

MASTER AGREEMENT  
BETWEEN THE  
ZANE TRACE EDUCATION ASSOCIATION  
AND THE  
ZANE TRACE BOARD OF EDUCATION

July 1, 2008 – June 30, 2011

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**Article 1**  
**Recognition/Scope of Bargaining/Negotiations Procedure**

A. Recognition

The Zane Trace Board of Education (hereinafter referred to as the Board) recognizes the Zane Trace Education Association (hereinafter referred to as the Association) as the sole and exclusive representative for the bargaining unit. The bargaining unit is defined as all certificated staff under contract who teach four (4) or more hours per day during the academic year, but excluding all administrators, supervisors, substitutes and other employees in the district.

Right to Join or Not to Join - It is further realized that Certified Teachers have the right to join, participate in, and assist the Association, and the right to refrain from such, but membership shall not be a prerequisite for employment or continuation of employment of any employees.

B. Scope of Bargaining

This recognition constitutes an Agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment.

C. Negotiations Procedure

1. **Attaining Objectives** - Collective Bargaining requires mutual understanding and cooperation among the Board, the Superintendent, and the bargaining unit. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
2. **Negotiating Teams** - The Board, or designated representative(s) of the Board will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory agreements. Each party shall clothe its representative with power and authority to make proposals, consider proposals, and make counter-proposals in the course of discussions. All negotiations shall be conducted exclusively between said teams.
3. **Negotiating in Executive Sessions** - All negotiation sessions shall be in executive session, meaning: only members of the teams, consultants, and others as mutually agreed to between the teams shall be in the room in which the negotiating session is being held.
4. **Submission of Issues** - Upon the written request of either party no later than sixty (60) days prior to the contract expiration, a mutually accepted meeting date

shall be set not more than fifteen (15) days following such request, or some other mutually agreeable date. If neither party serves such written notice during the above-mentioned time period, then the contract between the parties shall be deemed to have been extended until June 30 of the year following the year of expiration. All issues proposed for discussion shall be submitted in writing by the Board and the Association at this first meeting. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all necessary subsequent meetings, shall be called at times mutually agreed by the parties. The initial session and all future sessions shall not adjourn or recess until a time, place and date have been established for the next negotiating session, unless impasse has been declared.

5. **Negotiations Meetings** - Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting good faith bargaining including a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Following the initial meetings, as described in Paragraph 4, above, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours unless otherwise agreed to, and shall be held at a time other than the regular school day.
6. **Caucus** - Upon request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.
7. **Exchange of Information** - Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.
8. **Progress Reports** - Each team shall be responsible for making periodic progress reports to the respective party it represents during negotiations. Progress reports to the media may be issued by either party.
9. **Reaching Agreement** - As tentative agreement is reached on each issue, it shall be so noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Association and the Board for approval. Following approval by the Association and by the Board, the Board shall, by resolution, adopt the agreement as its official policy. Both parties shall agree to abide by the terms of the agreement and to take the necessary action to advise their members of the terms of the agreement.

10. If, after forty-five (45) days prior to the expiration of the agreement, agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Mediation shall continue for fifteen (15) days following the first mediation session, or fifteen (15) days following the expiration of the agreement, whichever is later, except by mutual consent of the Board and Association. This is the final step in the negotiations procedure and is intended to supersede the statutory dispute resolution procedure.

## **Article 2 Board Rights**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Ohio and United States including, but without limiting the generality of the foregoing, the right:
- B. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- C. To determine the size and composition of the staff and to hire all employees; to direct the employees and determine their qualifications and the conditions for their continued employment or their termination and non-renewal; and to promote and transfer all such employees.
- D. To establish grades and courses of instruction, including special programs, and to provide for cultural, athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- E. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use and selection of teaching aids.
- F. To determine the use, number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. The Board shall determine all methods and means to carry on the operation of the schools, including automation, technological changes or contracting of services.
- H. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and

specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

- I. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulation and practices in furtherance therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and the laws of Ohio and of the United States.

### **Article 3 Rights of the Association**

- A. The Board shall supply the Association with the names and addresses of all new bargaining unit members within one (1) week after official Board action employing such teachers.
- B. The Association shall be provided bulletin board space in each building for the posting of notices and other materials relating to Association activities. The bulletin board space shall be identified with the name of the Association. The Association building representative has the responsibility of maintaining the bulletin board. Partial space shall be provided for Board usage material and all materials that are posted by the Association or the Board shall be identified properly. Nothing anonymous will be posted. The Board shall maintain the right to remove anything which is outside the scope of collective bargaining.
- C. Representatives of the Association shall be permitted to transact Association business on school property at reasonable times which do not interfere with assigned duties of the teacher or of the administration.
- D. The Association building representatives may use individual school office equipment such as typewriters, copying machines, duplicating equipment, calculating machines, and audiovisual equipment, provided such use is on school property and does not interfere with school use of equipment. Equipment must be returned in the same condition as when borrowed, taking into consideration normal wear of such equipment. The Association shall pay for all consumable supplies.
- E. The Association representative may use telephones as designated by the Principal to carry out Association business. Any fees or toll call charges shall be reimbursed to the Board by the Association. Calls made shall not interfere with duties assigned by the Board and/or Administration.

- F. Association meetings shall be considered exempt from any Board rental fee policy. Prior arrangement must be made with the building Principal and any janitorial or non-certified fee will be paid by the Association.
- G. The Association will be provided with, at no cost:
  - 1. Four copies of all Board agendas, minutes, and financial reports upon specific request to the Superintendent by the President of the Association. These reports will not reach the Association prior to reaching Board members.
  - 2. A place on the agenda of all regular Board meetings shall be provided in order that the Association may directly communicate with the Board.

## **Article 4 Grievance Procedure**

### A. Introduction

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby members can be insured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all members, and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

### B. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time equitable solutions to grievances, which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

### C. Definitions

- 1. A **grievance** is an alleged violation, misinterpretation or misapplication of the expressed provisions of the Master Agreement.
- 2. A **day** shall be a working school day.
- 3. The **aggrieved party** shall be defined as the member or group of members filing the grievance or the Association.

### D. General Provisions

- 1. A grievance shall be reduced to writing and include: (a) provisions of the

Agreement allegedly violated; (b) a description of what occurred and when it occurred; (c) relief sought; and (d) date of the initiating procedure.

2. Counsel of choice may be used by all or any party involved in the grievance procedure at all levels. If counsel for the member is an organizational counsel it shall be only official representatives of the recognized member organization.
3. Time limits given shall be considered as maximum, unless extended by mutual written agreement by the parties involved.
4. Failure of the aggrieved to proceed within the specified time limits to the initial level or any subsequent level shall mean that the grievance is waived and void.
5. Failure of the administration to respond in the time limit stated shall mean the grievance progresses to the next level.
6. A grievance shall be filed at the appropriate level, which is with the level of administration whose action prompted the grievance.
7. Nothing contained in this procedure can be construed as limiting the rights of a member from using other professional or legal rights in resolving a complaint or problem. However, if a member pursues any legal remedy other than with the State Employment Relations Board (SERB) exclusively, he shall automatically forfeit any remedies provided by the grievance procedure contained herein.
8. No reprisal shall be made against any party involved in use of the grievance procedure.
9. A grievance may be withdrawn at any level without prejudice or precedent.
10. While a grievance is in process, copies of the written grievance and all dispositions shall be forwarded in a timely fashion to the Association President.
11. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
12. Nothing contained in this procedure shall be construed as limiting the individual rights of a member, having a complaint or problem, to discuss the matter informally with the principal or Superintendent through normal channels of communication.
13. Release time with no loss of wages shall be provided for up to three (3) members of the aggrieved party to attend a grievance arbitration hearing, while school is in session, as provided for under Level IV of this procedure. This

procedure shall not be construed to limit the use of other applicable leave provisions of this Agreement, providing adequate staffing can be maintained.

#### E. Procedure

##### **Level I - Informal Step**

An alleged violation shall be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. If a grievance is filed with the Superintendent, the grievant(s) shall initiate an informal discussion of the grievance prior to filing the written grievance.

##### **Level II - Principal**

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator no later than ten (10) days after the day he becomes aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator no later than five (5) days after the day the grievance is filed.

Either the aggrieved or the Administrator may have present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

No later than five (5) days after the day of the meeting, the Administrator shall provide an answer to the grievance.

##### **Level III - Superintendent**

If the aggrieved is not satisfied with the answer received in Level II, he/she may within five (5) days after the day of receipt of such written answer, submit the written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be held no later than five (5) days after the day of request.

The meeting shall be conducted in a manner as stated in Level II. No later than five (5) days after the day of the meeting, the Superintendent shall provide the aggrieved with a written answer to the grievance.

##### **Level IV - Arbitration**

If the aggrieved is not satisfied with the suggestion for resolution received in Level III, and with the written approval of the Association President or his/her designee, he/she may within five (5) days after the day of receipt of such written answer, make written notice to the Board that the grievance be submitted to arbitration.

The arbitrator shall be selected by the Association and the Superintendent, or their representatives.

If the Association and the Superintendent, or their representatives cannot agree on an arbitrator, within ten (10) days after the date the notice for arbitration has been submitted, the arbitrator shall be selected from the American Arbitration Association, according to its voluntary rules and regulations.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated.

Cost of the arbitrator shall be shared equally by the aggrieved and the Board.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of the written provisions of this Agreement or imply obligations and conditions advisory upon the parties from this Agreement except as set forth herein.

The ruling of the arbitrator shall be made in writing to the aggrieved, the Association, and the Superintendent, and shall be binding on all the parties to the limit of the grievance as stated.

## **Article 5 Leaves of Absence**

### 5.01 Sick Leave

#### A. Annual Accumulation

Teachers shall be granted sick leave on the following basis: 1 1/4 days for each completed month of service or 15 days for each completed year of service. Each teacher employed by the Board who is in his/her first year of teaching shall be entitled to an advancement of five days sick leave upon employment by the Board. This sick leave shall be charged against the sick leave he/she subsequently accumulates under this article.

#### B. Manner of Calculation

Any sick leave earned and unused in prior employment, with another school district or any other agency of the state, upon presentation of a certified copy stating the number of sick leave days earned and unused from such employers, shall be transferred to the teacher's account at the time of employment in the manner prescribed by law.

C. Accumulation

The maximum number of sick leave days accumulated shall be unlimited.

D. Approval of Use of Sick Leave Days

Teachers, upon approval of the responsible administrative officer of the school district, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and absence due to illness, injury or death in the teachers' "immediate family". "Immediate family" for purpose of this article shall be defined as: spouse, children, father, mother, brother, sister, grandparents, in-laws, step relatives with the above title, and family members residing in the teacher's home. The Superintendent at his/her discretion may allow the use of sick leave for other persons who have assumed a similar relationship to a family member herein listed.

E. Statement of days of Sick Leave

Each teacher shall annually receive by the August paycheck a statement giving the number of sick leave days he/she has accumulated.

F. The Board shall require a teacher to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required the teacher's statement shall list the name and address of the attending physicians, and the date(s) on which the physician was consulted. When a teacher uses sick leave for a period of two (2) weeks or more due to the illness or injury of an immediate family member, as defined in subsection D above, the teacher shall submit upon request a signed physician's statement explaining the reason for the requested leave.

G. Falsification of a statement or misuse of sick leave may be grounds for suspension and termination in addition to the loss of wages for those days in which the sick leave provisions are misused.

H. Attendance Incentive

1. Bargaining unit members who have used zero (0) days of sick leave for an entire nine (9) week grading period shall receive a perfect attendance bonus of \$138 for each nine week period in which they use no sick leave; \$113 for each nine week period in which they use one (1) or fewer sick leave days; \$88 for each nine week period in which they use two (2) or fewer days of sick leave; \$63 for each nine week period in which they use three (3) or fewer days of sick leave.

2. Any bargaining unit member using a deduct day during any nine week period shall be ineligible to receive an attendance incentive for that nine week period.
3. For the purpose of this section, a year shall be defined as the school year from July 1 to June 30. Payment of the full amount of the attendance incentive bonus for the entire year shall be included in the first paycheck in June.
4. If a bargaining unit member dies all earned incentive will go to the estate of the bargaining unit member.

I. Sick Leave Transfer

1. A bargaining unit member may initiate a one-time transfer per year of sick leave to a named specific unit member who has exhausted or shortly will exhaust his/her accrued sick leave. A member may receive a transfer no more than twenty (20) days in any one school year. Bargaining unit members wishing to assist may transfer no more than two (2) days in any school year. Sick leave can only be transferred for the serious illness or accident of a member or illness of a spouse or dependent children.
2. The sick leave transfer must be approved by the Board after a written request from the Association. The request must detail the reasons for the transfer. The sick leave transfer is irrevocable and shall cause the contributing member to have his/her sick leave reduced accordingly. The contributing bargaining unit member must fill in the approved form and return it to the Treasurer's Office.
3. Transfer does not affect the incentives of the bargaining unit members making donations.

5.02 Personal Leave

- A. Effective July 1 of every year, each teacher shall have available up to:

Personal: 3 days of leave for personal reasons and

- B. Reimbursement for Unused Days

Teachers may cash in unused personal leave days on May 31 of each year, or may have the option of rolling one (1) unused personal leave day over for use in the next school year (accumulation of roll-over days shall never exceed

one (1) for use in any subsequent school year). Payment will be made the first pay period after the end of the school year at the following rate:

Substitute Pay per personal leave day.

\* Forms will be distributed to each teacher and payment made after compilations are completed.

#### C. Restrictions on Use of Leaves

Personal leave cannot be taken:

- a. During the first or last week school is in session.
- b. On Parent/Teacher Conference days.
- c. No more than 3 per K-4, 3 per grades 5-8, and 3 per grades 9-12 can be absent on the same day due to personal leave being taken.
- d. For the seeking or participation in gainful employment.

#### D. Applying for Leaves

For personal leave:

1. **Non-Emergency** requests shall be submitted in writing to the Superintendent no less than three (3) workdays prior to taking such leave.
2. **Emergency** requests shall be directed to the building principal for immediate disposition. The written form must be completed and filed within three (3) workdays after the absence.

