

10.0 CERTIFICATION/LICENSURE

Each teacher must comply with the teacher certification/licensure laws of Ohio and the regulations as determined by the state and local Board of Education. A valid Ohio certificate/license, as appropriate, must be filed in the Central Office to legalize payment of salary. Proper certification/licensure status is the responsibility of each certified/licensed employee. Evidence of such must be on file in the Human Resources Department. As a courtesy the Human Resources Department will continue to notify teachers regarding certification/licensure status. Copies of the notification letter will be sent to the Union.

Members of the bargaining unit shall be responsible for filing with the Human Resources Department all certificates and licenses issued to the member by the Ohio Department of Education.

No right or privilege concerning reduction of staff shall be asserted by a member of the bargaining unit under any newly issued certificate or license not on file as of March 20 of the school year that a reduction in staff takes place.

11.0 TRANSCRIPTS AND ADDITIONAL TRAINING

11.01 Official evidence of additional training, including transcripts of credits and for graduates, actual diploma of graduate degree conferred, must be submitted to the Superintendent on or before September 15 to be considered in determining salaries for the first semester and January 15 in determining any salary change for the second semester of the school year. All filing of credentials and credits is a responsibility of the teacher. Credit toward salary credit will not be given for in-service or graduate credit submitted later than one year after completion of the course except by the discretion of the Superintendent. Exceptions may occur only when specific course work relates to a new assignment. Where an employee has met all of the requirements for a particular degree prior to September 15 or January 15 but official transcripts are not yet available or the actual degree will not be conferred until after September 15 or January 15, an official document which states that the employee has met all of the requirements for the degree and which is signed by the academic dean, the registrar, or the equivalent will be temporarily sufficient for the employee to receive credit for the degree.

11.02 In addition to credit allowed at the time of a teacher's original employment by this system for teaching service outside this system, and in addition to credit for teaching service in this system, experience credit shall be granted for service in the armed forces of the United States to the extent of one year's credit for each full year of such service as evidenced by an honorable discharge certificate/license. Credit for a fractional year of military service shall be given if the fractional year is equal to at least one-half year. A fractional year of service of less than one-half year shall not result in any credit being given on the salary schedule. However, the maximum experience credit to be allowed for service in the armed services of the United States shall be an amount which, if combined with credit allowed for teaching service outside this system, shall total not more than five years.

Up to and including the MA degree, credit for advancement on the salary schedule will be based upon official college graduate credit as certified by training institutions which are approved by the State Department of Education; or by credits earned in staff development courses, in-service training courses, professional workshops and professional institutes, meeting standards of achievement and attendance and approved in advance by the Superintendent. (Undergraduate courses leading to certification/licensure taken by those holding a temporary certificate/license are not applicable to salary credit.)

11.03 Regulations concerning salary recognition beyond the MA on salary schedule category fall into three classifications:

11.031 An individual may take courses in the area of his/her current assignments, fulfilling the requirements of an advanced degree program in his/her current assignment, or in an area approved as part of the teacher's IPDP by the LPDC if it falls within the District's K-12

curriculum, without prior approval from the Superintendent. An individual who is taking graduate level courses in pursuit of two (or more) advanced degrees simultaneously shall receive prior approval from the Superintendent for enrollment in all except one of the advanced degree programs in his/her teaching assignment. Such individual shall receive salary credit beyond the MA schedule for credit hours earned upon completion of the requirements for the two (or more) advanced degrees awarded, provided that the requirements of the first sentence of this section have been satisfied.

11.032 In the event that a teacher's assignment is changed, and he/she has already embarked upon a doctoral program in his/her former assignment, he/she will be given salary credit to the pursuance and completion of that program.

11.033 An individual may take college graduate courses as certified by training institutions which are approved by the State Department of Education, staff development courses, in-service training courses, professional workshops and professional institutes meeting standards of achievement and attendance. Courses in these five classifications may be allowable, that upon evaluation and prior approval by the Superintendent, are within the individual's related teaching assignment or contribute to the improvement of the professional efficiency of the total job of public school teaching.

