administration. Such member will be entitled to be accompanied by an Association representative, if requested. Sick leave usage for which no adequate explanation has been provided may be subject to comment on the member’s evaluation.

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

## D. Illness in the Immediate Family

The immediate family shall be defined as spouse, mother, father, child, sister, brother, mother-in-law, father-in-law; **grandparent; step-parent; step-child** any person with standing in the place of any of the foregoing; and any person residing in the home of the member for whose care the member has responsibility.

## E. Death in the Immediate Family

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

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

F. ~~On September 15 of each school year,~~ ~~members~~ **Members** who have accumulated sick leave of less than five (5) days shall be advanced that number of days necessary to bring the accumulation to five (5) days**, if needed pursuant to Revised Code 3319.141**.

G. For emergencies or extraordinary circumstances, the administration may grant sick leave above the inclusions of this policy. The member shall state in writing the details of the case.

## H. Sick Leave Bank

1. Sick Leave Bank

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

During the term of the NegotiatedAgreement, the parties agree that the operation of the sick leave bank may be varied by written Memorandum of Understanding signed by the President of the Association and the Superintendent or his/her designee. The Sick Leave Bank Committee will annually review the operation of the sick leave bank during each year of this NegotiatedAgreement.

2. Participation in Sick Leave Bank Benefits

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

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

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

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

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

3. Application for Sick Leave Bank Benefits

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

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

4. Sick Leave Bank Committee

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

# ARTICLE XVI - LEAVE PROVISIONS

## A. Illness Disability Leave

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

## B. Family and Medical Leave Act

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

## C. Pregnancy Leave

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

## D. Leave of Absence

1. Upon written request of a member who has completed five or more school years with the Big Walnut Local School District, the Board may grant a leave of absence, without pay, for a period of not more than one (1) school year, for educational, professional, maternity or compelling personal, family or emergency reasons, provided that a qualified replacement may be employed to fill the vacancy thereby created. Leaves of absence will not be granted for recreational or vacation purposes, or for the purpose of seeking or taking other full-time permanent employment. No more than 5% of the members of the bargaining unit shall be granted such leave concurrently. Teachers applying for a sabbatical leave shall meet the additional requirements of 3319.131 of the Revised Code.

2. Upon the written request of a member who has completed less than five (5) school years with the Big Walnut Local School District, the Board may grant the leave of absence without pay.

3. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The member shall advise the Board of the commencement of the leave as far in advance as possible, preferably forty (40) days prior to the start of the leave. Unless otherwise specified, all leaves will terminate at the beginning of the next ensuing school year. Any teacher on leave of absence must notify the Board by ~~May 1~~ **March 15** of his/her intent to either return or not return to service at the beginning of the next school year. Failure to notify of intent to return will be deemed abandonment of employment and such position will be considered open.

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

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

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

1. The member ~~shall continue to be carried on the payroll records for the purpose of eligibility for any group insurance plan~~ **will receive information on COBRA and the portability of any supplemental life insurance**.

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

3. The accumulated and unused sick leave to the credit of the teacher shall be restored upon the member's return to active service.

## F. Parental Leave

Upon written request, a member shall be granted a leave of absence with~~out~~ pay for a period not to exceed ~~six weeks~~ **five (5) weekdays** ~~for care of a newborn or adopted child~~ **immediately after the birth of a child**. If both parents are members employed by the Board, only one such parent shall be eligible for leave under this provision.

## G. Jury Duty

A member, upon written request to the Superintendent or his/her designee, shall be granted leave for the number of days or partial days needed to accept and serve on jury duty. The member shall receive his/her normal pay during jury service. A leave form shall be submitted when the member becomes aware of the need to use Jury Duty Leave. The member may also retain all compensation and expenses received from serving as a juror.