### 5.03 Court Leave

- A. Court leave shall be granted to any teacher who is required to be absent from his/her teaching assignment as a result of employment related duties regarding the teacher's attendance at law enforcement agencies and/or in a court of law providing it is not in connection with outside employment or personal business. Such leave shall also be granted for jury duty or subpoenaed appearance so long as such subpoenaed appearance is not related to personal business. Court leave/jury duty leave shall not be deducted from a teacher's sick leave or personal leave accumulations, and will not affect attendance incentives.
- B. Each teacher shall file with the Board Treasurer a Certificate of Jury Service as well as compensation received.

- C. Certificate of Jury Service and compensation need not be filed until tour of jury service is completed.

#### 5.04 Child Care Leave

##### A. Leave Rights

Any teacher with Zane Trace School District who is expecting a child shall be granted a leave of absence without pay upon application providing the teacher gives at least thirty (30) calendar days notice in writing to the Superintendent. Teachers who are adopting a pre-school child are also eligible for such leave and shall give the Superintendent thirty (30) calendar days notice, whenever possible. Such leave shall be no longer than one academic school year.

##### B. Application for Leave

Application for child care shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody, the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such return date should be as early as possible.

##### C. Reinstatement Rights

Upon return from approved child care leave that the time set forth in the application for leave, the teacher shall be entitled to reinstatement to the same position, if it exists, or similar position consistent with training.

#### 5.05 Association Leave

- A. The Superintendent shall grant a cumulative total of up to eight (8) days leave with pay per school year to members of the Association, selected by the Association, to attend Association activities which are not related to or are not in connection with any strike preparation or support, organizing of public employees or are activities of a partisan political nature.
- B. This leave shall be granted upon written request from the Association President. This leave must be submitted at least five (5) days in advance, except in emergency where 24 hours notice must be given, to the office of the Superintendent and shall include the name(s) of the Association's representative(s), date(s) for which leave is requested, and the activity for which the leave shall be used.

- C. Upon the express written approval of the Superintendent, additional Association Leave days may be granted.

#### 5.06 Professional Leave

- A. The Board shall budget 1 day per teacher per building (K-4, 5-8, 9-12 are considered buildings in this Article) for Professional Leave. The leave will be administered by the Building Principal and committee of teachers selected by the Association. Criteria for this leave will be developed by the committee in each school and approved by the Superintendent before the plan can be implemented. No expenses other than salary will be covered by this leave unless prior approval is granted by the Superintendent.
- B. If a building (K-4, 5-8, 9-12 are considered buildings in this Article) uses its allotment of professional leave days during the school year and the committee still has requests for additional days, each committee along with the building principal may request up to five (5) additional days per building from the Superintendent. The Superintendent at his/her discretion may grant up to five (5) days to the committee for it to distribute under its established criteria.
- C. Professional leave shall be defined as a leave taken to enrich instructional skills in the area specific to a teacher's certification.

#### 5.07 Unpaid Leave

- A. Upon the written request of a teacher, the Board shall grant a leave of absence for a period of not more than one (1) year, for educational, professional, or other purposes. Other purposes for use of unpaid leave shall be determined at the discretion of the Superintendent, who shall base his/her decision on educational and professional benefits to the school district and to the employee requesting such leave. The beginning and termination of such leave shall be scheduled at either the beginning or end of a semester. Such leave may be renewed upon request of the teacher.
- B. The Board shall grant unpaid leave to any teacher whose illness or other disability is the reason for such request.
- C. Upon return from leave, a member of the instructional staff shall be given an assignment consistent with his/her area of certification, if same position does not exist.
- D. Employees on unpaid leave will be required to fill out a form specifying their expected date of return. This form will be mailed by the Board Treasurer to

the employee on leave when approximately seventy-five percent (75%) of the approved leave has expired.

#### 5.08 Sabbatical Leave

- A. The Board hereby provides sabbatical leave to the provisions herein stated and in keeping with provisions of the Ohio Revised Code 3319.131.
- B. A member of the bargaining unit upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits for up to one (1) school year. The only grounds for refusal of a sabbatical shall be the unavailability of a properly certified substitute after reasonable efforts by the Board to obtain such substitute or the filing of an insufficient plan of professional improvement. Denial of such request shall be accompanied by written reasons.
- C. Such leave shall be according to the following provisions:
  - (1) A member of the bargaining unit shall have five (5) years educational experience in the District.
  - (2) A plan of professional improvement during the period the sabbatical leave is requested shall be filed with the Superintendent.
  - (3) The part salary shall be the difference between the employee's regular salary and the cost of a teacher replacement. If an employee fails to return to the District after sabbatical leave or does not remain in the District for at least one (1) year after returning from sabbatical leave, then the employee shall repay to the Board the entire amount of the salary received by the employee during the sabbatical leave.
  - (4) No more than 5% of the bargaining unit shall be granted sabbatical at one time.
  - (5) Additional sabbaticals shall be made available to members of the bargaining unit after completion of five (5) additional years teaching experience in the District. No bargaining unit member shall be granted additional sabbaticals if there are other bargaining unit members who have filed a request for such leave but have not yet been granted the leave.
  - (6) Members of the instructional staff returning from sabbatical shall be returned to the same assignment, if it exists, or equivalent position held prior to such leave.

(7) A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

D. A joint committee, consisting of two (2) members appointed by the Association and two (2) members appointed by the Board, will be established as soon as possible after ratification of this Agreement to develop appropriate guidelines for ruling upon applications for sabbatical leaves. These guidelines will be followed by the Superintendent in making his/her recommendations to the Board.

#### 5.09 Family and Medical Leave

The Board and the Zane Trace Education Association agree to abide by the provisions of the federal Family and Medical Leave Act.

#### 5.10 Assault Leave

A. An employee who suffers a physical injury that is caused by an assault while performing job duties required by the Board may be granted assault leave for up to twenty-five (25) days per school year provided the employee is not eligible for worker's compensation or disability retirement.

B. The employee must furnish a signed statement on prescribed forms to receive assault leave. Falsification of said statement is grounds for suspension and termination of employment. A statement from a licensed physician must also be provided stating the nature of the injury and the estimated length of time the employee is unable to work. The Board may require a second medical examination by a physician of its choice.

C. Use of assault leave shall not result in loss of pay and shall not be deducted from sick leave or personal leave.

D. The assaulted employee will notify the building principal and cooperate with any investigation.

#### 5.11 Military Leave

A teacher who is a member of the Ohio National Guard, the Ohio naval militia, the Ohio military reserve, or any of the reserve components of the armed forces of the United States is entitled to a paid leave of absence for up to one (1) month for each calendar year in which they are performing service in the uniformed services.

Whenever a teacher is called to active duty for a period in excess of one (1) month in any one (1) calendar year because of an executive order issued by the

President or because of an act of Congress, the board of education will pay such teacher each month the difference between his/her military pay and his/her teaching salary.

When a teacher returns from active duty, he/she is entitled to reinstatement to the same or similar teaching position with the district that he/she vacated for active military service so long as such teacher received any type of discharge from active service other than dishonorable. Teachers seeking reinstatement must apply with the board of education within ninety (90) days after discharge. If the application for reinstatement is made at least thirty (30) days before the beginning of the next semester, the teacher will be reinstated for that semester. If the application for reinstatement is made less than thirty (30) days before the next semester, the teacher will be reinstated until the following semester. The right to reinstatement is limited to five (5) years from date of discharge from active service.

For purposes of seniority and placement on the district's salary schedule, years of absence in the active service of the armed forces are to be counted as though teaching service had been performed during such time.

Sick leave shall not accumulate during the period of unpaid military leave.

A teacher who returns from active duty may not be discharged from employment with the district without cause for a period of one (1) year from the date of reinstatement of service with the district.

#### 5.12 Bereavement Leave

Bargaining unit members will be given up to three (3) days of bereavement leave for the death of an immediate family member as defined in Article 5.

Bereavement leave shall not be deducted from the bargaining unit member's sick leave balance, and shall not affect an employee's eligibility for incentive pay.

## **Article 6 Employment Provisions**

#### 6.01 Work Year

A. All certificated employees shall be expected to report for duty on all days designated as either student days or teacher days on the current school calendar as adopted by the Board of Education. If a day with students in attendance is cancelled for weather conditions or similar circumstances, teachers whose assigned building(s) has been closed shall not be required to be in attendance for such day.

B. Employees with extended service shall observe the regular school calendar plus the extended service as determined by the Board of Education.

C. The school year shall be 184 days, such days to be designated as follows:

- 180 days with pupils in attendance
- 1.0 district/building meeting days prior to student attendance
- .5 uninterrupted work day prior to student attendance
- 1.0 professional development day
- 1.0 teacher record day (at semester)
- .5 staff report day

184 Total School Calendar Days

1/2 Day Sessions will be from 8:10 a.m. to 11:45 a.m.

There will be a two hour early dismissal of students at the end of each nine week grading period for RPAS grading. No meetings shall be scheduled during these teacher work sessions for RPAS grading.

D. COTA Day shall be scheduled in the school calendar. Such day shall be a non-pay, non-contract day, where students and teachers are not in attendance.

E. The Association shall be provided the opportunity of input into the school calendar prior to its adoption by the Board.

## 6.02 Length of Day

The school day for teachers shall be 7 1/4 hours, including a duty free uninterrupted lunch time of at least thirty (30) minutes. Within each building, and/or the district the administration may adjust the actual beginning and ending times for buildings and/or for teachers within the buildings. In no cases shall a teacher be required to be present longer than 7 1/4 hours, except as may be provided under the contract herein.

## 6.03 Extra Duties

A. Extra duties during school day for teachers:

Every teacher is expected to perform certain duties in addition to his/her schedule of classes during the school day for teachers. These duties shall be assumed by all teachers, including teachers who carry on extra duties for extra pay, and will be distributed and rotated among them as equitably as possible.

B. Extra duties beyond the school day for teachers:

Extra duties, excluding those for which supplemental contracts are issued, that are scheduled beyond the school day for teachers shall be staffed on a voluntary basis first. However, if after asking for volunteers there are still insufficient numbers, the principal shall assign duties. Assignments will be rotated as equitably as possible throughout the school year.

6.04 Meetings

A. System Wide Meetings

1. A maximum of three (3) meetings requiring the system-wide faculty shall be held during the school year. The meetings shall be held only when the items to be discussed are relevant to the faculty as a whole.
2. The meetings shall be called at least two (2) school days in advance and a written agenda for such meetings shall be posted on faculty bulletin boards and given to Association Building Representatives at least one (1) day prior to each meeting. The meeting shall not be strictly limited to the items on the agenda. The system-wide meeting scheduled at the beginning of the school year shall be exempt from these provisions.
3. None of the foregoing restrictions apply in case of emergency. Any meeting of the system-wide faculty called to discuss an emergency situation shall be limited solely to a discussion of the emergency and shall not constitute one of the three (3) faculty meetings which may be held during the school year.

B. Building Meetings

1. All teachers within the particular building shall attend building faculty meetings called by the respective building principals. A teacher will not be required to attend the meeting if excused by the building principal who called the meeting.
2. The meeting shall not be held more than once every month, and shall conclude within thirty (30) minutes. A meeting shall be called at least two (2) days in advance and a written agenda for the meeting shall be posted on faculty bulletin boards and given to the Association Building Representative at least one (1) day prior to the meeting. The meeting shall not be limited strictly to the items on the agenda. Meetings shall not extend the work day for bargaining unit members for so long as the common planning schedule for grades K-12 remains in place.

3. None of the foregoing restrictions on building meetings apply in case of emergency. Any building meeting called to discuss an emergency situation shall be limited solely to a discussion of the emergency.

#### 6.05 Supplemental, Teaching, Vacancies, Transfer and Assignments

A. **Definition of Vacancy:** A vacancy is defined as the creation of a new supplemental or teaching position through Board action or a decision of the Board to fill a supplemental or teaching position which may have resulted from Board/Administrative action concerning transfer, retirement, death, resignation, termination, nonrenewal, etc. The Board retains the sole right to determine staff size.

B. Posting Vacancies:

1. **School Year:** During the year, all vacancies will be posted in each workroom of each school building for a minimum of five (5) full school days. No position will be filled until the vacancy has been posted for at least five (5) full school days.
2. **Summer:** Vacancies which are determined to exist during the summer vacation period will be posted in the principal's office for a minimum of five (5) full administrative working days. During the first day of posting, a copy of the vacancy shall be hand delivered or mailed to each bargaining unit member's last known home address.
3. **Waiver of Posting Requirement:** During the period of July 15 through September 15, any vacancy resulting from an unexpected resignation, retirement, death, or similar circumstance shall not have to be posted. However, during this time period the Administration shall make a reasonable attempt to notify by phone or in person any unit member who has placed on file his/her desire to transfer to any vacancy which occurs during this time period.

C. Content of Vacancy Notice

Each notice of vacancy shall include the general qualifications of the job becoming vacant.

D. Applying for Vacancies

Application for vacancies (including teachers who want to transfer to vacancies) must be in writing and will be accepted from within and/or outside the school district. Teachers must indicate the specific vacancy in which they desire to transfer.

E. Criteria for Filling Vacancies: Transfer candidates and new candidates for vacancies shall be chosen on the basis of experience, performance and potential for leadership as established by the following criteria:

1. Individual qualifications
2. Instructional requirement
3. Staff availability and experience
4. Special criteria established by the administration to achieve staff balance or better staff utilization. Such special criteria, if any, shall have been published and posted with the vacancy notice or shall not be applicable herein.
5. Where the foregoing factors are substantially equal, the preference in assignment or transfer shall be given to the applicant with the greatest number of years service in the school system.

F. Assignments:

1. The building administrator will notify each teacher, in writing, before July 15 of any change in his or her individual grade level or subject area assignment for the following school year.
2. Prior to July 15, an involuntary transfer or reassignment can be made provided the teacher is afforded an opportunity to have a conference with the principal who has the vacancy.
3. After July 15, a teacher may be reassigned or transferred only with the teacher's consent.

## 6.06 Evaluation

A. Philosophy

Board policy stipulates that one of the responsibilities of the Zane Trace Schools is the creation of a favorable climate in which all staff members may perform their duties and meet their responsibilities to children. The school system uses a Staff Evaluation Program that provides for the evaluation of teachers by the principal.