The Superintendent may also give prior approval to selected undergraduate courses that are prerequisite to a teacher's strengthening his/her area of assignment, such approval to be given on an individual basis.

11.034 Salary credit for graduate hours earned in workshops completed during approved (short-term) professional leaves shall be awarded in those instances where the employee pays the cost of tuition for the graduate credit.

12.0 PERSONNEL FILES

- 12.01** The Human Resources Department shall maintain the official teacher files at the central administration building. No other teacher file shall be considered to exist for purposes of documentation in all official matters, transfers, assignments, evaluations, grievances, or any other matters concerning the teacher.
- 12.02** Materials retained in files other than the official file shall not be considered as official.
- 12.03** No material of a derogatory nature about a teacher's service, conduct, character or personality shall be placed in the file, unless the teacher has had an opportunity to read such material, and the intent to place the material in the file has been expressly noted by the words, "copy Board Personnel File" or "c. Board Personnel File," or "cc. Personnel File," on the material.
- 12.04** The teacher shall acknowledge having read material by putting his name and the date when read on it. The signature indicates only that the teacher has read the material, not that he/she is in agreement with its content. If the teacher refuses to so acknowledge the reading, this fact shall be noted on the record along with the date of reading.
- 12.05** The teacher has the right to respond to any material filed and to have this response attached to the file copy.
- 12.06** Upon request, and between the hours of 8:15 a.m. and 4:00 p.m., the teacher shall be permitted immediately to examine his/her file and to reproduce any material in it.
- 12.07** Members of the bargaining unit may request removal from their personnel files of materials of a derogatory nature. The requests shall be made to the Director of Human Resources. Upon

making such request, the teacher shall be given an opportunity to justify his/her position and shall have the right to union representation. Materials shall not be removed unless:

- A. Three years have elapsed since the material was inserted and the issue has not occurred again; or
- B. The member is retiring or resigning.

The above shall not apply to composite evaluations.

13.0 CONTRACTS

13.01 The Board of Education shall issue limited and continuing contracts as prescribed and in compliance with the Ohio Revised Code. The following Sections, 13.02 through 13.07, are a short synopsis of some of the rules.

13.02 Contracts will be issued to certificated/licensed members only. It is the responsibility of the member to secure a certificate/license from the State Department of Education and register the certificate/license in the Human Resources Department.

13.03 To be eligible for a continuing contract for the ensuing September-June school year, members must have an 8-year professional certificate/license, a 5-year professional license, or a 4-year provisional certificate/license that was not eligible to be upgraded to an 8-year professional certificate/license due to the timeline changes in the certification/licensure/licensure standards in the State of Ohio. This certificate/license or license must be on file in the Human Resources Department prior to or on March 20th of the current school year.

It is also understood that members possessing a 5-year professional license or a 4-year provisional certificate/license must submit transcripts verifying a minimum of thirty (30) graduate semester hours of coursework from a higher learning institution that is accredited by the Ohio Department of Education prior to the March 20th deadline.

13.04 To be eligible for a continuing contract (tenure) the member must have been employed as a limited contract teacher in the district for three of the last five years and must be properly certificated/licensed or the member must have attained continuing contract status elsewhere, in which instance, the service time requirement in the district shall be two years. Exceptions to the two year requirement for previously tenured members must comply with the Ohio Revised Code, and must have the recommendation of the Superintendent.

13.05 Upon the recommendation of the Superintendent that a member eligible for continuing contract status be re-employed, and approval by the Board of Education, as prescribed and in compliance with the Ohio Revised Code, of the Superintendent's recommendation, a continuing contract shall be entered into between the Board and the member.

13.06 Members, eligible for continuing contract status, who have not attained continuing contract status elsewhere, may be temporarily re-employed for up to two years, under a limited contract(s), as prescribed and in compliance with the Ohio Revised Code, or if recommended by the Superintendent and approved by the Board. If a bargaining unit member is given such limited contract, the employee will be provided recommendations on the evaluation form for performance improvement.

13.07 Members certificated provisionally, professionally or higher, in more than one area and more than one discipline, shall be eligible for continuing contract status based on the professional, permanent or life certificate, or 5-Year License regardless of the area or discipline in which the member is assigned.