# ARTICLE XVII - PERSONAL LEAVE

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

**Balance at end of current year Balance at beginning of following year**

**> 2 days 5 days**

**> 1 but < 2 days 4 days**

**< 1 day 3 days**

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

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

1. No more than five percent (5%) of the certificated members in any building shall be granted personal leave at the same time; any fraction shall be rounded off to the next highest whole number. In case of conflict, requests will be honored on a first-come, first serve basis.
2. The Building Principal may adjust the limitation on the number of leaves granted within his/her building as conditions merit.
3. Fraudulent use of personal leave shall result in a deduction of pay. Subsequent fraudulent use of personal leave may result in other disciplinary action as may be deemed appropriate.

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

1. Gainful employment

2. Absences covered by sick leave provision.

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

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

# ARTICLE XVIII-PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

## A. In-Service Education Projects

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

~~2. The School Calendar approved by the district shall include "COTA Day" as a day of no school when teachers may elect to participate in the in-service programs offered by the Central Ohio Teachers Association (COTA) and/or in-service programs developed by their respective building PAC’s when such option is available.~~

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

## B. Student Teachers

All colleges and universities will contract directly with the Board for student teacher participation in the Big Walnut Schools. The participating college or university will make all cash payments or tuition certificates payable to the Board. Cash payments and/or tuition credits will be first available to the cooperating teacher for classroom materials or tuition reimbursement. If not used by the cooperating teacher, the cooperating teacher’s building Principal’s Advisory Committee (PAC) will allocate the payments or credits for the professional development of the staff members in the building.

## C. Professional Leave

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

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

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

~~2. Members~~~~granted leave under this subsection shall be granted leave with pay but shall not be reimbursed for any expense incurred in the use of said leave.~~

## D. Tuition Reimbursement

1. During the ~~2012-2013~~ **2016-2019** school year**s**, no less than ~~$39,000~~ **$42,000** will be made available for tuition reimbursement. ~~In 2013-2014,~~~~no less than $42,000~~~~will be made available for tuition reimbursement.~~ The purpose of the tuition reimbursement fund is to reimburse members for the cost of tuition for educational courses in accordance with this provision. The request must be pre-approved prior to the quarter or semester in which the course(s) will be taken. Pre-approval requests will be made to the LPDC. Annual tuition funds not paid or committed to be paid in any quarter will be carried forward to the next quarter. A maximum of $10,000of theannual tuition funds not paid or committed to be paid in any fiscal year will be carried forward to the next fiscal year. The quarters for payment purposes are:

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

2. The Board will begin taking applications for approval for tuition reimbursement courses on the first day of every quarter. Only courses related to education, approved in advance by the Superintendent or his/her designee, the LPDC, and provided by accredited institutions will be reimbursed up to fifty (50) percent of the tuition cost of approved courses up to a maximum of $3,000 per member per year. Requests for reimbursement shall be made to the Board Treasurer and shall include written evidence of tuition payment and successful course completion. Successful completion shall require passage with a grade of “B-” or better in graded courses or designation of passage in ungraded courses. **When there are excess funds available at the end of the school year, the amount per member may be increased not to exceed the 50% cap, in order to utilize the maximum amount of funds up to the $10,000 carryover.**

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

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

## E. Local Professional Development Committee (LPDC)

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

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

# ARTICLE XIX - TEACHER SUBSTITUTION IN AREAS

# OTHER THAN NORMAL ASSIGNMENT

A. 1. The Board and the Administration as far as possible, will not ask members to teach in areas other than those to which they are normally assigned and will attempt to provide substitutes for absent members. In cases of emergency, a member may be required tosubstitute in other classes. Members in grades7-12will be compensated at the rate of 1/7 of the concerned member’s normal daily pay rate based upon the total contract days for each hour or period for which said member is required to substitute.

2. Classroom members in grades K-6 may be assigned pupils divided from another class in the absence of a classroom member. The member will be paid twenty dollars ($20.00) per day for each instance.

3. Classroom members in grades K-6 who lose their planning period due to the absence of a special member will receive one-seventh (1/7)of the classroom member’s daily rate of pay for each instance.