One of the main functions of the observation/evaluation process is to provide opportunities for principals to make classroom and non-classroom observations of individual teacher's behaviors. Said observations must relate to instructional techniques, teacher-pupil-parent rapport, and community relations. Provision for follow-up evaluation reports will be made to those teachers. We function under the assumption that even the best teachers have a desire to overcome identified weaknesses so that they can become

even more effective in performing classroom and non-classroom responsibilities.

## B. Objectives

Some of the specific objectives of the Principal's Evaluation of Teacher Performance are the following:

1. Improve communications between administration and staff.
2. Help teachers regain a better understanding of the scope of their professional responsibilities and provide suggestions for improvements in areas indicated.
3. Help teachers continue their growth and employment status in the system when short-comings are noted by the teacher and/or principal.
4. Provide an opportunity for the staff members to have their teaching performance assessed in relation to the Zane Trace Schools' Philosophy of Education.
5. Help the administrator gain an insight into the professional performance of the teachers.

## C. Definitions

1. **Classroom Observations:** A classroom observation is one in which the following conditions occur:
  - a. The principal is actually present in the room.
  - b. Lesson plans and/or worksheets are made available to the principal.
  - c. The principal will remain in the room until a given phase of the lesson/presentation has been completed.
  - d. Classroom observations shall be at least thirty (30) minutes long.
2. **Non-Classroom Observations:** Principal observations occurring outside the classroom shall also be discussed by the teacher and principal upon request by either party. Such observations may fall within any or all of the four (4) major roles identified on the teacher performance form.
3. **Recycle:** On the final evaluation, a teacher who has been evaluated as less than effective may be expected to take part in the Staff Evaluation the following year.

#### D. Staff Evaluation

1. Teachers in their first year of employment and teachers eligible for contract renewal will be evaluated a minimum of two times in that year by their principal utilizing the forms designated in the schedule of report forms. Teachers on a continuing contract will be evaluated once in every five (5) year period after issuance of the continuing contract if the principal perceives the need. Other teachers may be evaluated if the principal perceives the need to do so.

In addition, observations of all first year teachers in the Zane Trace Schools shall be summarized and reported to the Superintendent on the form entitled Principal's Observation/Visitation Report.

2. The first evaluation, including two observations, will be completed by January 15. The second evaluation, including two observations, will be completed by April 1. Additional observations may be requested by the teacher. In such situations the principal shall make every attempt to meet those requests. The principal may make additional observations and/or reports when there is a perceived need by the principal. The principal may utilize the form entitled Principal's Evaluation of Teacher Performance to record observations as well as to evaluate the teacher's performance in selected or all teacher's role.
3. Conferences shall be held by the principal to:
  - a. Discuss the observations.
  - b. Discuss the evaluation of teacher performance.
  - c. Discuss the alternatives for correcting all areas marked "Needs Improvement" or "Unsatisfactory" and comment on noted areas of strength.
4. Prior to concluding the conference(s) the principal and the teacher shall sign the form to indicate a conference was held. Teacher remarks may be written and attached to the evaluation form within three working days.
5. Disposition of Principal's Observation and Evaluation Reports. Copies of the forms shall be distributed to these people:
  - a. The teachers evaluated.
  - b. The Principal.

c. The Superintendent.

6. The Evaluation Report shall include specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

E. Performance Criteria

1. Professional Competencies

a. **Plan lessons well**

Provide well-defined, easily understood lesson plans when the classroom is under the teacher's supervision or with a substitute.

b. **Recognizes and provides for individual differences of pupils by using various teaching techniques and materials**

Determines the curriculum needs through the teacher's evaluation, cumulative records, standardized tests, parent conferences, and use of support personnel.

Adapts materials, methods and activities according to the student's needs and appropriate for the current level of competence of the student.

c. **Helps pupils obtain socially acceptable behavior**

Uses disciplinary approaches that are constructive, builds desirable classroom standards and encourages self-discipline. Is firm, consistent and fair in holding the students to the classroom standards.

d. **Establishes long-range and short-range goals**

Evidences planning and organization that follow the scope and sequence of the instructional program as set forth in the Board adopted curriculum while using adopted materials, supplementary books, tests, etc.

Is flexible in taking advantage of spontaneous learning opportunities.

e. **Keeps accurate records and is punctual and correct with reports**

Maintains up-to-date, accurate and legible records of pupils, finances and reports.

Assigns grades in a systematic manner consistent with school policy.

f. **Displays knowledge of subject matter and teaching techniques**

Shows knowledge of subject matter is adequate for the level assigned.

Reflects teacher's knowledge of current information and thinking.  
Continues to up-date teaching techniques.

2. Instructional Management

a. **Organizes teaching station in a functional manner**

Provides a teaching station that is conducive to learning and appropriate to the maturity and interests of the students.

b. **Establishes and maintains reasonable classroom control**

Controls behavior in the classroom by dealing directly with disciplinary problems, showing consistency and fairness, and by encouraging the students to exercise self-discipline.

c. **Maintains good communication with the parents**

Works to establish open communication with the parents concerning both the academic and behavioral progress of the students.

d. **Provides discipline in situations outside the classroom setting**

Enforces the student conduct code when becoming aware of disruptive behavior on the school grounds, in the building or at school sponsored activities.

e. **Adheres to Board policies, contractual agreements, and Board approved curriculum**

3. Professional Attitudes and Characteristics

a. **Develops good rapport with pupils**

Develops an atmosphere of mutual respect and cooperation as evidenced by pupil-teacher interactions which are relaxed, good-natured and courteous.

b. **Works cooperatively with other staff members**

Has knowledge of the total needs of the school environment and displays a favorable attitude toward other aspects of the school program.

Accepts the necessity for scheduling students in special areas such as guidance, learning disabilities, speech, music, and so forth.

c. **Promotes a positive self-concept in pupils**

Helps students feel that their presence and participation is desirable and of value by using techniques of both verbal and non-verbal positive reinforcement.

d. **Accepts personal responsibility for compliance with rules and regulations**

Is aware of the conditions of employment and has become familiar with expectations of the assignment.

e. **Supports school activities**

Encourages and displays a supportive attitude to school sponsored programs and recognizes the importance they play in the life of the student, staff and the community.

f. **Promotes a professional relationship with parents and the community**

Interprets the school program and policies to the community when the occasion arises.

4. Personal Attitudes and Characteristics

a. **Is neat, well-groomed while dressing appropriately for the assignment**

Recognizes that individual differences in appearance are acceptable in the school setting.

b. **Is dependable, punctual, and uses time wisely**

Arrives at school on time. Meets classes and assignments as scheduled on a regular basis.

Budget time in a manner that will provide for the best educational climate.

c. **Maintains good voice control, diction, and delivery**

Presents verbally a model that reflects acceptable use of grammar in an easily understood manner.

Enhances the learning situation by voice and diction.

d. **Is enthusiastic about teaching and is able to instill enthusiasm in pupils**

Provides a program which causes students to want to become involved due to the teacher's own positive attitude toward the expected outcome.

e. **Maintains emotional stability**

Shows sound emotional adjustment and is calm and mature in actions and reactions.

f. This procedure shall be the sole procedure applicable to the evaluation of bargaining unit members and the provisions of O.R.C. 3319.111 shall not apply.

6.07 Termination of Contract by Board and Nonrenewal of Contract

A. The term "teacher" refers to all personnel covered by this agreement.

B. Non-renewal of a limited contract for those bargaining unit members with twenty-four months under contract as a regular teacher in the Zane Trace Local School District.

1. The principal of each school is responsible for submitting to the Superintendent of schools and the teacher, not later than the first working day of January, a written report concerning any teachers who are

experiencing negative teaching performance to the extent that if the situation were to continue uncorrected, non-renewal would be in order. Non-renewal of a teacher's regular limited contract shall be due to a teacher's failure to meet acceptable standards of performance as determined by the Formal Evaluation Procedure of the Zane Trace District, Article 6.07.

The report shall include a statement of what has been done to help the teacher and copies of all evaluations performed pursuant to the formal Evaluation Procedure, Article 6.07. A copy of the report shall be given to the teacher.

2. Not later than March 15, the principal shall:
    - a. Make a second written report to include a statement of any further efforts to help the teacher.
    - b. If the principal becomes convinced that the teacher should be non-renewed, he must submit the report and recommendations for non-renewal to the Superintendent, with a copy being given to the teacher.
    - c. If the Superintendent is considering a recommendation for nonrenewal he/she shall: notify the teacher in writing stating reasons for non-renewal by no later than the 31st of March.
  3. If the Board decides to non-renew a teacher's contract it shall:
    - a. Notify the teacher in writing and grant a hearing within ten (10) days; or a mutually acceptable number of days, of notification of non-renewal with the principal, a teacher and Association Representative of the teacher's choosing.
    - b. Legal counsel for both the Board and the Association shall be permitted to be present for the purpose of procedural advice.
  4. This procedure shall be the sole procedure applicable to the nonrenewal of a limited teaching contract for bargaining unit members and the provisions of ORC 3319.11 shall not apply.
- C. Termination of bargaining unit members' contracts shall be in accordance with ORC 3319.16.

## 6.08 Reduction in Force

- A. When by reason of decreased enrollment of pupils, return to work by regular teachers after leave of absence, or by reason of suspension of schools or territorial changes affecting the district or due to the loss, reduction or inadequacy of funds for current operation, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction pursuant to Section 3319.17 of the Ohio Revised Code. Prior to such reduction, the Board shall notify the teaching staff of its intent to make such reduction no less than thirty days prior to such reduction.
- B. The Board shall:
1. issue a contract of a type and length mandated if a suspension were not to occur; and following this issuance, the Board shall
  2. suspend the contract of the affected teacher.
- C. Procedures for reduction shall be as follows:
1. A seniority list shall be established for each teaching field.
  2. A teaching field shall be defined as those grade levels/academic subjects which may be taught within a type of certificate issued by the Department of Education.
  3. All teachers on continuing contracts have seniority over those teachers on limited contracts.
  4. Seniority will be defined as the length of continuous service from the current date of employment in the Zane Trace School District. Seniority will have continued to accrue during all paid leaves of absence. If two or more teachers have the same length of continuous service, seniority will be determined by: (a) the date of the Board meeting at which the teacher was hired and then by; (b) the date the teacher signed the initial contract in the district, and then by; (c) lot or flip of a coin.
  5. Except as provided in subsection 6 below, the teacher who is the most junior employee in each teaching field affected by such reduction shall be suspended, provided that teachers employed under limited contracts shall be suspended prior to teachers employed under continuing contracts.
  6. A teacher to be suspended pursuant to this policy who has certification in another academic area otherwise not affected by such reduction, may displace the least senior teacher in such area provided:

The suspended teacher has seniority and has taught in the academic area no less than two semesters within the last five years or has received no less than five quarter hours or three semester hours of college credit within the past two years relating directly to the academic area to be taught. Notice of intent to displace must be made within ten calendar days of receipt by the teacher of notice that his/her contract will be suspended. The ten calendar days includes the date of notice.

7. Teachers whose contracts are suspended shall be notified in writing and granted the following:
  - a. The right to review his/her seniority and certification records and challenge any relevant inaccuracy;
  - b. Notice of any vacancy or newly created position for which the teacher is certified;
  - c. Reinstatement to fill any vacancies which may occur or new positions which may be created within the next succeeding two years following suspension for which the teacher is certified. Such reinstatement shall be granted to the most senior teacher so certified; who responds in accord with Section d, provided that teachers employed under continuing contracts shall be recalled prior to teachers employed under limited contracts.
  - d. Notice of an available position will be sent to each bargaining unit member certified for the position by certified mail. It is the teacher's responsibility to keep the Board informed of his/her current address. Each teacher is required to respond by certified mail to the District office as to whether or not the position will be accepted. The most senior of those responding will be given the vacant position. Any teacher who fails to respond or who declines to accept the position within ten (10) calendar days notice sent from the Board will forfeit all recall rights.
  - e. Group insurance programs provided to the members of the bargaining unit shall be available to teachers so suspended upon payment by such teacher to the Treasurer of the Board the total premium costs of such coverage.
8. Teachers who have been placed on the reduction in force (RIF) list have the obligation of notifying the Board if suitable employment is found elsewhere.

9. Any teacher on the RIF list who voluntarily resigns from the district forfeits all reinstatement rights.
10. All teachers on the RIF list are obligated to keep the Board informed of current address and phone numbers.

#### 6.09 Faculty Workroom

A. Faculty Workroom will be provided at each school building. The following equipment and supplies will be furnished, and will be maintained and kept in good repair:

1. Phone
2. Bulletin Board
3. Tables
4. Chairs in sufficient number to seat 75% of the building staff
5. Sink, where plumbing is available
6. Refrigerator
7. Computer and printer

Effective the first day of the 2006-2007 school year, a Faculty Workroom/lounge will be provided at each school building

- B. Separate restroom facilities for men and women staff shall be provided. Such restrooms shall not be student restrooms. These rooms shall be kept in good repair and shall be well ventilated. By the second year of this contract one (1) additional staff restroom shall be added to the third floor.
- C. The above workroom, equipment and supplies shall be shared equally with the School Support Personnel bargaining unit.

#### 6.10 Personnel File

A. Any teacher in the bargaining unit shall have the opportunity upon request during regular office hours, to review his/her personnel file. No document shall be removed from the file without the express written consent of the custodian of the file. Said custodian may require that such review be in the presence of such custodian or his/her designee. Copies of any document may be secured from the teacher's personnel file upon payment of a fee by the teacher to cover the actual expense of such copy. If the employee disputes the currency, relevance, timeliness or completeness of information on him/her maintained in said file, he/she may request in writing that such disputed material be removed from the file. Such request shall specifically identify the material objected to and the basis for the dispute. If such request

is denied, the teacher shall be permitted to attach a rebuttal statement to any information in his/her file.

- B. The Superintendent shall remove any information which is inaccurate. Anonymous letters, unless identified, shall not be placed in the teacher's personnel file. A teacher will be notified in writing and given a copy of any document added to or removed from his/her file within three (3) business days. The accuracy of documents, the addition of documents, and the removal of documents shall be subject to the grievance procedure.
- C. Only members, employees, and/or agents of the Board of Education acting exclusively within their official duties or in the exercise of their duties and responsibilities as employees or agents of the Board of Education, and any other person authorized by law shall have access to such personnel files. Employees shall be informed whenever any person, except those listed in this section acting within their official duties, requests to view their personnel file.