14.0 SENIORITY

- 14.01** Seniority shall be here defined as length of service in this school system, being total length counted in years and fractional parts of years. In determining length of service, absences based upon the granting of a leave of absence shall not be included.
- 14.02** All teachers shall return to their last previous assignment unless there shall have been a transfer planned and/or effected.
- 14.03** Each spring the Human Resources Department shall publish certificated/licensed bargaining unit vacancies so that bargaining unit members can request consideration. In addition, each certificated/licensed bargaining unit member shall receive a preference request form between March 1 and March 15. The preference form shall be returned by April 1st. Each teacher shall receive his/her tentative class assignment in writing no later than June 1 of each school year. Vacancies that occur after the spring vacancy publication through August 15 will be posted on the Human Resources Bulletin Board at the Board of Education building, or Human Resources website, with a copy to the Teachers Union office. After receipt of a written resignation after August 15 and prior to the spring vacancy publication, the Human Resources Department will notify the Union President of any vacancy.

15.0 PROCEDURES IN THE EVENT OF REDUCTIONS IN STAFF AMONG EMPLOYEES CERTIFIED PURSUANT TO SECTION 3319.22, OHIO REVISED CODE

Reduction of staff because of budgetary constraints, declining enrollments, changing course offerings and selections, and other comparable factors shall be accomplished as follows.

15.01 Attrition

The number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for employees who retire or resign or whose limited contracts are not renewed on the basis of performance. To achieve educational aims, however, it may be necessary to hire some replacements for some positions if other employees in the system do not possess the certification/licensure, qualifications and experience for the position and the position is one that needs to be filled. Attrition, moreover, may not be sufficient to accomplish a reduction in force in full.

15.02 Non-Renewal and Suspension of Contracts

Reductions not achieved through attrition will be made by not renewing limited contracts of employment. Notice of non-renewal will be given on or before April 30 in accordance with Section 3319.11, Ohio Revised Code.

Suspension of contracts of tenured teachers shall be in compliance with and pursuant to requirements of the Ohio Revised Code and in such event a list to be used for restoration to continuing service status shall be established.

15.021 Seniority

Employees with longer continuous service ordinarily will be retained in preference to those with less continuous service certified to teach in the same field. The order of preference for retention among or between employees with the same length of continuous service, certified to teach in the same field, and equally qualified for retention, will be determined by lot.

15.022 Factors other than Seniority

Exceptions to preference for retention based on length of continuous service may be made to insure the retention of particular skills that are needed, to comply with state and federal laws relating to employment matters, and to insure continued performance of supplemental duty assignments performed in the past by employees with less continuous service. Other unusual or unanticipated situations also may warrant taking factors other than length of continuous service into account in determining preference for retention.

15.023 Measuring Length of Service

For the purpose of determining preference for retention, length of continuous service in employment with the School District will be measured on the basis of the length of actual uninterrupted service without regard to the particular number of hours or days worked by employees during the period of service. Length of continuous service will not be interrupted or affected by authorized leaves of absence with pay or authorized leaves of absence without pay for illness or disability, including pregnancy. Leaves of absence without pay other than for illness or disability, including pregnancy, will result in a proportionate decrease in length of continuous service. The continuous service of an employee who has returned to employment following resignation or other termination of employment will be measured from the date of return.

16.0 HOURS OF EMPLOYMENT

16.01 The teachers' school year shall consist of 190 days of service, 38 weeks, in accordance with the official school calendar. Librarians are to work the same year as teachers with libraries opening the first day of school and closing the last day of school.

16.011 The normal work day at school for teachers is 8:15 a.m. to 3:45 p.m., except that if the District proposes a modification of the starting and ending time, such hours may be shifted only if agreed by the individual teacher.

16.012 The normal work day for middle school and high school librarians is 8:15 a.m. to 4:15 p.m., or such other time as the principal of each school shall determine so long as the length of the normal day does not exceed 8 hours. The normal work day for elementary librarians is 8:15 a.m. to 3:45 p.m.