~~4. Each building will maintain a master list indicating the number of times that classroom members in the building have been asked to supervise additional pupils under paragraphs A(1), A(2), or A(3) above, initialed by both the member and the principal.~~

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

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

# ARTICLE XXI - SCHOOL CALENDAR

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

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

C. The professional school calendar for the Big Walnut Schools shall be a maximum of 185 days which includes three teacher workdays (opening of school, end of first semester, and end of second semester), one administrative day, and ~~the days required in Section 3313.48 of the ORC which requires each Board to provide~~ **182 days during which** schools ~~to~~ **will** be open for instruction with pupils in attendance**,** ~~for not less than 182 days each year~~ which may include up to ~~two~~ **three (3)** days for professional meetings of teachers, and up to two days for parent-teacher conferences and reporting. **Up to five (5) calamity days may be granted each year when school is closed due to weather or other calamity that do not have to be made up. If more than five (5) calamity days are used, all days in excess of the first five (5) will be made up, without additional compensation, with either student instructional days and/or professional development days, unless the Board approves a shorter minimum school year.**

# ARTICLE XXII - TEACHER EMPLOYMENT

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

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

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

# FAIR DISMISSAL

## D. Non-Renewal or Termination of Teaching Contracts

1. Except as provided herein, termination of a member's employment shall be effected in accordance with the requirements and procedures established by Chapter 3319 of the Ohio Revised Code.

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

3. Probationary Limited Contract

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

4. Non-Renewal of the Fourth Limited Contract

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

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

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

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

In the event that the Board shall proceed to consider the termination of a continuing teaching contract for just cause, the issue will, at the written request of the member no less than ten days after notice of Board action of termination, be considered as having been initiated at level three of the grievance procedure. In the event the issue of termination is advanced to Arbitration, the Arbitrator shall consider and rule on the issue of just cause for the termination of contract applying the "just cause" standard for termination of employment in the private sector, without regard to the standards applicable to termination for "good and just cause" as set forth in Revised Code Section 3319.16. The Arbitration will be conducted in accordance with this NegotiatedAgreement.

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

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

## F. Individual/Small Group Teachers & Special Assignment Teachers

1. Definitions

As used in this section "Individual/Small Group teacher" means members certified for and assigned to positions as Learning Disability tutors (hereafter, "ISG Teachers"). Special AssignmentTeachers means members assigned to positions as instructors other than ISG Instructors (hereafter referred to as "Special Assignment Teachers"). ISGTeachers and Special Assignment Teachers are members of the bargaining unit.

The Board and Association agree that the designation of members formerly designated as "ISG Instructors" and “Special Assignment tutors" to "ISG Teachers" and “Special Assignment Teachers" is prospective only, beginning on June 30, 1997 and thereafter. The designation is not intended to and does not create a claim to any additional compensation by or on behalf of any member formerly designated as an "ISG Instructor" or “Special Assignment Tutor" for any period prior to June 30, 1997.

## G. Part-Time Teachers

1. Part-time members employed by the Board after June 30, 1997 will be employed under one year limited contracts that will be issued from year to year based on funding, satisfactory performance and need. Such contracts may be non-renewed at the end of any year in the same fashion as the non-renewal of an initial one year limited contract. Such non-renewal will not be subject to the "just cause" requirements for non-renewal of limited contracts regardless of length of service.

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

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

1. High school/middle**/intermediate** schools members who work five (5) or more periods a day shall receive a planning period. Elementary school members who work nineteen (19) or more hours per week shall receive a planning period.
2. Any reference to teacher certification in this Agreement shall also include teacher licensure.