Within one working school day the bargaining unit member will be given the name of any individual viewing his/her file. Within two working days the bargaining unit member will be given copies of any documents the viewing individual may have copied from his/her file.

- D. Filing of records with the Treasurer:

All teachers shall keep on file with the Treasurer.

1. All valid certificates held by the teacher.
  2. An official, up-to-date transcript of credits.
  3. A certification of the total number of years of public school experience.
  4. All beginning teachers shall file Form A with the State Teachers' Retirement System before a paycheck may be issued.
  5. Contract status with previous employer shall be provided.
- E. All personal information maintained by the school district which relates to teachers shall be kept in accordance with Ohio Revised Code 1347. There shall be only one (1) personnel file for each bargaining unit member.

#### 6.11 Faculty Activity Passes

- A. Each certificated employee shall be given 2 free admissions to all extra-curricular activities held at any school building within the Zane Trace Local School District during the school year. One shall be for the employee, and the other shall be for one other person designated by the employee. The pass for the employee shall be one color and the pass for the guest shall be another color. Certificated retirees of the Zane Trace Local School District

shall be eligible to receive lifetime passes upon the effective date of his/her retirement provided the retiree notifies the Treasurer's Office in writing no later than thirty (30) days from the retiree's effective date of retirement that he/she would like these passes. Upon receipt of such notification, the Treasurer shall include the lifetime passes in the retiree's final paycheck from the district.

- B. During the first week of any school year, Activity Cards pursuant to Section A above shall be issued to each teacher. Such cards shall state the name of the certificated employee or "Guest of [employee name]."
- C. Entrance to all activities pursuant to this section shall be free upon presentation of the card.
- D. Activity cards are good for two (2) admissions only for use by the employee and one other person accompanying the employee.

#### 6.12 Aides/Monitors

- A. The hiring of additional aides will remain the sole responsibility of the Board.
- B. The Administration shall annually consider the teachers' noninstructional duty times in connection with a review of monitor staffing needs.

#### 6.13 Complaints Against Teachers

- A. Complaints against teachers should be resolved informally through personal conferences at the school level. Informal contact between the teacher, pupil, parent, principal and other appropriate staff personnel shall be used before using the formal procedures outlined below.
- B. If such conferences do not lead to an understanding and resolution of the problems involved:
  - 1. A parent may pursue further action by submitting a written complaint against a teacher to the principal of the school.
  - 2. The teacher may request in writing to the principal that such a written complaint must be filed or the matter shall be considered closed at the informal level.
  - 3. The principal shall give a copy of the written complaint to the parent and to the teacher.

- C. While it is recognized that open communication between the Board, administration and the public is in the best interests of the school district, complaints against teachers shall first be referred to the building principal prior to reaching the Superintendent and then the Board.
- D. Teachers shall be notified of any complaint, oral or written, lodged against them as soon as possible after the complaint is lodged. If written, a copy will be provided to the bargaining unit member.
- E. Complaints against any bargaining unit member who is a supplemental contract holder will be subject to this section of the contract.

#### 6.14 Discipline of Professional Staff

- A. Employees will be notified in writing of the specific allegations and of any meeting where a reprimand may be issued. The employee has the right to bring an Association representative to this meeting and to present evidence in his/her defense. The meeting will be held within five (5) school days or earlier if necessary.
- B. Employees will not be reprimanded in the presence of any other employee, students, or parents of students or any non-certified employee.
- C. Disciplinary action will be documented in writing and placed in the employee's personnel file, with a copy given to the teacher. The teacher shall have the right to attach documents in his/her defense.
- D. The aforementioned meetings to discuss employee reprimand will not exclude the employee from using the grievance procedure to settle any disagreements.
- E. In all cases involving the discipline of an employee the Board shall follow the principle of progressive discipline, including oral warning, written reprimand, suspension with or without pay, and termination, unless the Superintendent determines that special circumstances exist to warrant a deviation from these steps.
- F. In the event that it becomes necessary to suspend an employee, there shall be a hearing scheduled prior to the action. The employee shall have at least forty-eight (48) hours notice of such hearing. This hearing shall involve the employee, a representative on behalf of the employee, the employee's immediate supervisor, and the Superintendent. The employee shall be presented with the specific allegations and be given the opportunity to present evidence in his/her own defense. The Superintendent shall have the authority to suspend employees.

#### 6.15 Individual Supplemental Contract

- A. The Board and the Association agree all teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:
1. Name of said teacher or non-teacher.
  2. Name of the school district and Board of Education for which responsibilities shall be performed.
  3. Number of years contract is to be in force.
  4. Statement of additional responsibility and compensation to be provided, if compensation is to be paid.
  5. Dates within which compensation is being provided for said responsibility.
  6. Provision for signature and date of signing by a teacher.
- B. If the Board intends to non-renew a supplemental contract, written notice delivered by certified mail, regular U.S. mail with a proof of mail notice, or personal service must be given to the teacher no later than the first Board meeting in May, but no later than May 10<sup>th</sup> of each year of this contract, certifying that the Board has met and passed the motion of non-renewal.

#### 6.16 Individual Regular Contract

The Board and the Association agree that all teachers employed by the Board shall be issued written contracts in accordance with Ohio Revised Code. Such contracts shall include the following:

1. Name of teacher.
2. Name of the school district and the Board of Education employing said teacher.
3. Type of contract, limited or continuing. If limited, the number of years the contract is to be in effect.
4. Assignment in area of certification.
5. Annual compensation to be paid for the first year of the contract.

6. Basis of determining compensation (i.e., Classroom teacher B.A. Degree-5 years Experience).
7. Number of pay days and dates of such days.
8. The school calendar in days and inclusive dates (i.e., 182 days - August 24, 1989 - May 25, 1990).
9. Teacher agreement that he/she shall abide by board adopted policies at time of employment. Two copies of Board policy will be available for sign-out in the Board office.
10. Provisions that rules and regulations of the Board governing professional staff shall be provided at the time the contract is offered.
11. Provision for signature and date of signature of the teacher being contracted.
12. Provision which states the following:

The teacher agrees to teach and perform other educational duties during the school day as provided for in the master agreement. All conditions of this contract are pending valid certification and presentation of proper credentials.

#### 6.17 Contract Length and Status

- A. Limited Contracts ranging from one year in length to five years in length will be awarded in the following sequence:
  1. First Zane Trace Contract - One (1) year.
  2. Second Zane Trace Contract - One (1) year.
  3. Third Zane Trace Contract - Two (2) years.
  4. Fourth Zane Trace Contract - Three (3) years.
  5. Fifth Zane Trace Contract - Five (5) years.
- B. Supplemental Contracts shall be for a duration of up to one (1) year.
- C. Continuing Contracts
  1. When a teacher becomes eligible according to Ohio Revised Code during the life of a limited contract for continuing contract, he/she shall notify the Superintendent in writing. Upon receipt of such written notification, the

Superintendent shall meet with the teacher to check the records and to review Ohio Revised Code to determine the teacher's eligibility for the continuing contract. The Superintendent will then make a determination as to whether the teacher's current employment performance meets acceptable standards. If the teacher's performance meets or exceeds standards, the Superintendent shall recommend and the Board shall enter into a continuing contract with the teacher at its next regular Board meeting regardless of the teacher's current limited contract status.

If the teacher does not meet acceptable standards, consideration for a continuing contract will be made at the conclusion of the teacher's limited contract.

2. A teacher who has received a professional certificate and who is teaching under an expiring limited contract shall be eligible for a continuing contract as provided under Ohio law.
3. State law will be followed by teachers who have had tenure elsewhere.

#### 6.18 Room Access

All teachers will be provided with a key to the room to which they are assigned.

All teachers who want to work in district facilities and/or buildings at times other than the regular school hours or days, and who need access to a key or keys to do so, may request and shall be issued the use of such key(s) from the principal of each building. Such key(s) shall provide access to work rooms, restrooms, copying facilities, and interior/exterior access. All persons holding supplemental contract positions shall be issued a key to the building and the room in which they perform their duties.

Keys will be issued to bargaining unit members at the beginning of each school year(s) and will be collected at the end of each year. During the period of any strike or other work stoppage, bargaining unit members will turn in keys. Teachers using keys under this section shall sign upon receipt of such key(s).

A teacher who needs a key for a limited time shall be issued a key or keys prior to the date needed, and shall return such key(s) to the building principal on the school day next following the date of use of said keys.

In order to maintain security of the buildings, keys are the property of the Board and shall not be duplicated. An individual's access privileges may be revoked for loss, misuse, or unauthorized duplication of keys. Teachers shall not allow students or other non-school personnel to use room or building keys. Any

teacher who loses a key will pay for the cost to rekey all locks in which their key works.

Any worn out or broken key shall be replaced by the Board at no cost to the teacher.

#### 6.19 Non Smoking Policy

There shall be no use of tobacco by any person within any facility in the Zane Trace Local School District or on any Board-owned vehicle.

"Use of Tobacco" shall mean all uses of tobacco including a cigar, cigarette, pipe, snuff, or any other matter or substances that contain tobacco.

"Person" shall include all employees of the district, whether on regular contract or casually employed.

"Facility" shall mean any structure or area physically present within school district boundaries, with the exception of personally owned automobiles/vehicles of employees.

#### 6.20 Special Education

No bargaining unit member will be evaluated on the basis of standardized or diagnostic test scores of special education students.

No bargaining unit member shall be required to perform hygiene care for students enrolled in the district.

#### 6.21 Administration of Medication to Students

No bargaining unit member shall be required to perform any medical procedure or administer any medicine to any student enrolled in the district.

#### 6.22 Costs of Licensure/Certification and Background Checks

The Board will charge bargaining unit members only the actual cost to the Board of obtaining background checks that are required by law.

## **Article 7 Payroll**

### 7.01 Payroll Deductions

- A. Upon request, the Treasurer shall make payroll deductions in the following areas, divided as equally as possible in twenty-six (26) deductions;
1. Insurance programs.
  2. Tax sheltered annuities (5 participant minimum for each new annuity).
  3. Savings Bonds.
  4. Banks, Savings and Loans, or any other banking institution (5 participant minimum).

The minimum established herein shall apply to all employees covered by the bargaining units affiliated with the ZTSSPA and the ZTEA. Enrollment and/or alteration of deductions for tax sheltered annuities shall be accomplished between September 1 and September 30, and between January 1 and January 30. No addition or alteration may be made in deductions for tax sheltered annuities except during such time periods, except that if there is a retroactive pay settlement, a teacher shall be permitted to make changes in tax sheltered annuities within thirty (30) days of the time of Board ratification of such retroactive pay settlement.

Bargaining unit members currently enrolled in programs of tax sheltered annuities and/or credit unions shall be permitted to retain those programs.

- B. The Board agrees to deduct membership dues of the Association, its unified affiliates and other affiliated organizations in the manner prescribed below:
1. The Association will inform each of its members and prospective members of the voluntary nature of their authorization for deduction(s) including the prescribed procedure for utilizing said authorization and the provisions and procedures for revoking an authorization.
  2. The Association agrees to distribute and collect prescribed authorization forms from members of the bargaining unit. The Association agrees to provide the prescribed authorization forms to the teachers.
  3. The Association President or Treasurer shall submit all new signed authorization forms to the Treasurer of the Board during a period from September 1 to October 15 each year. The Board's Treasurer shall deduct dues in equal installments, beginning with the first or second pay period in October, and ending with the last pay period in June, excluding the thirteenth paycheck of the year. Upon termination of employment,

retirement, or leaving the bargaining unit, the remainder of the Association dues shall be deducted from the employee's final paycheck. Written authorization for payroll deduction of dues shall be continuous from school year to school year. A teacher may revoke such authorization by giving written notice to the Treasurers of both the Board and the Association during September 1 through September 30.

4. Within fourteen (14) calendar days following completion of each payroll deduction, the Board's Treasurer shall make an appropriate payroll deposit to the ZTEA account at the credit union/bank and send verification of deposit to the Association Treasurer.
5. By October 15 of each year, the Association will notify the Board's Treasurer as to the total amount to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer. The amount to be deducted may not be changed more frequently than once each twelve (12) months.
6. The Association will indemnify the Board and its Treasurer against liability for all deductions made in accordance with these provisions provided the Board's

Treasurer has received and is in possession of a duly signed authorization form.

C. There shall be no charge for any deductions specified herein.

D. Fair Share Fee

#### Right to Fair Share Fee

This provision will be applied to every bargaining unit member and all rehired retirees will be fair share.

#### 1. Payroll Deduction of Fair Share Fee

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Zane Trace Education Association, a fair share fee for the Union's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

2. Notification of the Amount of the Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Union, shall be transmitted by the Union to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Union.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payors

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

- i) sixty days employment in a bargaining unit position or
- ii) January 15<sup>th</sup>

b. Upon Termination of Membership During the Membership Year

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

c. Transmittal of Deductions

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

d. Procedure for Rebate

The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the

representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

e. Entitlement to Rebate

Upon timely demand, non-members may apply to the Union for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Union.

7.02 Methods of Salary Payment

A. The Treasurer shall pay all teachers every other Friday. Pay is to be divided in twenty-six (26) payments as equally as possible. In the event a payday falls on a weekend or holiday, the Treasurer shall pay on the last working day prior to the regularly scheduled payday.

B. During summer months, bargaining unit members shall receive, at their option, their paychecks through one of the following three methods:

1. Mail
2. Direct Deposit
3. Pick up checks at the Treasurer's office/designated site only between 9:00 A.M. - 10:00 A.M. on payday. Employees who fail to pick up their checks during this time period will have their checks mailed to them.

Twice a year the Board shall provide information to the employees as to how they can arrange for direct deposit of their paychecks and the advantages to the employee for the direct deposit of their checks.

