

ARTICLES OF AGREEMENT
BETWEEN THE
ZANESVILLE EDUCATION ASSOCIATION
AND THE
BOARD OF EDUCATION
OF
ZANESVILLE CITY SCHOOLS
ZANESVILLE, OHIO

EFFECTIVE

August 1, 2010 to July 31, 2013

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JOINT EDUCATIONAL PHILOSOPHY

Recognizing that it is the paramount aim of this school district to provide a quality education for the children of Zanesville,

We do hereby declare that:

The Board of Education, under law, has the final responsibility for:

1. Establishing policies for the district except as limited by this agreement.
2. The Superintendent and his staff have the responsibility for carrying out the policies established.
3. The principals of the school system hold the responsibility for the professional leadership of the several schools, coordinating the activities within the buildings in such a manner that a modern, exemplary educational program is maintained.
4. The professional teaching personnel have the ultimate responsibility for providing the best possible education in the classroom.

Article I **Recognition**

- 1.1 A. The Board of Education, Zanesville City School District, hereinafter "Board", hereby recognizes the Zanesville Education Association, OEA/NEA-Local, hereafter the "Association"/"Union", as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117, Ohio Revised code, for all professional, non-supervisory personnel. The bargaining unit shall include all:
 1. Full or part-time classroom bargaining unit members (Pre-school - 12, adult, special, vocational, and auxiliary services)
 - a. Full-time: An employee who is employed to perform a full day's work as defined in Article VI for a minimum of 120 days or more in a work year.
 - b. Part-time regular: An employee who works less than a full day's and/or full week's work as defined in Article VI on a pro rata basis.
 2. Guidance counselors
 3. Speech therapists
 4. Library Media Specialists
 5. Media and program specialists
 6. School nurses
 7. L.D. Tutors
 8. Certificated/Licensed In-School Suspension (ISS) Teacher
- B. For the purpose of this article, "administrative personnel" shall be any employee hired under an administrative contract pursuant to 3319.01, 3319.02 and 3319.04 of the Ohio Revised Code. All "administrative personnel" and the following positions shall be specifically excluded from the bargaining unit:

1. Psychologists
2. Non-Certificated Personnel
3. Certificated Educational Aides
4. Substitutes
5. Attendance Officer
6. Volunteer Coordinator

- 1.2 The employer recognizes that the Union representation will include any newly created professional position requiring non-administrative certification in accordance with Section 4117 of the Ohio Revised Code.

Article II

Negotiation Procedure

- 2.1 The recognition expressed in Article I constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding matters related to terms and conditions of employment for members of the bargaining unit.

2.2 **Good Faith Negotiations**

Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or to give reasons as to why the proposal is not acceptable. Good faith requires both parties to recognize negotiations as a shared process for the purpose of attaining agreement.

2.3 **Procedure for Conducting Negotiations**

A. **Parties**

Negotiations shall be conducted between authorized representatives of the Board and Association in private session. Said representatives will be known as the negotiation teams. Each party shall be responsible for the selection of its team and shall give its team necessary authority to negotiate in good faith as previously defined. Either team may call upon the use of lay or professional consultants to assist in negotiations. Any expense incurred through the use of consultants shall be borne by the requesting party.

B. **Initiating Negotiations**

To initiate negotiations, a letter shall be submitted by either the President of the Association to the President of the Board, or by the President of the Board to the President of the Association at least ninety (90) days prior to the termination of the Agreement. A copy shall be sent to the SERB in keeping with 4117.14 of the ORC. Said letter shall set forth the purpose for opening negotiations and call for an initial meeting to exchange packages. The first session shall be within thirty (30) days of actual receipt of the letter. Items may be placed on the agenda after the first session upon mutual agreement of both teams. Following the initial meeting, additional sessions will be arranged at mutually agreed upon times until all issues are resolved.

2.4 **Caucus**

The spokesperson of either group may recess his/her group for independent caucus at any time. Each caucus will not exceed thirty (30) minutes, unless mutually agreed upon.

2.5 News Releases

While negotiations are in process, neither party will make any news release to the media or general public prior to disagreement. Thereafter, any news release prepared for the media or general public shall have a copy given to the other party.

2.6 Censor

No reprisals of any kind will be taken by the Board or Association against any person because of his/her participation in the negotiations procedure.

2.7 Information Exchange

Both parties agree to provide to the other requested information pertinent to the issues being negotiated. At any time prior to and during negotiations, either party may request from the other such information as necessary to develop full and complete negotiations proposals. Access to available information in such form as it exists constitutes compliance with this provision. Such information shall be provided within ten (10) working days.