The librarians' hours at each school shall be arranged with the principal of the school so that by staggered hours or by otherwise, the libraries will be open for the necessary period of time which, at the secondary schools shall be from 8:00 a.m. to 4:30 p.m.

16.013 For employees on a 200 day contract, the normal work day is 8:00 a.m. to 4:30 p.m., or a comparable number of hours at a starting and quitting time as designated by the supervisor in charge.

The High School Athletic Guidance Liaison/Testing and Survey Coordination Counselor shall be permitted up to 12 days of compensatory time within a July 1 to June 30th fiscal year for job duties performed outside the adopted school calendar. Compensatory time shall be defined as time off work allocated to an employee to offset in equal amounts time worked beyond the normal work day and/or time worked during days which are not work days within the adopted school calendar. The Athletic Guidance Liaison/Testing and Survey Coordination Counselor shall maintain a log of time worked beyond the normal work day and shall notify his/her immediate supervisor at least twenty-four hours in advance of her/his intention to use a compensatory day or days during the school year. Such use of compensatory days shall not require reporting to the Automated Substitute Management System.

By way of example, if the Athletic Guidance Liaison/Testing and Survey Coordination Counselor works six days during the month of July in order to perform job duties he/she may opt to use six days of compensatory time the following March as time off work.

16.014 Teacher assignments in the high school generally shall not have more than three preparations daily.

Teacher assignments in the middle schools generally shall not have more than three preparations daily. Assignments where no academic credit is given shall not be considered a preparation. This paragraph will become effective with the 1986-87 school year.

A teacher whose teaching assignment requires travel between buildings shall be paid mileage at the IRS rate that is in effect as of July 1 prior to the beginning of the school year.

16.015 Elementary School Staggered Lunch

Effective for the 1989-90 school year, there will be a staggered lunch period in all eight elementary schools. The staggered elementary lunch period shall be operated on an experimental basis, shall be reviewed and examined during the school year, and at the end of the school year, and shall continue to be negotiable. If any alteration is proposed to the 1988-89 or 1989-90 elementary school lunch programs, the Board and the Union shall negotiate. Continuation of the 1988-89 or 1989-90 plans does not require negotiation.

16.016 Nurses re-assigned to service school buildings other than their regular assigned school buildings shall not extend the normal 8:00 a.m. to 4:30 p.m. work day of school nurses, nor shall such re-assignments interfere with the regular lunch hour of school nurses.

16.02 The designation of a normal workday should not be construed as the expected maximum. The maximum length of the work day for all employees is determined by the professional requirements of the job.

16.03 This agreement covers the total compensation to the staff member for the discharge of his or her total responsibility to the community-school, including regular and special assignments by the principal in the equalization of load. Examples are: in-service meeting, curriculum committees, athletic time, etc.

16.04 Teachers new to the school system shall serve five additional days prior to the beginning of their contract for the purpose of orientation and workshop activities. Teachers on a two hundred (200) day contract new to the school system will start five days prior to the commencement of orientation and workshop activities.

16.05 Meetings

16.051 Staff Meetings - Required school meetings of the entire school staff shall not exceed twelve per year. These can include one system-wide opening day meeting, one building opening day meeting, one building meeting during the professional closing days in June, and one school faculty meeting each month, September through May. Secondary meetings shall dismiss by 4:00 p.m. and elementary meetings shall dismiss by 4:15 p.m. Some elementary school staffs desire to meet from noon to 12:50 p.m. Some elementary school staffs desire to meet instead from 8:00 a.m. to 8:45 a.m. on a weekly basis. All such plans, that have the mutual agreement and consensus of the building faculty and administration and do not seriously violate the 8:15 a.m. to 3:45 p.m. normal day, are allowable. The school administration may, in addition to the above, hold, during the school day, two more meetings per year.

Nothing in this section shall be construed to prevent the building administrator from calling emergency meetings for genuine emergency purposes in addition to the above.