**Article 8  
Extra-curricular Salary Schedule/Extended Service**

8.01 Extra-curricular Salary Schedule

<i><b>Activity</b></i>	<i><b>Percent of Base</b></i>	<i><b>Date to be Paid</b></i>
County Fair	2%	November
Cross Country	8%	November
Head Football Coach	14%	November
Asst. Football	9%	November
Jr. High Football	6%	November
HS Football Cheerleading	5%	November
MS Football Cheerleading	4%	November

Golf HS	8%	November
Golf MS	4%	November
Soccer	12%	November
Reserve Soccer	6%	November
Jr. High Soccer - Boys	5%	November
Jr. High Soccer – Girls	5%	November
Head Volleyball	12%	November
Reserve Volleyball	6%	November
Jr. High Volleyball	5%	November
Head Bowling	4%	February
Head Basketball Coach	14%	February
Asst. Basketball	9%	February
Jr. High Basketball	6%	February
HS Basketball Cheerleading	5%	February
MS Basketball Cheerleading	4%	February
HS Wrestling Coach	12%	February
Jr. High Wrestling Coach	5%	February
Conditioning/Weight Training	10%	June
Head Baseball	12%	June
Reserve Baseball	6%	June
Assistant Baseball	6.5%	June
Head Softball	12%	June
Reserve Softball	6%	June
Assistant Softball	6.5%	June
Head Track	12%	June
Assistant Boys Track	4%	June
Assistant Girls Track	4%	June
Jr. High Track	5%	June
Choral Coordinator	5%	June
Drama	6%	June
FBLA	5%	June
Flag/Majorette Advisor	4%	June
Honor Society	3%	June
Newspaper Advisor	4%	June
Power of the Pen - 7 <sup>th</sup> Grade	4%	June
Power of the Pen - 8 <sup>th</sup> Grade	4%	June
Science Fair (5 <sup>th</sup> & 6 <sup>th</sup> grade)	2%	June
Science Fair (High & Jr. High)	5%	June
Senior Class Advisor	3%	June
Junior Class Advisor	5%	June
Student Council	5%	June
Quiz Team HS	6%	June
Quiz Bowl MS	4%	June

Yearbook	8%	June
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\*\* Employees with 0-1 years experience (0,1) will get above percentage.  
 Employees with 2-5 years experience (2, 3, 4, 5) will get ½% more.  
 Employees with 6+ years experience (6 or more) will get 1% more.

\*\*\* New employees must show documentation of years of experience.

B. To receive payment for extra-curricular contracts the following information must be completed: activity budget; ways and means; sales project potential: ticket inventory; pay-in; and collection of receipts. Athletic positions must also complete an end of season report, budget requests, equipment inventory and uniform inventory.

Once the information is completed and is turned into the Building Principal or Athletic Director, payment will be processed with the next payroll period.

C. At the beginning of each school year there will be a mandatory in-service for all teachers with extra-curricular contracts.

#### 8.02 Extended Service

A. The following positions shall carry with them the following number of extended service days per contract year:

Librarian	20 days
Jr. High Guidance	12 days
High School Guidance	36 days
Elementary Guidance	6 days

Music/Band	40 days
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B. Days shall be scheduled jointly by the teacher and building principal.

C. The rate of pay shall be calculated by multiplying the teacher's daily rate of pay times the number of days assigned.

D. Supplemental contracts shall be issued for Extended Service Positions.

E. Teachers who choose to come into the building prior to the start of the school year for room preparation shall be paid \$100.00 for one day of room preparation. If only a portion of the day is worked, the amount will be prorated.

## **Article 9 Salary**

### **A. Salary Schedules**

1. Effective 2008-2009 the base salary shall be increased by 3% on the index in effect for June 30, 2008.
2. Effective 2009-2010 the base salary shall be increased by 3% on the index.
3. Effective 2010-2011 the base salary shall be increased by 2.75% on the index.
4. Any teacher who obtains National Board Certification shall receive an annual five hundred dollar (\$500.00) salary stipend for obtaining this certification, so long as the teacher is actually teaching in the teaching field in which the National Board Certification is obtained, and certification is maintained.
5. Any teacher who obtains Master Teacher status pursuant to state mandates/guidelines shall receive an annual \$250 salary stipend for obtaining this status.
6. No teacher shall receive an annual stipend greater than \$500 for National Board Certification and/or Master Teacher status. Verification of certification/status must be received by November 1 of each year.

See Appendix A for schedules.

The teacher's "per diem" rate shall be the teacher's annual salary divided by 184 workdays.

### **B. Salary Placement**

1. One hundred twenty (120) days under contract shall constitute one year's experience on the salary schedule.
2. The classification of teachers for the purpose of salary schedule placement shall be as follows:
  - a. BA – shall be teachers with a Bachelor's Degree.
  - b. BA+150 – shall be teachers with a Bachelor's Degree with at least 150 semester hours or equivalent (5 years of educational training). These

semester hours can be as a result of requirements to obtain a Bachelor's Degree or earned after obtaining a Bachelor's Degree. Such semester hours must relate to the teacher's Individual Professional Development Plan or area of certification or as approved by the Superintendent.

- c. MA – shall be teachers with a Master's Degree.
- d. MA+5 – shall be 5 semester hours completed after awarded Master's Degree.
- e. MA+10 – shall be 10 semester hours completed after awarded Master's Degree.
- f. MA+15 – shall be 15 semester hours completed after awarded Master's Degree.

All coursework and semester hours shall be taken at a nationally accredited college or university that is recognized by the Ohio State Board of Education.

No bargaining unit member hired prior to the ratification of this contract shall lose any benefit or credit due to the column heading definitions listed above.

- 3. If a teacher earns additional semester hours during the school year which will qualify him/her for a higher place on the salary schedule, the teacher shall notify the Superintendent and/or Treasurer, and the Educational Service Center. Notification shall consist of submitting a copy of the Transcript that shows additional credits earned. The teacher shall notify the Superintendent and/or Treasurer, and the Educational Service Center by September 15<sup>th</sup> for a salary adjustment for the 1<sup>st</sup> semester and by February 15<sup>th</sup> for the same for the 2<sup>nd</sup> semester.
- 4. The salary schedule shall be based upon the training and experience of teachers. Full experience credit shall be given for teaching experience, in accordance with Zane Trace Local Salary Schedule, only if the experience is in state supported public school systems or private and church supported schools that are certified by a state department of education. Credit for teaching experience abroad (overseas) will not be granted unless it is an extension of or sanctioned by a state department of education. Military service credit shall be applied as outlined in Ohio State law.

## **Article 10 Fringe Benefits**

### **10.01 Severance Pay**

- A. Severance pay shall be granted in the amount to be determined by multiplying the daily rate of the employee's pay at retirement by the total number of accumulated but unused sick days divided by one-third. Any

employee who has 180 or more days of accumulated and unused sick leave shall receive 60 days of severance pay. Any bargaining unit member who has accumulated more than one hundred eighty (180) days of unused sick leave at the time of resignation and retirement from employment in the Zane Trace Local School District will receive Fifty Dollars (\$50.00) for each day of accumulated sick days in excess of one hundred eighty (180) as additional severance pay for any bargaining unit member retiring by June 30, 2007.

Any bargaining unit member retiring on or after July 1, 2007 who has accumulated more than one hundred eighty (180) days of unused sick leave at the time of resignation and retirement from employment in the Zane Trace Local School District will receive fifty dollars (\$50.00) for each day of accumulated sick days in excess of one hundred eighty (180) up to one hundred fifty days (150) as additional severance pay.

- B. The amount to be paid an employee will be the computed daily rate of the employee at the time of retirement times the number of days of severance pay due the employee.
- C. By receiving payment of this unused sick leave, an employee would forfeit all accrued and unused sick leave at the time of retirement. Should the employee elect to give up retirement and return to full-time employment, the employee would be credited with zero days of accrued sick leave. Substitute work would not be affected.
- D. Such payment shall be made only once to any employee. Teachers shall receive payment after providing proof of service retirement from the appropriate retirement system.
- E. An employee must actually retire from either the Teachers' or School Employees' Retirement System immediately upon resignation from employment before being eligible for severance pay benefits.
- F. Written notice of eligibility for severance pay shall be given to each employee deemed eligible under Board of Education Policy. Said employee shall, within 120 days after receipt of such notice, elect either a transfer of the unused sick leave or a severance payment. Failure of the employee to apply for either option within that time will cause the Board of Education to make such severance payment.
- G. Incentive for Early Notice of Retirement

Teachers who give written notice of intended retirement on or before March 1 of the year in which they intend to retire will be paid \$1000 in their last paycheck. The written notice will state the effective date of retirement.

If a bargaining unit member dies while on staff and has at least ten (10) years of Ohio service in STRS, his/her estate shall inherit his/her severance. No incentive or buyouts will apply, unless already applied for by the bargaining unit member's own hand.

#### 10.02 Substitute Pay for Regular Teachers

- A. The Board recognizes that upon occasion a certified staff member may be required to waive his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher. A certificated staff member may also be required to take charge of a group of students in addition to his/her regular assignment in lieu of a substitute teacher or monitor. Periods during which elementary teachers are not assigned to classes due to regularly scheduled music, art, physical education, and library, will be considered as conference periods for purposes of this article.
- B. Such service shall be required by the principal or his assistant, after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.
- C. Teachers who substitute during their conference period for teachers who are absent will be paid \$20.00 per period. Periods during which teachers are not assigned to classes due to regularly scheduled music, art, physical education, and library will be considered as conference periods for purposes of this item. This rate will apply to any bargaining unit member who monitors a class during mandatory testing during his/her planning period.
- D. It shall be the responsibility of the certificated staff to report such service for payment on the proper form to the building principal by the Thursday one week prior to pay day so that payment may be made in the next pay check.
- E. A regular teacher supervising a student teacher shall not be required to assume the duties of substitution for an absent teacher.

#### 10.03 Life Insurance

The Board will pay for a group term life insurance policy up to the amount of \$25,000 covering its full-time employees. \$10,000 term life insurance will be paid for those working up to a period of four (4) hours per day over a 180 day school year.

#### 10.04 Dental Insurance

The Board shall purchase, through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications of the plan in place on December 31, 1987, listed below, for each member of the bargaining unit, now or hereinafter employed, and his/her eligible dependents. The Board's contribution toward the purchase of such insurance shall be 100% of the premiums.

#### Base Plan Benefits

<u>Covered Expense</u>	<u>Ind. Deductible (per calendar year)</u>	<u>Family Deductible (per calendar year)</u>	<u>Coinsurance Amount</u>
Class I	None	None	100%
Class II	\$25.00	\$50.00	80%
Class III	\$25.00	\$50.00	50%
Class IV	None	None	50%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

CALENDAR YEAR MAXIMUM (for all Class I, II, & III expenses) \$1,500 per person.

ORTHODONTIC LIFETIME MAXIMUM (for all Class IV expenses) \$1,000 per person.

#### Summary of Coverage \$25.00 Calendar Year Deductible

Class I  
(Preventive & Diagnostic)

Class II  
(Basic Restorative)

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Routine Oral Exams once every 6 months  
Teeth Cleaning once every 6 months  
Fluoride Treatments once every 12 months  
Treatment of Gum  
Space Maintainers  
Diagnostic X-Rays  
Tests and Lab Exams

Fillings  
Amalgams, Silicate, Acrylic  
Root Canal  
Therapy  
Initial Disease  
Repair of Bridge Work and  
Dentures, Extractions  
and Oral Surgery  
General Anesthesia, only if

	medically necessary
<u>100%</u>	<u>80%</u>
Class III (Major Restorative)	Class IV (Orthodontic)
Inlays, Onlays, Gold Fillings Crown restorations Retention Installation of Appliances Not Partial or Full Removable Dentures Initial Installation of Fixed Bridgework Replacement of Existing Bridgework or Dentures	Full Banded Orthodontic Treatment Appliances for Tooth Guidance Appliances to control harmful habits Treatments in connection with full banded treatment
<u>50%</u>	<u>50%</u>
Calendar Year Maximum	\$1,500 per Person
Lifetime Maximum	\$1,000 per Person

#### 10.05 Hospital/Surgical/Major Medical Insurance

- A. The Board shall purchase, through a carrier licensed by the State of Ohio, hospital/surgical insurance coverage which meets or exceeds the specifications below for each member of the bargaining unit, now or herein after employed, and his/her eligible dependents. Eighty percent (80%) of the family premium and one hundred percent (100%) of the single premium of such insurance shall be paid by the Board. Employees hired on or after July 1, 2001 who elect single coverage will pay 10% of the single coverage premium.

Employees may change their enrollment in family or single coverage from August 15 to September 15 and from February 15 to March 15. Exceptions may be made by the Superintendent in case of emergency (e.g. status change).