2.8 Reaching Agreement

As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by representatives of both teams indicating tentative agreement. When all items under consideration have been resolved, the Agreement shall be submitted to the Association for their consideration. After ratification by the Association, it shall be submitted to the Board for their consideration at the next regular or special meeting. Both parties agree to abide by the terms and conditions so stated. After ratification by the Association and approval by the Board, the Agreement shall be signed within thirty (30) days or the non-signator will be presumed to have waived signature. The Association will be responsible to advise its members on the terms and conditions of the issues agreed to, as set forth in the Agreement.

2.9 Mediation - Alternative Dispute Settlement Procedure

In the event an agreement is not reached through negotiations after full consideration of proposals and counter proposals, either team may declare impasse. Both parties shall request services of the Federal Mediation and Conciliation Service. In the event that agreement is not reached through mediation by the expiration date of the Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

Article III
Rights of the Board of Education

3.1 The board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State and of the United States.

3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of this Agreement and then only to the extent such limitations expressed herein are in conformity with the Constitution and the provisions of the laws of the State and the Constitution and laws of the United States.

3.3 Criminal Background Check

The Board shall conduct a criminal records check of prospective new employees in the manner prescribed by law. A new employee shall be considered conditionally employed until the results of the criminal records check are received. If the new employee has been convicted of or pled guilty to any of the offenses listed in Section 3319.39, Revised Code, he/she shall be immediately notified by the Superintendent that his/her employment is terminated. The employee in this situation shall not be entitled to any further due process from the administration or the Board. The President of the Association will also be notified of the Board's action.

Article IV

Rights of the Bargaining Unit Members

4.1 The bargaining unit members hereby retain and reserve unto themselves, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in them by the law and the Constitution of the State and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To participate in activities in the Association such as professional negotiations with the Board and to serve as an officer or representative of the Association. No reprisals of any kind nor any discriminatory actions shall be taken with respect to the terms or conditions of employment of any bargaining unit member or officer or representative in exercising the above rights. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.
- B. To receive prior notification and reasons for any administrative conference and to have the privilege of obtaining representation in any disciplinary conference for the benefit of all parties concerned.
- C. To initiate grievances and/or proceedings under this Agreement with respect to written terms or conditions of employment as outlined by this Agreement.
- D. Only a single personnel file will be kept on an individual bargaining unit member and any material that goes into the file must be signed by the initiating administrator and further will be offered to the teacher for signing. Any information being added requires notification of the bargaining unit member whose file is being updated. If the bargaining unit member disputes the accuracy, relevance, timeliness, or completeness of information maintained on him/her in the file, he/she may request that the Board investigate the current status of the information within a reasonable time of receiving the request. The Board or its designee must make a reasonable investigation to determine if the disputed information complies with the provisions of this Agreement, Board policy, or Ohio Revised Code. The bargaining unit member shall have the right to add rebuttal or request a hearing with the Board on any material in this file that he deems incorrect or incomplete. The Board further agrees that any bargaining unit member will have full and complete access to any file being maintained on them. After one year from the date that any disciplinary materials are placed into a teacher's file, a teacher may request a review of that information. It is the prerogative of the

Superintendent to determine upon such review whether or not the information should be expunged.

- E. To invoke assistance of the Association and its affiliates.
- F. To his own personal and private life which shall have no bearing on his being hired or continued employment, unless it adversely affects his performance in the classroom.
- G. To the assurance that the evaluation of student performance is the responsibility of the bargaining unit member. No change in any grade or test score assigned a student may be made without the prior consent of the bargaining unit member who assigned the grade or score, unless such grades or scores can be shown to be arbitrary or capricious.
- H. To the ownership of all instructional materials, methods, lesson plans or other creative written work which is created, designed and copyrighted by the bargaining unit member shall remain the property of the bargaining unit member.

4.2. Academic Freedom

- A. Academic freedom may be defined as the right to qualified scholars in their own field of expertise to pursue the search for truth in its many forms, and to make public their methods and findings. Bargaining unit members should keep in mind that academic freedom is not a guaranteed political right, but rather a necessary condition for the successful practice of the academic profession in a free society.
- B. However, the application of the principle of academic freedom at the elementary-secondary school level involves considerations that are not always equally present in a college or university setting. The bargaining unit members should take into account the relative immaturity of their students, and the need for guidance and help in studying the issues and arriving at balanced views.
- C. While the Board intends to protect bargaining unit members from any censorship or restraint that interferes with their obligation to pursue truth in fulfilling their classroom duties, it also expects that controversial issues will be presented in a fair and unbiased manner, and that the maturity and intellectual grasp of students will be taken into account.