The required school staff meeting is held for the express purpose of receiving instructions from the principal as well as for an interchange of ideas among all members of the staff for the purpose of evaluating and improving the school environment. Required staff meetings may not be used for sales and "promotional pitches" including such groups as United Appeal, volunteer agencies, specialized education sales, insurance, etc. An outside speaker, at a staff meeting to explain a fringe benefit of this Agreement, must have consent of both the building principal and the building Union representative.

The Union building representative shall have the sole right during faculty meetings to present a report on both Union and Administration concerns. The time used by the Union shall be reasonable and one-sixth of the meeting time (10 minutes per 60 minutes of meetings) shall be considered to be reasonable.

16.052 Departmental and Grade Level Meetings - Departmental and grade level meetings shall be scheduled within the 8:15 a.m. to 3:45 p.m. normal day.

16.053 Teacher Conferences with Community Agencies - There are times when teachers are called to meetings with outside consultants, psychologists, Pupil Services Department personnel, school social workers and the like. Because teachers are not obligated to attend meetings beyond the 8:15 a.m. to 3:45 p.m. normal day, scheduling of such meetings that involve participation of representatives from other professions and other community agencies shall be determined by mutual consent of all parties involved.

Substitutes, upon the request of the Director of Human Resources or the Building Principal, shall be made available by the Human Resources Department to release teachers for these meetings.

16.054 In-Service Training Courses - All in-service training courses, except as provided below, shall be voluntary and compensated pursuant to one or more of the following alternatives as offered by the Board:

1. An hourly rate of \$21.00 per hour effective 11/25/2008; or
2. One CEU for each 10 contact hours; or
3. Graduate credit if offered by an accredited college or university; or
4. One-half credit for salary purposes for every nine contact hours or any fraction thereof.

In-service training held on days when students are scheduled to be in attendance must be held between 8:15 a.m. and 3:45 p.m., must be divided into morning and afternoon sessions of equal length, and must provide a lunch break of not less than one-and-one quarter hours.

In addition to the above, the Superintendent, or designee, may declare mandatory in-service of less than half days. No teacher may be required to attend more than four mandatory hours per year of this additional in-service.

Members of the bargaining unit who are presenters or facilitators at district approved in-service training courses shall be compensated at the rate of \$21.00 per hour effective 11/25/2008 for pre-approved preparation and \$34.00 per hour effective 11/25/2008 for presentation when these activities occur outside normal working hours.

16.055 Curriculum Night/Daytime Open House

In the event that a teacher is absent from Curriculum Night, 1.0 sick leave or personal leave will be charged against his/her balance.

16.056 Extra-Curricular Activities - Participation in extra curricular activities is voluntary. Both the Union and Administration encourage teachers to participate in such activities as their time and interests permit.

16.057 PTA Meetings - All such meetings are voluntary. Teachers with evening responsibilities that preclude their attendance at these meetings may be absent. The Administration and Union wish to make the general statement that these meetings are an important avenue through which the professional staff can interpret constructively the schools' program to the community, and we jointly recommend that teachers try to attend.

16.058 Evening Parent/Guardian Conferences

Evening parent/guardian conferences are for the purposes of staff and parents/guardians communicating about the academic progress of the child. When such evening conferences occur bargaining unit members shall receive compensatory time for the time allotted for evening conferences.

In the event that a teacher is absent from the evening conference session, 1.0 sick leave or personal leave will be charged against his/her balance.

The scheduling of evening conferences and compensatory time shall be by mutual agreement by the Board and Union.

17.0 HOLIDAYS

Full salary is allowed all employees on annual contract for legal holidays falling upon the regular work days with the following qualifications:

When a legal holiday falls on a day on which an employee is absent because of illness, the absence shall not be counted against sick leave and salary shall be allowed.

When a legal holiday comes immediately at the end of a period of absence for which salary is allowed it shall not be counted as part of the absence, provided the teacher resumes his/her duties on the next regular school day.

When a legal holiday falls within a period of absence for which no salary is allowed, then no salary shall be allowed for the holiday.

When a legal holiday falls on a Sunday, the following Monday shall be observed, provided the holiday officially is declared as a national holiday.

Legal holiday in this section shall be interpreted to mean July 4th (Independence Day), plus the holidays noted in the Board of Education's approved School Calendar.