# ARTICLE XXIII - VACANCIES AND TRANSFERS

A. The Superintendent or his/her designee shall prepare ~~annually~~ and post **electronically** ~~by May 15~~ a list of all known vacancies in teaching positions and supplemental positions for the succeeding school year **as they arise**. A member may apply for a posted vacancy for which he or she is certificated by the deadline specified in the posting. ~~Additional vacancies occurring after May 15 and prior to June 16 will be published and distributed to the members along with their paychecks. Vacancies that occur after June 15 will be posted as follows: (1) by posting a notice of the vacancy on the Central Office main door and (2) by posting the notice of vacancy on the District website and District email.~~ All such postings will remain for at least five (5) working days. ~~Paychecks issued after June 15 will include a summary list of vacancies that have been posted together with information regarding vacancies that have been filled.~~

A member may request a transfer or reassignment in writing to the Superintendent or his/her designee by May 1 for the succeeding school year. Such requests will be considered ~~and acted upon prior to the posting of vacant positions for the coming school year. When an opening occurs in a requested area of transfer or reassignment, the member will be interviewed and notified of the results in writing~~. Every effort will be made to notify members of transfers or reassignments by June 15. Pursuant to Section 3319.01 of the Revised Code, the Superintendent or his/her designee shall determine when a vacancy exists, whether it shall be filled and shall have the sole authority to assign and transfer members.

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

## B. Definitions

1. Open Position

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

1. Vacant Position

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

3. Transfer

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

4. Reassignment

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

5. Part-Time Assignment

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

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

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

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

c. Resign.

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

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

## C. Assignment of Members to Posted Vacancies

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

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

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

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

c. The qualifications of all candidates.

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

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

## D. Transfers and Reassignments of Members

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

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

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

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

d. The seniority of the member(s).

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

* 1. The administration will notify the affected member of changes at the earliest possible date.
  2. The affected member may request a meeting with the principal, the Superintendent or his/her designee or both to discuss the reasons for the change. The member involved may request an Association representative to be present during such meetings.
  3. The affected member will be permitted to requisition, within the building budget and to the extent that funds are available, materials which are necessary to implement the instructional process of the new teaching position. Such requests will be given high priority.
  4. No member will be involuntarily transferred or reassigned into a position for which he or she does not hold a valid certification or license.

## E. Voluntary Transfers or Reassignments to Posted Vacancies

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

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

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

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

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

# ARTICLE XXV - SALARY

A. The base salary shall be as follows: ~~August 1, 2012 - $34,035; August 1, 2013 - $34,546.~~ Base salary shall be increased in ~~2012-2013~~ **2016-2017** by ~~1.5~~ **2.0**%; ~~2013-2014~~ **2017-2018** shall be increased by ~~1.5~~ **2.0**%**; 2018-2019 shall be increased by 2.0%**. Members will advance steps in ~~both~~ **each** school years, if eligible. ~~Each member will receive a $500 lump sum payment by the first pay date in December 2012 and December 2013.~~

**B. Salary Schedule Movement**

Changes made before October 15 of each year will advance the member to the appropriate column with retroactive pay to the beginning of that contractual year. Changes made by January 15 of any year will advance the member to the appropriate column with the new pay rate to take effect February 1 of that contractual year. Submissions for changes must be accomplished by a transcript or letter from a faculty member indicating successful completion of the coursework.