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Deductible (calendar year) Single Family	None None	\$200 \$400
Co-Insurance Out-of-Pocket Maximum (calendar year) Single	\$0.00	\$400 (20% of the first \$2,000 in covered charges)
Maximum Out-of-Pocket (calendar year) Deductible & Coinsurance Single Family	\$0.00 \$0.00	\$600 \$1,200
Prescription Drugs (Retail Pharmacy)	\$10 per generic RX/\$15 per brand RX for a 31 day supply (Includes Oral Contraceptives)	50% after deductible
Prescription Drugs (Mail Order)	\$10 per generic RX/\$15 per brand RX for a 90 day supply (Includes Oral Contraceptives)	Not a Benefit
Well Baby Care & Immunization to 12 months of age	\$10 copay	80% after deductible
Well Baby Care age 1 to 9	\$10 copay	80% after deductible
Labor Room	100%	80% after deductible
Delivery Room	100%	80% after deductible
Newborn Care	100%	80% after deductible
Newborn Hospital	100%	80% after deductible
Routine Adult Physical - Age 9+	\$10 copay	80% after deductible
Outpatient Office Visits (with diagnosis)	\$10 copay	80% after deductible
Cataract Vision Exam	\$10 copay	80% after deductible
Allergy injections with office visit	\$10 copay	80% after deductible
Routine Pap Smear	\$10 copay	80% after deductible
Screening Mammography (explain limits)	100%	80% after deductible
Diagnostic Mammography	100%	80% after deductible
Chiropractor X-rays	Covered under out-of-network	80% after deductible
Chiropractic Office Visits	Covered under out-of-network	80% after deductible; Limit of 30 visits per year
Physical Therapy Occupational Therapy	100%; 60 visits combined in and out-of-network, thereafter if Medically Necessary	80% after deductible
Supplemental Accident Benefit	Emergency Medical Care covered with \$50 copay (waived if admitted)	Emergency Medical Care covered with \$50 copay (waived if admitted)

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Urgent Care	\$10 copay	80% after deductible
Emergency Room	Emergency Medical Care covered with \$50 copay (waived if admitted)	Emergency Medical Care covered with \$50 copay (waived if admitted)
Ambulance (Medically Necessary)	100%	100%
Durable Medical Equipment	100%	80% after deductible
Oral Surgery (In-Patient Hospital)	100%	Must establish medical necessity; 80% after deductible
Jaw Surgery (Medically Necessary)	100%	80% after deductible
Accidental Dental Traumas	100%	80% after deductible
TMJ Services	100%; \$1,000 lifetime maximum benefit (in and out)	80% after deductible; \$1,000 lifetime maximum benefit (in and out)
Inpatient Hospital Semi-Private Room	100%	80% after deductible
Inpatient Therapy	100%	80% after deductible
Physician Consultation Inpatient	100%	80% after deductible
Psychiatric & Substance Abuse Outpatient	\$10 copay per visit 50 visits per calendar year (combined)	80% after deductible; limited to 50 visits per calendar year (combined with in-network) Co-insurance does not contribute toward stop loss coverage
Psychiatric and Substance Abuse Inpatient Hospital (semi-private room)	100%; 60 day maximum per calendar year (combined)	80% after deductible; 60 day maximum per calendar year
Hospital Doctor Visits	100%	80% after deductible
Anesthesia	100%	80% after deductible
Emergency Surgery	100%	80% after deductible
Inpatient Surgery (Medically Necessary)	100%	80% after deductible
Intensive Care Unit	100%	80% after deductible
Cardiac Care Unit	100%	80% after deductible
Special Care Unit	100%	80% after deductible
Operating Room	100%	80% after deductible
Recovery Room	100%	80% after deductible
In-Hospital Path. & Lab.	100%	80% after deductible
Radiology	100%	80% after deductible
IV Solution and Supplies	100%	80% after deductible
Pre-Admission Testing	100%	80% after deductible
Diagnostic Testing & Laboratory (ex. x-ray, cat scan, MRI)	100%	80% after deductible

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Home Health Care	100% 120 day maximum (in and out-of-network)	80% after deductible 120 day maximum (in and out-of-network)
Prostate Specific Antigen Test	100%	80% after deductible
Skilled Nursing Facility Care	100%	80% after deductible
Hospice (Terminally Ill)	100%	80% after deductible
Assistant Surgery	100%	80% after deductible
Personal Care Items	Not Covered	Not Covered
Human Organ Transplant (Tissue and Organ Combined)	100%	80% after deductible
Elective Abortions	100%	80% after deductible
Artificial Limbs/Eyes (Initial/Replacement)	100%; initial and replacement	80% after deductible; initial and replacement
Dialysis	100%	80% after deductible
Chemotherapy/Radiation- Outpatient	100%	80% after deductible
Second Opinion for Elective Surgery	100%	80% after deductible
Sterilization	100%	80% after deductible
Reversal of Sterilization	Not Covered	Not Covered
Infertility Treatment	100%/Diagnostic Only; Excludes artificial insemination and in-vitro fertilization	80% after deductible/Diagnostic Only; Excludes artificial insemination and in-vitro fertilization
Lifetime Maximum Benefit	Unlimited	\$1,000,000
Dependent Age Limit	19; 25 if full time student	19; 25 if full time student
Pre-existing Condition Waiting Period (New Hires)	None	None
Pre-existing Condition Waiting Period (Late Enrollees)	None, late enrollees only as allowed by HIPPA or at annual Open Enrollment	None, late enrollees only as allowed by HIPPA or at annual Open Enrollment
Health Care Management/ Pre-certification Requirements	Handled by network doctor	Yes, \$200 penalty if not pre-certified

## B. Insurance Waiver Incentive

- Teachers may choose to waive all medical coverage provided herein by giving written notice of such waiver to the Treasurer by August 1 of each school year. Teachers must waive coverage for 12 consecutive months to become eligible for the waiver payment. Teachers who waive single coverage will be paid \$1,400, and teachers who waive family coverage will be paid \$2,500 for each year they waive the coverage. Payment shall be made in the first paycheck that follows the succeeding July 1 of each year in which they waive coverage. Once a teacher waives coverage, he/she cannot seek to reenter the Board's insurance plan for a period of one (1) calendar year. Upon proof of loss of other coverage within one (1) calendar year after waiving coverage, teachers who previously waived coverage from the Board may apply to reenter the Board's insurance plan during that calendar year. Reentry is subject to carrier guidelines. Teachers who are hired after August 1 of any school year are not eligible

to receive the insurance waiver incentive herein until after September 1 of the school year following the school year in which they are hired.

2. Where two (2) bargaining unit members are husband and wife, they shall have the option of electing either one (1) family or two (2) single plans. If they elect a family plan, they shall have the option of applying the Board's contribution for two (2) single plans to the cost of one family plan.
3. This waiver shall be treated as part of the District's qualified cafeteria plan subject to Section 125 of the Internal Revenue Code and shall be subject to all its requirements.

#### 10.06 Vision Insurance

The Board shall provide, through a carrier licensed by the State of Ohio, Vision Plus Insurance to be available at the bargaining unit member's option - family or single at the employee's cost.

#### 10.07 Academic Stipend

- A. The Board agrees to provide a total of \$35,000 per year of this contract (2008-2009, 2009-2010, 2010-2011) to be used by teachers to supplement the cost of graduate credit course work in the areas of teaching or school administration and CEU credit earned on non-work time. Distribution of funds shall be limited to the percentage of the total fund compared to the total tuition requests for each contract year per each request, with no reimbursement being more than 100% paid.
- B. Courses shall be in a field related to the teacher's field of teaching or a field in which he/she would like to be certified. All courses must be taken at state accredited institutions as defined in Article 9 herein, page 45, and must be approved in advance by the LPDC.
- C. A teacher must successfully complete the course work with a grade of "B" or better or a "Pass". In the case of a pass/fail option, the teacher must take the course for a letter grade.
- D. Payment will be made to the teacher in September of each year by the Treasurer of the Board after the Treasurer receives the official transcript from the academic institution. No payment will be made to teachers who do not return to the employ of the district in the succeeding school year. Any teacher with approved courses who is suspended due to RIF effective the succeeding school year shall receive such approved payment.

E. Unexpended funds up to a maximum of \$7,500 shall be carried over into the next payment period.

F. These funds shall be for bargaining unit members only.

#### 10.08 Discretionary Funds

A. Each teacher is entitled to spend up to one hundred dollars (\$100) for their classroom at their own discretion.

B. To be reimbursed, teachers have to save receipts and turn them into their building principal.

C. Receipts may only be turned in from September 1 through September 15 or from March 1 through March 15. Receipts can only be turned in once during the school year.

#### 10.09 IRS Section 125 Plan

The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) a flexible spending account for the payment of unit members' insurance premium contributions on a pre-tax basis, and other contributions agreed to by the Board and the Association.

### **Article 11 Hiring Retired Teachers**

#### 11.01 Employment of Retired teachers

##### A. Salary

Retired teachers employed by the Board shall be placed on the teacher's salary schedule at BA Step 0 and shall not advance further on said salary schedule during the period of any employment with the district.

B. Retired teachers rehired by the Board will receive one (1) year contracts that will automatically expire without Board non-renewal action. Said teachers will be reemployed with one year contracts if they receive written notification by May 1.

##### C. Contract of Employment

No more than 10% of the certified staff shall be made up of rehired retired teachers rounded to the nearest whole number.

A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

D. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts but will have no seniority rights for said contracts.

E. Leaves of Absence

Retired teachers employed by the Board shall receive sick leave (including bonus) and personal leave in accordance with this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave. Retired teachers employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in this Agreement. In no event shall leave extend beyond the retiree's employment contract term.

F. Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.

G. Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

H. Sick Leave

Said teacher can accumulate sick leave but will begin his/her reemployment with the Board after retirement with zero (0) sick leave.

I. Sick Leave Transfer

A retired teacher employed by the Board can not participate in the sick leave transfer.

J. Insurance

The Board will provide medical, dental and vision insurance benefits consistent with the terms contained in Article 10, Section 10.05, herein, to said teachers.

K. Academic Stipend

Retired teachers employed by the Board are not eligible for academic stipend.

L. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, the terms of this article prevail and will be applied to retired teachers employed by the Board.

State law will be superseded including sections of Ohio Revised Code 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16, and 3319.17, the terms of this article prevail and will be applied to retired teachers employed by the Board.

**Article 12  
Board Policy Handbooks**

- A. Two copies of Board Policy Books shall be made available for sign-out in the Board office. These copies shall be kept up to date.
- B. Updates and revisions will be made to each book as they are approved by the Board.
- C. Each newly hired teacher shall be instructed as to the location of the Board Policy Book upon initial employment.

**Article 13  
Planning and Preparation Time**

- A. Each teacher shall be allotted a minimum of fifty minutes per school day or two hundred fifty minutes per school week for the planning and preparation time.
- B. Planning and preparation periods for all teachers shall be scheduled during the school day. Each teacher shall be entitled to one (1) thirty (30) minute uninterrupted planning period per school day.
- C. The provision of planning and preparation time shall not increase the scheduled seven hour and fifteen minute school day.

**Article 14**  
**STRS Pick-Up**

The Board herewith agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the employees, at no cost to the Board, in the bargaining unit under the following terms and conditions:

1. The amount to be "picked-up" on behalf of each employee shall be 9.3 percent (9.3%) of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
2. Shall be uniformly applied to all members of the bargaining unit.
3. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workmen's compensation shall be based on the employee's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher's contract).

Each teacher 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. 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 of the Agreement shall be declared null and void.

**Article 15**  
**Committees**

15.01 Service on Committees

- A. A list of all district wide and building committees shall be mailed to all bargaining unit members with the Superintendent's annual August letter. This list will notify unit members of what committees will be needed for the coming school year, the number of bargaining unit members that will be needed to serve on the committee, and a listing of the activities/charges the committee is to be responsible for during the school year.
- B. At the first general faculty meeting, at the start of the school year, teachers will sign up for committees. Each teacher is required to sign up for service on at least one (1) committee. Sign up will be by seniority.

- C. The service commitment is one (1) school year. Committee meetings shall be scheduled to occur one (1) time per month, and may be canceled if there is no business to conduct. A majority of the committee members may determine that more frequent meetings are necessary to complete the work of the committee.
- D. Teachers may voluntarily sign up for more than one (1) committee. No teacher shall be required to serve on more than two (2) district wide and/or building committees during the school year. Assignment to committees shall be on a one (1) year rotation basis.
- E. Teachers who are required to stay beyond the regular workday to serve on the following authorized district wide and/or building committees – CIP, BLT, IBMFE, and Professional Development – shall receive \$15 per hour.
- F. Joint Board/Association committees as listed in this Agreement (ex. LPDC, Labor-Management, etc.) shall not be subject to the provisions of this section.

#### 15.02 Labor-Management Committee

- A. In the interest of sound labor-management relations, the Board and/or its designees shall meet with five representatives of the Association once every nine weeks (or more frequently if mutually agreed to) each school year during mutually agreeable non-paid time to discuss potential problems and promote more harmonious labor-management relations.

The Labor-Management Committee shall meet on the dates of the regularly scheduled Board meetings in October, January, March and May. The meetings shall generally occur immediately prior to the Board meetings, with the exact times agreed to by the Superintendent and the Association President, and shall last not more than one (1) hour. Additional meetings may be scheduled as described above on the dates of the remaining regularly scheduled monthly Board meetings if issues are submitted to the Superintendent and the Association President at least one (1) week prior to those Board meetings. This committee is not a forum to discuss grievances or to engage in collective bargaining.

- B. The Superintendent or designee and the Association President or designee shall attend those meetings. This committee shall be trained to utilize problem-solving techniques.
- C. If a special labor-management meeting(s) has been requested, and mutually agreed upon, it shall be convened as soon as feasible.

- D. An agenda for each such meeting shall be submitted no later than the Monday prior to each meeting.

#### 15.03 Building Councils

- A. Building councils will be established at each building to address educational and building-level issues.
- B. Each council shall include the building principal and one teacher from each grade level. One-half of council membership shall be appointed by the administration and one-half by the Association.
- C. Building councils shall meet no more than once per quarter.

#### 15.04 Written Communications

In addition to the building meetings provided for in 6.04 and Building Councils in 15.03, the building administration, to enhance interbuilding communications, shall use written communication with all staff in the building to communicate information or activities which involve all staff and/or building operations.

#### 15.05 Supplemental/Extended Service Committee

During the final school year of this Agreement, a committee consisting of two (2) Board representatives and two (2) Association representatives will study and evaluate the terms of supplemental and extended service contracts. The committee will make recommendations to the negotiating teams of the Board and the Association on or before February 1 of the final year of this Agreement.

The negotiating teams will negotiate any changes during negotiations for a successor collective bargaining agreement.

#### 15.06 Insurance Committee

An insurance committee consisting of one representative from each building council will meet with the insurance representative, Superintendent and Treasurer. The committee will gather information and share it with the building council and staff in order to help reduce insurance costs. If the committee recommends a change in the health insurance plan, it will be implemented only if mutually agreed to by the Board and Association.

## 15.07 Mentor/Entry Year Teacher Program

### A. General Provisions

1. There shall be a Mentor/Entry Year Program adopted by the Zane Trace Education Association and the Zane Trace Local Board of Education.
2. Any revisions in the program shall be based on the recommendations of a joint Association and Board committee, and subject to Department of Education guidelines.
3. The parties shall work collaboratively to secure grants and other resources for the Mentor/Entry Year Program.

### B. Mentor and Entry Year Program Development

1. The selection criteria for selecting Mentors shall be in accordance with criteria established by the Ohio State Department of Education.
2. All Mentor applicants shall have completed Pathwise training and Orientation to mentoring/coaching.
3. Participation as a Mentor teacher shall be a voluntary commitment for a one-year period. Mentor assignments shall be on a rotating basis.
4. A Mentor may resign in the case of an identified personal emergency that would require the Mentor's withdrawal from the program or in the case of a Mentor/Entry Year Teacher relationship that has been deemed, by mutual agreement of the Mentor/Entry Year Teacher, to be unworkable.