- 4.3 No reprisals of any kind or discriminatory actions shall be taken with respect to terms or conditions of employment of any bargaining unit member exercising the above rights.

4.4 Payroll Deductions

- A. Payroll deductions, other than dues and fair share fees covered elsewhere in this Agreement, shall be made for the following purposes:
 - 1. Credit Union/Banks
 - 2. Political Contributions
 - 3. Savings Bonds
 - 4. United Way
 - 5. Academic Fund
 - 6. ZEA Scholarship Fund

- B. Such deductions shall be made each pay period and may be changed, added, or dropped at any time. Such changes, additions, or deletions will be turned into the Treasurer's office and will become effective within two (2) pay periods.

- C. Tax Sheltered Annuities

- 1. Payroll deductions for tax sheltered annuities or other tax sheltered plans shall be made each pay period per month, and may be changed, added or dropped at any time subject to IRS regulations. This deduction shall be an amount that can be divided into twenty-six (26) pays in equal dollars, no cents, i.e., \$50.00 per pay, etc. These changes, additions or deletions will need to be into the Treasurer's office or payroll department at least two (2) weeks before the effective pay date.
 - 2. A minimum participation by five (5) bargaining unit members is required to continue any annuity payroll deduction, except for those annuity plans in effect as of May 20, 1987, for current bargaining unit members. New plans must have a minimum of fifteen (15) participants.

- D. Direct Bank Deposit

For bargaining unit members employed prior to July 1, 2004, electronic transfers (direct deposit) of their pay is available if notification is made to the Treasurer's office in writing. A bargaining unit member may elect, in writing, to revoke such transfer at any time. Direct deposit via electronic transfer shall be mandatory for all bargaining unit members hired after July 1, 2004. For members utilizing direct deposit, transfers shall be made each pay period and may be added or modified no more than (6) six times a year.

A bargaining unit member's salary shall be paid by electronic transfer to a bank, credit union, brokerage firm, or savings and loan institution of the bargaining unit member's choosing. Appropriate application forms are available in the office of the Treasurer.

- 4.5 Replacement Checks

Bargaining unit members whose regular paycheck has been lost, destroyed, or otherwise misplaced may receive a replacement check at no charge upon providing a signed affidavit.

- 4.6 Admission to School Activities

- A. Each bargaining unit member shall present his or her school ID badge in order to be admitted, along with one other person, to all Zanesville City School sponsored activities.
 - B. An employee ID badge will enable a bargaining unit member to purchase season football and basketball tickets for the difference in price between general admission and reserved.
 - C. Persons charged with the responsibility for the administration of school-sponsored activities may require bargaining unit members to secure such tickets at a pre-designated time and place and with the cooperation of the Association building representatives.
 - D. Upon retirement all employees will be eligible to receive one general admission pass to all Zanesville City Schools sponsored activities.

4.7 Summer School/Extended Programs - Employment

- A. When hiring employees for the summer school/extended programs, first consideration will be given to those teachers who were employed the previous year as summer school instructors. Bargaining unit members applying for summer school and extended programs employment shall be selected using the following criteria in the priority listed:
 - 1. Properly certified;
 - 2. Years teaching experience in subject area and/or grade level in the system;
 - 3. Degree;
 - 4. Total teaching experience.
 - 5. Training required by Federal Grants/Other Funding Sources
(Including but not limited to: First Aide; Prevention, Recognition and Management of Communicable Diseases; Child Abuse – Recognition and Prevention; and CPR. Training must be provided by approved health organizations/trainers and updated as required by ODE and/or applicable law.)
- B. Summer school intervention courses and extended programs will be paid according to amounts stipulated in the grants.

4.8 Complaint Procedure

- A. The administration may commence an investigation as to the authenticity of any information related to a complaint from a member of the general public. No such complaint will be placed in any personnel file of a certified member unless:
 - 1. A conference was held including the complainant, the bargaining unit staff member, and the principal or immediate supervisor of the bargaining unit member.
 - 2. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initialed by the bargaining unit member. Such initialing shall not be construed as agreeing with the document, but only that the bargaining unit member received a copy of the document.
 - 3. In the event a record of the conference held between the complainant, bargaining unit member and immediate supervisor is filed in the bargaining unit member's personnel file, the certified bargaining unit member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file. Such rebuttal must be filed within ten (10) working days from the date notice is given to the staff member.
- B. Complaints will be advanced through the administration with attempts of resolution at the lowest possible level. No complaint regarding a bargaining unit member will be considered by the Board unless the procedure outlined above has been followed. Should the complaint not be resolved at the conclusion of the administrative complaint procedure and the complainant desires Board consideration of the complaint, then the following procedure shall be implemented:
 - 1. Complainant shall notify the Superintendent in writing of his/her request for Board consideration of the complaint at the next regular Board meeting.