# SALARY INDEX

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **~~2012-2013 and 2013-2014~~ 2016 - 2019** | | | | | | |
| **Step** | **BA** | **BA+15** | **BA+30** | **MA** | **MA+15** | **MA+30** |
| **0** | 1.000 | 1.080 | 1.120 | 1.160 | 1.240 | 1.280 |
| **1** | 1.045 | 1.125 | 1.165 | 1.205 | 1.285 | 1.325 |
| **2** | 1.090 | 1.170 | 1.210 | 1.250 | 1.330 | 1.370 |
| **3** | 1.135 | 1.215 | 1.255 | 1.295 | 1.375 | 1.415 |
| **4** | 1.180 | 1.260 | 1.300 | 1.340 | 1.420 | 1.460 |
| **5** | 1.225 | 1.305 | 1.345 | 1.385 | 1.465 | 1.505 |
| **6** | 1.270 | 1.350 | 1.390 | 1.430 | 1.510 | 1.550 |
| **7** | 1.315 | 1.395 | 1.435 | 1.475 | 1.555 | 1.595 |
| **8** | 1.360 | 1.440 | 1.480 | 1.520 | 1.600 | 1.640 |
| **9** | 1.405 | 1.485 | 1.525 | 1.565 | 1.645 | 1.685 |
| **10** | 1.450 | 1.530 | 1.570 | 1.610 | 1.690 | 1.730 |
| **11** | 1.495 | 1.575 | 1.615 | 1.655 | 1.735 | 1.775 |
| **12** | 1.540 | 1.620 | 1.660 | 1.700 | 1.780 | 1.820 |
| **13** | 1.585 | 1.665 | 1.705 | 1.745 | 1.825 | 1.865 |
| **14** | 1.630 | 1.710 | 1.750 | 1.790 | 1.870 | 1.910 |
| **15** | 1.675 | 1.755 | 1.795 | 1.835 | 1.915 | 1.955 |
| **16** | 1.720 | 1.800 | 1.840 | 1.880 | 1.960 | 2.000 |
| **17** | 1.765 | 1.845 | 1.885 | 1.925 | 2.005 | 2.045 |
| **18** | 1.765 | 1.845 | 1.885 | 1.970 | 2.050 | 2.090 |
| **19** | 1.765 | 1.845 | 1.885 | 2.015 | 2.095 | 2.135 |
| **20** | 1.810 | 1.890 | 1.930 | 2.060 | 2.140 | 2.180 |
| **21** | 1.810 | 1.890 | 1.930 | 2.060 | 2.140 | 2.180 |
| **22** | 1.810 | 1.935 | 1.975 | 2.105 | 2.185 | 2.225 |
| **23** | 1.810 | 1.935 | 1.975 | 2.105 | 2.185 | 2.225 |
| **24** | 1.810 | 1.935 | 1.975 | 2.105 | 2.185 | 2.225 |
| **25** | 1.900 | 2.025 | 2.065 | 2.195 | 2.275 | 2.315 |
| **26** | 1.900 | 2.025 | 2.065 | 2.240 | 2.320 | 2.360 |

# A new column for MA+45 will be added in the 2017-2018 school year. The new index will be calculated by adding 0.04 to each Step in the MA+30 column.

# ARTICLE XXVI - SUPPLEMENTAL SALARY

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

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

C. Not later than May 1 of each year, the principal’s advisory committee in each building will submit recommendations to the Superintendent or his/her designee, as to those supplemental positions on the supplemental salary schedule to be filled for that building for the coming year. All supplemental positions to be filled or added will be posted as follows: (1) by posting a notice of the vacancy on the Central Office main door and (2) by posting the notice of the vacancy on the website and District email. All such postings will remain for at least five (5) working days. The decision to fill or not fill any supplemental position for any years is reserved to the Board.

SALARY SCHEDULE:

SUPPLEMENTAL CONTRACTS

BASE: BA-0 EFFECTIVE: August 1, 201~~2~~**6**

BASE: BA-0 EFFECTIVE: August 1, 201~~3~~**7**

**BASE: BA-0 EFFECTIVE: August 1, 2018**

# ARTICLE XXXII - CONTRACT MAINTENANCE

## A. Waiver of Negotiations

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

## B. No Strike Clause

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

## C. Severability

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

## D. Midterm Bargaining

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

## E. Duration of Negotiated Agreement

This Negotiated Agreementshall become effective 12:00:01 a.m., July 1, 20~~12~~**16** and shall continue in full force and effect until 11:59:59 p.m., June 30, 20~~14~~**19**, except for those individual items otherwise noted.

IN WITNESS WHEREOF, the authorized representatives’ signatures of the Big Walnut School District Board of Education and the Big Walnut Education Association/OEA/NEA, hereunto have caused this Negotiated Agreement to be executed on this \_\_\_\_\_\_\_\_\_\_ (day) of \_\_\_\_\_\_\_\_\_\_\_\_ (month), \_\_\_\_\_\_\_\_\_\_ (year).