### C. Entry Year Regulations

1. All Entry Year teachers in their first year of teaching shall be required to participate in the Entry Year Program.
2. All teachers with one year of experience shall participate in the Entry Year Program if they have not received a satisfactory evaluation for licensing based on the Praxis III assessment by the State Department of Education.

### D. Responsibilities

1. All Mentors shall meet with their Entry Year Teacher on a regular basis. Mentors shall have up to seven and one-half (7 ½) days, if necessary, to work individually with the Entry Year Teacher in professional areas as

designated in the Pathwise Program, or in other areas as agreed upon by the Mentor and the Entry Year Teacher.

2. Entry Year Teachers shall have release time for consultation with their Mentor teacher, inservice or programs deemed necessary by the Administration and/or Praxis III assessments.
3. If additional days are necessary for the Mentor/Entry Year Programs, such days shall be approved by the administration.

#### E. Protections

1. All interactions, written and/or verbal, shall be confidential between the Mentor and the Entry Year Teacher.
2. No Mentor shall participate in any formal or informal contractual evaluation.
3. No Mentor shall be directed, required, or requested to make any recommendation regarding the employment of an Entry Year Teacher.
4. Other than a notation to the effect that a teacher has served as a Mentor teacher, the teacher's activities as a Mentor shall not be part of the teacher's evaluation.

#### F. Attendance at Training Sessions

1. Teachers who apply for and are accepted and complete Mentor training, including Pathwise, shall be paid a stipend or college credit (if available). Such money shall not be taken from the Academic Stipend in Article 10.06.
2. Should funding for the Mentor/Entry Year Program be discontinued through the Pike-Ross County Educational Service Center, stipends shall be paid as follows:
  - a. Mentors shall be paid a stipend of \$700.00 upon completion of that year as a Mentor.
  - b. Lead Mentors shall be paid a stipend of \$100.00 per pair (mentor/entry year teacher) upon completion of that year as a Lead Mentor.
  - c. Entry Year Teachers shall receive a stipend of \$375 their first year as an Entry Year Teacher. District will pay for cost of test unless paid for by some other means than by the teacher.

3. Teachers selected as Mentor teachers, at their option may attend additional mentor/coaching activities as approved by the administration.
4. Days/meetings scheduled beyond the requirements herein shall be optional for the Mentor and Entry Year Teacher.

#### 15.08 Local Professional Development Committee

- A. A Local Professional Development Committee ("LPDC") has been established in the District as required by O.R.C. 3319.22 for the purpose of determining whether the coursework taken by any teacher or administrator meets the requirements of State Board of Education standards for license renewal. The LPDC will develop a format for Individual Professional Development Plans ("IPDP") and shall oversee and review coursework, continuing education units, and/or other equivalent activities.
- B. The LPDC's rules of conduct for its meetings shall be provided to a teacher upon request. Not later than September 10 of each year, the LPDC's meetings schedule for the year shall be posted in the Superintendent's office, on teacher bulletin boards, and in faculty break rooms in each building.
- C. LPDC committee members shall receive eight hundred dollars (\$800.00) per member, one thousand dollars (\$1000.00) for the secretary, and one thousand dollars for the committee chair per school year. This payment shall be made at the final pay of the school year. Committee members serving less than one (1) year on the LPDC shall receive a prorated stipend on a nine week basis.
- D. The committee shall be composed of seven (7) members: four (4) bargaining unit members shall be selected by the ZTEA; one (1) principal, one (1) other administrator, and one (1) other as appointed by the Superintendent.
- E. The LPDC shall meet on a regular basis, as needed.
- F. Bargaining unit members of the LPDC shall serve a two (2) year term, except that initial selection of bargaining unit members shall be two (2) for a one (1) year term; one for a two (2) year term; and one for a three (3) year term. Members appointed by the Superintendent shall serve a two (2) year term, except that initial selection shall be one (1) for a one (1) year term; one for a two (2) year term; and one for a three (3) year term.
- G. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies, and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.

- H. The LPDC shall not have authority to revise, change, delete, or modify any article/provision of the collective bargaining agreement or any state law or regulation.
- I. In the event of legislative action by the Ohio General Assembly that impacts in any way on the subject matter of the LPDC, the Association and the Board agree to meet to make the appropriate adjustments, if any.

#### 15.09 Master Teacher Language

The Master Teacher state mandates will be addressed through a combined committee utilizing the district's existing LPDC Committee. The provisions for this combined committee will be governed by the terms of Article 15, Section 15.08, Local Professional Development Committee, herein. In recognition of the enhanced efforts of this combined committee, the members of the combined committee will be compensated an additional four hundred dollars (\$400) per year of service on the combined committee. At such time that the state does away with the Master Teacher mandates, the combined committee will cease to exist.

### **Article 16 No Strike**

The Association does hereby affirm and agree that during the effective period of this Agreement, it will neither directly or indirectly call, sanction, encourage, finance, or assist, nor shall any employee instigate or participate in any strike as defined in ORC 4117.01 H.

### **Article 17 Printing of Master Agreement**

- A. The Board shall provide a legible copy of the Master Agreement to every member of the bargaining unit following ratification of the Agreement.
- B. The President of the ZTEA shall be given fifteen (15) copies.
- C. The Agreements shall be distributed within one month following ratification by both parties provided printing facilities can accommodate the request.
- D. Each newly hired certified employee shall be issued a copy of the Agreement upon employment in the district.
- E. The costs of printing shall be borne by the Board.
- F. Pocket size, if possible.

**Article 18  
Contract Maintenance**

- A. The Board shall revise its policies and take all appropriate steps in order to comply with this contract.
  
- B. The Board and the Association acknowledge that during negotiations which preceded this Agreement, (as contained in the Agreement Booklet with appendices), each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of collective bargaining/negotiations and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in written provisions in this Agreement.

Except as provided for herein, or by mutual agreement, or by order of court of competent jurisdiction, or by order of SERB, any matters or subject not covered herein have been waived by the parties for purposes of negotiations for the life of the Agreement. All other previously negotiated agreements not incorporated herein are null and void and of no further force and effect.

- B. Except as specifically set forth in Section 4117.10(A) of the Ohio Revised Code, this contract supersedes and prevails over all statutes of the State of Ohio and all policies, rules, and regulations of the Board and/or administration. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be null and void, but all other provisions of this contract shall remain in full force and effect.

**Article 19  
Execution**

This contract shall be effective from July 1, 2008 through June 30, 2011.

For the Association:

For the Board:

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Treasurer

Zane Trace Local School District  
**2008-2009**  
**Base \$29,831.00**

<b>Step</b>	<b>BA</b>	<b>BA+5</b>	<b>MA</b>	<b>MA+5</b>	<b>MA+10</b>	<b>MA+15</b>
<b>0</b>	<b>29,831</b>	<b>32,068</b>	<b>34,306</b>	<b>34,574</b>	<b>34,843</b>	<b>35,111</b>
	1.00000	1.07500	1.15000	1.15900	1.16800	1.17700
<b>1</b>	<b>31,173</b>	<b>33,590</b>	<b>36,006</b>	<b>36,289</b>	<b>36,573</b>	<b>36,856</b>
	1.04500	1.12600	1.20700	1.21650	1.22600	1.23550
<b>2</b>	<b>32,516</b>	<b>35,111</b>	<b>37,706</b>	<b>38,005</b>	<b>38,303</b>	<b>38,601</b>
	1.09000	1.17700	1.26400	1.27400	1.28400	1.29400
<b>3</b>	<b>33,858</b>	<b>36,632</b>	<b>39,407</b>	<b>39,720</b>	<b>40,033</b>	<b>40,346</b>
	1.13500	1.22800	1.32100	1.33150	1.34200	1.35250
<b>4</b>	<b>35,201</b>	<b>38,154</b>	<b>41,107</b>	<b>41,435</b>	<b>41,763</b>	<b>42,092</b>
	1.18000	1.27900	1.37800	1.38900	1.40000	1.41100
<b>5</b>	<b>36,543</b>	<b>39,675</b>	<b>42,807</b>	<b>43,151</b>	<b>43,494</b>	<b>43,837</b>
	1.22500	1.33000	1.43500	1.44650	1.45800	1.46950
<b>6</b>	<b>37,885</b>	<b>41,197</b>	<b>44,508</b>	<b>44,866</b>	<b>45,224</b>	<b>45,582</b>
	1.27000	1.38100	1.49200	1.50400	1.51600	1.52800
<b>7</b>	<b>39,228</b>	<b>42,718</b>	<b>46,208</b>	<b>46,581</b>	<b>46,954</b>	<b>47,327</b>
	1.31500	1.43200	1.54900	1.56150	1.57400	1.58650
<b>8</b>	<b>40,570</b>	<b>44,239</b>	<b>47,909</b>	<b>48,296</b>	<b>48,684</b>	<b>49,072</b>
	1.36000	1.48300	1.60600	1.61900	1.63200	1.64500
<b>9</b>	<b>41,913</b>	<b>45,761</b>	<b>49,609</b>	<b>50,012</b>	<b>50,414</b>	<b>50,817</b>
	1.40500	1.53400	1.66300	1.67650	1.69000	1.70350
<b>10</b>	<b>43,255</b>	<b>47,282</b>	<b>51,309</b>	<b>51,727</b>	<b>52,145</b>	<b>52,562</b>
	1.45000	1.58500	1.72000	1.73400	1.74800	1.76200
<b>11</b>	<b>44,597</b>	<b>48,804</b>	<b>53,010</b>	<b>53,442</b>	<b>53,875</b>	<b>54,307</b>
	1.49500	1.63600	1.77700	1.79150	1.80600	1.82050
<b>12</b>	<b>45,940</b>	<b>50,325</b>	<b>54,710</b>	<b>55,158</b>	<b>55,605</b>	<b>56,052</b>
	1.54000	1.68700	1.83400	1.84900	1.86400	1.87900
<b>13</b>	<b>47,282</b>	<b>51,846</b>	<b>56,410</b>	<b>56,873</b>	<b>57,335</b>	<b>57,798</b>
	1.58500	1.73800	1.89100	1.90650	1.92200	1.93750
<b>14</b>	<b>48,625</b>	<b>53,368</b>	<b>58,111</b>	<b>58,588</b>	<b>59,065</b>	<b>59,543</b>
	1.63000	1.78900	1.94800	1.96400	1.98000	1.99600
<b>15</b>	<b>49,967</b>	<b>54,889</b>	<b>59,811</b>	<b>60,303</b>	<b>60,796</b>	<b>61,288</b>
	1.67500	1.84000	2.00500	2.02150	2.03800	2.05450
<b>27</b>	<b>51,309</b>	<b>56,410</b>	<b>61,512</b>	<b>62,019</b>	<b>62,526</b>	<b>63,033</b>
	1.72000	1.89100	2.06200	2.07900	2.09600	2.11300

Zane Trace Local School District  
**2009-2010**  
**Base \$30,726**

<b>Step</b>	<b>BA</b>	<b>BA+5</b>	<b>MA</b>	<b>MA+5</b>	<b>MA+10</b>	<b>MA+15</b>
<b>0</b>	<b>30,726</b>	<b>33,030</b>	<b>35,335</b>	<b>35,611</b>	<b>35,888</b>	<b>36,165</b>
	1.00000	1.07500	1.15000	1.15900	1.16800	1.17700
<b>1</b>	<b>32,109</b>	<b>34,597</b>	<b>37,086</b>	<b>37,378</b>	<b>37,670</b>	<b>37,962</b>
	1.04500	1.12600	1.20700	1.21650	1.22600	1.23550
<b>2</b>	<b>33,491</b>	<b>36,165</b>	<b>38,838</b>	<b>39,145</b>	<b>39,452</b>	<b>39,759</b>
	1.09000	1.17700	1.26400	1.27400	1.28400	1.29400
<b>3</b>	<b>34,874</b>	<b>37,732</b>	<b>40,589</b>	<b>40,912</b>	<b>41,234</b>	<b>41,557</b>
	1.13500	1.22800	1.32100	1.33150	1.34200	1.35250
<b>4</b>	<b>36,257</b>	<b>39,299</b>	<b>42,340</b>	<b>42,678</b>	<b>43,016</b>	<b>43,354</b>
	1.18000	1.27900	1.37800	1.38900	1.40000	1.41100
<b>5</b>	<b>37,639</b>	<b>40,866</b>	<b>44,092</b>	<b>44,445</b>	<b>44,799</b>	<b>45,152</b>
	1.22500	1.33000	1.43500	1.44650	1.45800	1.46950
<b>6</b>	<b>39,022</b>	<b>42,433</b>	<b>45,843</b>	<b>46,212</b>	<b>46,581</b>	<b>46,949</b>
	1.27000	1.38100	1.49200	1.50400	1.51600	1.52800
<b>7</b>	<b>40,405</b>	<b>44,000</b>	<b>47,595</b>	<b>47,979</b>	<b>48,363</b>	<b>48,747</b>
	1.31500	1.43200	1.54900	1.56150	1.57400	1.58650
<b>8</b>	<b>41,787</b>	<b>45,567</b>	<b>49,346</b>	<b>49,745</b>	<b>50,145</b>	<b>50,544</b>
	1.36000	1.48300	1.60600	1.61900	1.63200	1.64500
<b>9</b>	<b>43,170</b>	<b>47,134</b>	<b>51,097</b>	<b>51,512</b>	<b>51,927</b>	<b>52,342</b>
	1.40500	1.53400	1.66300	1.67650	1.69000	1.70350
<b>10</b>	<b>44,553</b>	<b>48,701</b>	<b>52,849</b>	<b>53,279</b>	<b>53,709</b>	<b>54,139</b>
	1.45000	1.58500	1.72000	1.73400	1.74800	1.76200
<b>11</b>	<b>45,935</b>	<b>50,268</b>	<b>54,600</b>	<b>55,046</b>	<b>55,491</b>	<b>55,937</b>
	1.49500	1.63600	1.77700	1.79150	1.80600	1.82050
<b>12</b>	<b>47,318</b>	<b>51,835</b>	<b>56,351</b>	<b>56,812</b>	<b>57,273</b>	<b>57,734</b>
	1.54000	1.68700	1.83400	1.84900	1.86400	1.87900
<b>13</b>	<b>48,701</b>	<b>53,402</b>	<b>58,103</b>	<b>58,579</b>	<b>59,055</b>	<b>59,532</b>
	1.58500	1.73800	1.89100	1.90650	1.92200	1.93750
<b>14</b>	<b>50,083</b>	<b>54,969</b>	<b>59,854</b>	<b>60,346</b>	<b>60,837</b>	<b>61,329</b>
	1.63000	1.78900	1.94800	1.96400	1.98000	1.99600
<b>15</b>	<b>51,466</b>	<b>56,536</b>	<b>61,606</b>	<b>62,113</b>	<b>62,620</b>	<b>63,127</b>
	1.67500	1.84000	2.00500	2.02150	2.03800	2.05450
<b>27</b>	<b>52,849</b>	<b>58,103</b>	<b>63,357</b>	<b>63,879</b>	<b>64,402</b>	<b>64,924</b>
	1.72000	1.89100	2.06200	2.07900	2.09600	2.11300