BIG WALNUT EDUCATION ASSOCIATION BIG WALNUT BOARD OF EDUCATION

By:

# APPENDIX C

**BIG WALNUT LOCAL SCHOOL DISTRICT**

# SUPPLEMENTAL SALARY SCHEDULE

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **ATHLETICS** | | | | | | | |
| **GROUP NAME** | **YEAR 0** | **YEAR 1-2** | **YEAR 3-4** | **YEAR 5-6** | **YEAR 7-8** | **YEAR 9-10** | **YEAR 11+** |
| ATHLETIC GROUP 1  Head Basketball (B/G)  Head Football | 15% | 16% | 17% | 18% | 19% | 20% | 21% |
| ATHLETIC GROUP 2  Head Baseball  Head Soccer (B/G)  Head Softball  Head Track (B/G)  Head Volleyball  Head Wrestling  Assistant Varsity Basketball  Assistant Varsity Football  Head Cheerleader | 11% | 12% | 13% | 14% | 15% | 16% | 17% |
| ATHLETIC GROUP 3  Assistant Basketball  Assistant Football  Athletic Facilities Coordinator  Assistant Cheerleader  Head Tennis  Head Golf  Head Cross Country | 9% | 10% | 11% | 12% | 13% | 14% | 15% |
| ATHLETIC GROUP 4  Assistant Baseball  Assistant Cross Country  Assistant Golf  Assistant Soccer  Assistant Softball  Assistant Tennis  Assistant Track  Assistant Volleyball  Assistant Wrestling  Assistant Cheerleading (Fr.)  Assistant Girls Tennis (JV)  Assistant Baseball (Varsity)  Assistant Softball (Varsity)  Assistant Boys Tennis (JV) | 7% | 8% | 9% | 10% | 11% | 12% | 13% |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CO-CURRICULAR** | | | | | | | |
| **GROUP NAME** | **YEAR 0** | **YEAR 1-2** | **YEAR 3-4** | **YEAR 5-6** | **YEAR 7-8** | **YEAR 9-10** | **YEAR 11+** |
| CO-CURRICULAR GROUP 1 Band Director | 15% | 16% | 17% | 18% | 19% | 20% | 21% |
| CO-CURRICULAR GROUP 2  Assistant Band Director | 11% | 12% | 13% | 14% | 15% | 16% | 17% |
| CO-CURRICULAR GROUP 3  Yearbook (High School) Student Council High School | 9% | 10% | 11% | 12% | 13% | 14% | 15% |
| CO-CURRICULAR GROUP 4  Drama per Performance  (maximum of 3 per year)  Drill Team  Flag Corp  Building Tech Coordinator  Show Choir (High School)  Department Heads (High School)  Department Heads (Middle School) Junior Class Advisor | 7% | 8% | 9% | 10% | 11% | 12% | 13% |
| CO-CURRICULAR GROUP 5  In the Know  Senior Class Advisor  Stage Manager  Show Choir (Middle School)  Lead Teacher (Elementary)  Eagles’ First Flight | 4% | 5% | 6% | 7% | 8% | 9% | 10% |
| CO-CURRICULAR GROUP 6  Newspaper (High School)  National Honor Society  (High School)  Science Fair  Odyssey of the Mind  Student Council (Middle School)  Mock Trial (High School)  Musical Assistant (High School)  LPDC Chairperson  Race to the Top | 3% | 4% | 5% | 6% | 7% | 8% | 9% |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **CO-CURRICULAR (CONTINUED)** | | | | | | | |
| **GROUP NAME** | **YEAR 0** | **YEAR 1-2** | **YEAR 3-4** | **YEAR 5-6** | **YEAR 7-8** | **YEAR 9+** | **YEAR 11+** |
| CO-CURRICULAR GROUP 7  Newspaper (Middle School)  Sophomore Class  Freshman Class  Spanish Club  French Club  German Club  Student Council (Elementary)  Performing Art (Elementary/  Middle School/Intermediate)  Art Club (Middle School)  Power of the Pen  Math Counts  Odyssey of the Mind  Assistant Yearbook (Middle School)  Principal Advisory Representative  LPDC Member  **LEO Club** | 2% | 3% | 4% | 5% | 6% | 7% | 8% |

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