Zane Trace Local School District  
**2010-2011**  
**Base \$31,571**

<b>Step</b>	<b>BA</b>	<b>BA+5</b>	<b>MA</b>	<b>MA+5</b>	<b>MA+10</b>	<b>MA+15</b>
<b>0</b>	<b>31,571</b>	<b>33,939</b>	<b>36,307</b>	<b>36,591</b>	<b>36,875</b>	<b>37,159</b>
	1.00000	1.07500	1.15000	1.15900	1.16800	1.17700
<b>1</b>	<b>32,992</b>	<b>35,549</b>	<b>38,106</b>	<b>38,406</b>	<b>38,706</b>	<b>39,006</b>
	1.04500	1.12600	1.20700	1.21650	1.22600	1.23550
<b>2</b>	<b>34,412</b>	<b>37,159</b>	<b>39,906</b>	<b>40,221</b>	<b>40,537</b>	<b>40,853</b>
	1.09000	1.17700	1.26400	1.27400	1.28400	1.29400
<b>3</b>	<b>35,833</b>	<b>38,769</b>	<b>41,705</b>	<b>42,037</b>	<b>42,368</b>	<b>42,700</b>
	1.13500	1.22800	1.32100	1.33150	1.34200	1.35250
<b>4</b>	<b>37,254</b>	<b>40,379</b>	<b>43,505</b>	<b>43,852</b>	<b>44,199</b>	<b>44,547</b>
	1.18000	1.27900	1.37800	1.38900	1.40000	1.41100
<b>5</b>	<b>38,674</b>	<b>41,989</b>	<b>45,304</b>	<b>45,667</b>	<b>46,031</b>	<b>46,394</b>
	1.22500	1.33000	1.43500	1.44650	1.45800	1.46950
<b>6</b>	<b>40,095</b>	<b>43,600</b>	<b>47,104</b>	<b>47,483</b>	<b>47,862</b>	<b>48,240</b>
	1.27000	1.38100	1.49200	1.50400	1.51600	1.52800
<b>7</b>	<b>41,516</b>	<b>45,210</b>	<b>48,903</b>	<b>49,298</b>	<b>49,693</b>	<b>50,087</b>
	1.31500	1.43200	1.54900	1.56150	1.57400	1.58650
<b>8</b>	<b>42,937</b>	<b>46,820</b>	<b>50,703</b>	<b>51,113</b>	<b>51,524</b>	<b>51,934</b>
	1.36000	1.48300	1.60600	1.61900	1.63200	1.64500
<b>9</b>	<b>44,357</b>	<b>48,430</b>	<b>52,503</b>	<b>52,929</b>	<b>53,355</b>	<b>53,781</b>
	1.40500	1.53400	1.66300	1.67650	1.69000	1.70350
<b>10</b>	<b>45,778</b>	<b>50,040</b>	<b>54,302</b>	<b>54,744</b>	<b>55,186</b>	<b>55,628</b>
	1.45000	1.58500	1.72000	1.73400	1.74800	1.76200
<b>11</b>	<b>47,199</b>	<b>51,650</b>	<b>56,102</b>	<b>56,559</b>	<b>57,017</b>	<b>57,475</b>
	1.49500	1.63600	1.77700	1.79150	1.80600	1.82050
<b>12</b>	<b>48,619</b>	<b>53,260</b>	<b>57,901</b>	<b>58,375</b>	<b>58,848</b>	<b>59,322</b>
	1.54000	1.68700	1.83400	1.84900	1.86400	1.87900
<b>13</b>	<b>50,040</b>	<b>54,870</b>	<b>59,701</b>	<b>60,190</b>	<b>60,679</b>	<b>61,169</b>
	1.58500	1.73800	1.89100	1.90650	1.92200	1.93750
<b>14</b>	<b>51,461</b>	<b>56,481</b>	<b>61,500</b>	<b>62,005</b>	<b>62,511</b>	<b>63,016</b>
	1.63000	1.78900	1.94800	1.96400	1.98000	1.99600
<b>15</b>	<b>52,881</b>	<b>58,091</b>	<b>63,300</b>	<b>63,821</b>	<b>64,342</b>	<b>64,863</b>
	1.67500	1.84000	2.00500	2.02150	2.03800	2.05450
<b>27</b>	<b>54,302</b>	<b>59,701</b>	<b>65,099</b>	<b>65,636</b>	<b>66,173</b>	<b>66,710</b>
	1.72000	1.89100	2.06200	2.07900	2.09600	2.11300

EXTRA - CURRICULAR SALARY SCHEDULE

	2008-2009	2009-2010	2010-2011
BASE	\$29,831.00	\$30,726.00	\$31,571.00
	SALARY	SALARY	SALARY
15%	\$4,475	\$4,609	\$4,736
14%	\$4,176	\$4,302	\$4,420
12%	\$3,580	\$3,687	\$3,789
10%	\$2,983	\$3,073	\$3,157
9%	\$2,685	\$2,765	\$2,841
8%	\$2,386	\$2,458	\$2,526
7%	\$2,088	\$2,151	\$2,210
6%	\$1,790	\$1,844	\$1,894
5%	\$1,492	\$1,536	\$1,578
4%	\$1,193	\$1,229	\$1,263
3%	\$895	\$922	\$947
2%	\$597	\$615	\$631
1%	\$298	\$307	\$316

\*EMPLOYEES WITH 0-1 YEARS EXPERIENCE (0, 1) WILL GET ABOVE PERCENTAGE.  
 EMPLOYEES WITH 2-5 YEARS EXPERIENCE (2, 3, 4, 5) WILL GET 1/2 % MORE.  
 EMPLOYEES WITH 6+YEARS EXPERIENCE (6 OR MORE) WILL GET 1% MORE.

\*\*NEW EMPLOYEES MUST SHOW DOCUMENTATION OF YEARS OF EXPERIENCE.

APPENDIX B

Substitution Compensation Form

TEACHER: \_\_\_\_\_

DATE OF SUBSTITUTION: \_\_\_\_\_

PERIOD: \_\_\_\_\_

Summer Vacancy and Transfer Form

For Unposted Vacancies (July 15 through September 15)

This form is to be completed by any teacher who may want to transfer to a position which becomes vacant during the period between July 15 and September 15:

Area(s) and/or assignments for which I may be interested (even if there is no vacancy at this time)

\_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

This form shall be completed and submitted to the Superintendent's office. This form shall be utilized only for vacancies which may occur between July 15 and September 15, and shall be discarded on September 16.

\* Application for posted vacancies shall be made in writing to the Superintendent's office, but shall not require a specific form.

**ZANE TRACE LOCAL SCHOOLS  
PRINCIPAL'S EVALUATION OF TEACHER PERFORMANCE (FORM A)**

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_  
 Assignment \_\_\_\_\_ Eligible for \_\_\_\_\_ Contract \_\_\_\_\_  
 Date(s) of classroom observation \_\_\_\_\_  
 Date(s) of non-classroom observation \_\_\_\_\_  
 Interim Conference #1 \_\_\_\_\_ #2 \_\_\_\_\_

- E/E - Exceeds Expectations - Exceeded district expectations
- E - Effective - met district expectations
- N/I - Needs Improvement - see comments for suggestions to strengthen this area
- U/E - Unsatisfactory - did not meet district expectation, possible consideration for non-renewal
- N/O - Not observed - cannot evaluate due to insufficient information

E/E	E	N/I	U	N/O

**I. PROFESSIONAL COMPETENCIES**

- A. Plans lessons well.
- B. Recognizes and provides for individual differences of pupils by using various teaching techniques and materials.
- C. Helps pupils obtain socially acceptable behavior.
- D. Establishes long-range and short-range goals.
- E. Keeps accurate records and is punctual and correct with reports.
- F. Displays knowledge of subject matter and teaching techniques.

Principal's Comments: \_\_\_\_\_

E/E	E	N/I	U	N/O

**II. INSTRUCTIONAL MANAGEMENT**

- A. Organizes teaching station in a functional manner.
- B. Establishes and maintains reasonable classroom control.
- C. Maintains good communication with the parents.
- D. Provides discipline in situations outside the classroom setting.
- E. Adheres to board policies, contractual agreements, and board approved curriculum.

Principal's Comments: \_\_\_\_\_

E/E	E	N/I	U	N/O

**III. PROFESSIONAL ATTITUDES AND CHARACTERISTICS**

- A. Develops good rapport with pupils.
- B. Works cooperatively with other staff members.
- C. Promotes a positive self-concept in pupils.
- D. Accepts personal responsibility for compliance with rules and regulations.
- E. Supports school activities.
- F. Promotes a professional relationship with parents and community.

Principal's Comments: \_\_\_\_\_

E/E	E	N/I	U	N/O

IV. PERSONAL ATTITUDES AND CHARACTERISTICS

- A. Is neat, well-groomed and dresses appropriately to assignment.
- B. Is dependable, punctual and uses time wisely.
- C. Maintains good voice control, diction and delivery.
- D. Is enthusiastic about teaching and is able to instill enthusiasm in pupils.
- E. Maintains emotional stability.

Principal's Comments: \_\_\_\_\_  
 \_\_\_\_\_

The signatures below indicate a conference was held and the teacher has seen this report.

Teacher \_\_\_\_\_ Principal \_\_\_\_\_ Date \_\_\_\_\_

Check if teacher comments are attached.

White Copy – Superintendent, Yellow Copy – Principal, Pink Copy - Teacher



ZANE TRACE LOCAL SCHOOLS

PRINCIPAL'S EVALUATION OF TEACHER PERFORMANCE (FORM C)

FINAL REPORT

Teacher \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_  
 Assignment \_\_\_\_\_ Class Size \_\_\_\_\_ School Year \_\_\_\_\_  
 Date(s) of classroom observation \_\_\_\_\_  
 Date(s) of non-classroom observation \_\_\_\_\_

Rating Scale

- E/E - Exceeds Expectations - Exceeded district expectations
- E - Effective - met district expectations
- N/I - Needs Improvement - see comments for suggestions to strengthen this area
- U - Unsatisfactory - did not meet district expectation, possible consideration for non-renewal

E/E      E      N/I      U

E/E	E	N/I	U

- I. PROFESSIONAL COMPETENCIES
- II. INSTRUCTIONAL MANAGEMENT
- III. PROFESSIONAL ATTITUDES AND CHARACTERISTICS
- IV. PERSONAL ATTITUDES AND CHARACTERISTICS

Principal's Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Recommendations:

- \_\_\_\_\_ 1 year contract
- \_\_\_\_\_ 2 year contract
- \_\_\_\_\_ 3 year contract
- \_\_\_\_\_ Continuing Contract
- \_\_\_\_\_ Recycle
- \_\_\_\_\_ Non-Renewal

The signatures below indicate a conference was held and the teacher has seen this report.

Teacher \_\_\_\_\_

Principal \_\_\_\_\_

Date \_\_\_\_\_

Check if teacher comments are attached.

White Copy - Superintendent, Yellow Copy - Principal, Pink Copy - Teacher

ZANE TRACE LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM

NAME OF MEMBER(S) OR ASSOCIATION: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_

LEVEL I - INFORMAL DISCUSSION  
WITH APPROPRIATE ADMINISTRATOR

DATE OF EVENT GIVING RISE TO THE GRIEVANCE: \_\_\_\_\_

DATE OF INFORMAL DISCUSSION: \_\_\_\_\_

ARTICLE(S)/PROVISION(S) VIOLATED: \_\_\_\_\_

LEVEL II - PRINCIPAL

STATEMENT OF THE GRIEVANCE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF SOUGHT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF ASSOCIATION PRESIDENT OR DESIGNEE: \_\_\_\_\_

DATE RECEIVED BY PRINCIPAL: \_\_\_\_\_

DATE OF MEETING: \_\_\_\_\_

DISPOSITION OF PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PRINCIPAL \_\_\_\_\_ DATE \_\_\_\_\_

LEVEL III - SUPERINTENDENT

POSITION OF MEMBER(S)/ASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF ASSOCIATION PRESIDENT OR DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

DATE RECEIVED BY SUPERINTENDENT: \_\_\_\_\_

DATE OF MEETING: \_\_\_\_\_

DISPOSITION OF SUPERINTENDENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF SUPERINTENDENT \_\_\_\_\_ DATE: \_\_\_\_\_

LEVEL IV - ARBITRATION

The grievance will be forwarded to arbitration according to the negotiated contract.

SICK LEAVE TRANSFER  
ZANE TRACE LOCAL SCHOOLS

Dear

This letter is to certify that I, \_\_\_\_\_ an employee of the  
(Print Name)

Zane Trace Local Schools, hereby contribute \_\_\_\_\_ day(s) of my accrued and  
unused sick leave days to \_\_\_\_\_, a current employee of the Zane  
Trace Local Schools.

I understand that this transfer of sick leave days is irrevocable and I hereby waive any  
rights or claims that I might have had to the number of days indicated above. Further, I  
agree that my current sick leave accumulation shall be immediately reduced by the  
day(s) specified above.

Thank you.

Sincerely,

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of the Witness

\_\_\_\_\_  
Employee Name - Printed

\_\_\_\_\_  
Witness Name - Printed

\_\_\_\_\_  
Employee Address

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Article 19  
Execution**

This contract shall be effective from July 1, 2008 through June 30, 2011.

For the Association:

\_\_\_\_\_  
Association President

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

For the Board:

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Treasurer