2. Notice of the Board consideration of the complaint will be given to the bargaining unit member involved by means of registered mail at least five (5) working days prior to the Board meeting. Notice will be mailed to the last registered address of the bargaining unit member filed with the Board.
3. The complaint shall be heard by the Board in executive session. The bargaining unit member will be allowed to attend the executive session and will be allowed to have one (1) representative accompany him/her to the meeting.
4. The Board may excuse all interested parties from the executive session for private consideration of the matter.
5. Resolution by Board action will become a part of the bargaining unit member's file, and the bargaining unit member shall receive a copy of the action. The bargaining unit member may attach an opinion or statement to the filed complaint within ten (10) working days of the bargaining unit member's receipt of the Board action.

C. A certified staff member is entitled to representation at all levels of this procedure.

D. A copy of the Zanesville City Schools Procedures for Implementation of Policies Relating to Equal Education Opportunities will be posted in each building at the beginning of each school year and at any time thereafter when changes in the procedures have been made.

4.9 Job Description

The Board will notify the Association of any changes in current job descriptions or the creation of new job descriptions for position within the bargaining unit. The Board shall provide online computer access to all job descriptions for bargaining unit positions and supplemental positions.

4.10 Chronic Communicable Diseases

No bargaining unit member shall be deprived of any legal rights or rights under this Agreement as a result of a chronic communicable disease.

4.11 Classroom Visitation

Classroom visitation will be governed by Board policy 9150, as revised on March 16, 1989. The building principal will arrange the visitation with the bargaining unit member. When any school approved committee member wishes to visit a classroom, the bargaining unit member shall be given notice on or before the previous school day.

4.12 Special Inoculations

The Board will negotiate with the Association concerning the cost of any inoculations that bargaining unit members may be required to take.

4.13 County Board Employees

All rights and privileges included in the ZEA Articles of Agreement will apply to those Muskingum Valley Educational Service Center employees who are presently assigned to the Zanesville City Schools. This includes the provision that the Muskingum Valley Educational Service Center pay to the employees the difference in cost between the insurance coverage

provided by the Zanesville Board of Education and the coverage provided by the Muskingum Valley Educational Service Center.

4.14 Seniority

- A. Seniority shall be determined by an employee's continuous length of service within the bargaining unit from his/her date of hire.
- B. Employees who leave the employ of the District and are re-hired shall begin their seniority when they are re-hired, and any previously accrued seniority as a bargaining unit member in the District shall not count.
- C. Bargaining unit members who transfer to, or are hired into non-bargaining unit positions within the District, and then return to the bargaining unit shall begin accruing their seniority on the date the Board takes action to transfer them, or re-hire them back into the bargaining unit. Any previously accrued seniority as a bargaining unit member within the District, or time spent in the employ of the District as a non-bargaining unit member, shall not count.
- D. Should two or more individuals be hired into bargaining unit positions at the same Board meeting, then the Board shall determine who is more senior by drawing their names out of a container. The first name drawn shall be considered the most senior, and each subsequent name drawn shall be considered less senior than the previous name drawn. A representative of the Zanesville Education Association, and any affected bargaining unit members, shall be notified of the drawing and be permitted to be present when the Board takes action to determine seniority in this manner.

Article V
Rights of the Association

- 5.1 The Board specifically recognizes the right of the Association to invoke assistance of the Ohio Education Association (OEA) or the National Education Association (NEA).
- 5.2 The Board and the Association will make available on request to each other any and all information, statistics, and records (excluding bargaining unit member personnel records) which either may deem relevant to negotiations, or necessary for the proper enforcement of the Agreement. Privileged information, such as confidential credentials are specifically exempted from review or those items excluded under state or federal privacy acts. When the Association makes such request the Board shall provide said documents within ten (10) business days when the Board offices are open.
- 5.3 Association members shall have the right to have their dues deducted in twenty-three (23) equal payments. Deduction information must be submitted to the treasurer's office by September 15. Dues deduction will begin with the second pay in October.
- 5.4 Whenever the Board has reached a tentative conclusion to request additional tax millage from the community, it will give notice to the Association Executive Committee of the fact.
- 5.5 The principal and the Association-Principal Advisory Committee of each school shall meet at the request of any member to discuss school-related matters and/or the implementation of the Agreement. Each committee shall consist of the building principal and up to seven (7)

bargaining unit members. Faculty representatives on this committee may volunteer but shall not be required to serve on any other committee. A function of this committee shall be to conduct an annual building evaluation. The annual building evaluation will be conducted as follows:

- A. The evaluation criteria shall be agreed upon by the whole committee. If a consensus is not reached (i.e., majority support) on an item, then such item shall not be a part of the evaluation.
 - B. The agreed-to evaluation criteria will be disseminated by the building principal to the staff.
 - C. Evaluations will be returned to a person(s) designated by the committee after they are completed by staff.
 - D. All completed evaluations will be reviewed by the entire committee.
 - E. A person designated by the committee will prepare a summation of the evaluations for committee review.
 - F. The committee-prepared summation will be presented to the staff at a faculty meeting by a person(s) selected by the committee prior to the closing of school in the spring of that particular academic year.
- 5.6 The Association President or designee shall be given the opportunity to address the Board at all meetings.
- 5.7 The Association shall be given a place on the agenda of building faculty meetings for brief reports and announcements.
- 5.8 The Association shall have the right to utilize school courier for Association business.
- 5.9 The Association shall have the right to schedule meetings on school property when not in conflict with previously scheduled activities.
- 5.10 One copy for each school plus three additional copies of the Board agenda shall be provided to the president of the Association at the same time it is provided to members of the Board. In addition, the Board agenda will be put up on the Zanesville City Schools web site prior to each Board meeting. All bargaining unit members shall be electronically notified that the Board agenda has been posted on the web site. A copy of the minutes of each Board meeting shall be provided for the president of the Association or designee free of charge. Supporting material that is provided to the Board at the time the Board agenda is sent shall also be provided to the Association president, provided such supporting material constitutes a public record under the laws of the State of Ohio.
- 5.11 The Association building representative or his/her designee may use school office equipment and/or audio-visual equipment for Association business when such equipment is not in use.
- 5.12 An Association-Superintendent Advisory Committee shall be formed. The committee shall meet at the request of the Association president or Superintendent to discuss school-related matters, such as school calendar, and/or the implementation of this Agreement. An equal number of members shall be appointed by the Superintendent and the president of the

Association, that number to be agreed to cooperatively between the Superintendent and the Association's president.

- 5.13 Membership in the Association will be offered on a continuing basis, with those bargaining unit members wishing to discontinue their membership notifying the treasurer and the Association in writing by September 15 of the year they wish to disaffiliate.
- 5.14 The Board agrees to automatic payroll deductions of a fair share fee as a condition of employment, of an amount not to exceed the total dues of the Association from the pay of all members of the bargaining unit who elect not to become members of the Association, or who elect not to remain members.
- A. The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off 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.
 - B. Payroll deduction of fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after January 1 until sixty (60) days subsequent to initial employment.
 - C. Dues, rates, and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Members of the bargaining unit whose employment commences after the starting date of each year shall have their dues, rates, and fair share fee rates pro-rated for the remainder of the initial year of employment.
 - D. Procedure for Rebate
 - 1. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
 - 2. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio 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 Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
 - E. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
 - F. The Board will supply the Association with a list of all employees for whom fair share fees are being deducted and will keep this list up to date.
 - G. Indemnification

The Association agrees to indemnify the Board for any cost or liability as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
 2. The Association shall reserve the right to designate counsel to represent and defend the employer.
 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a part if it so desires, and/or (3) to not oppose to Association or its affiliates application to file briefs amicus curiae in the action.
 4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.
- 5.15 No reprisals of any kind nor any discriminatory actions shall be taken with respect to the terms or conditions or employment of any bargaining unit member or officer or representative in exercising the above rights. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.
- 5.16 District-wide professional development for the general staff held in the Zanesville City School district shall be developed by the Professional Development Committee consisting of core team leaders from each building, three (3) administrators, and the Director of Instructional Services.

Article VI

Leaves

- 6.1 Sick Leave
- A. Fifteen (15) days sick leave shall be credited annually, as earned, to each bargaining unit member. Bargaining unit members shall be advanced ten (10) days sick leave at the beginning of a contract year. Leaves shall not be granted for less than one-half (½) day units.
 - B. If an emergency day is called during a bargaining unit member's sick leave period, that bargaining unit member will not be charged with a sick day.
 - C. The total portion of the annual sick leave allowance shall be permitted to accumulate to 272 days in 2006-2007.
 1. No bargaining unit member shall forfeit accumulated days during approved leaves of absence.
 2. Sick leave accumulated prior to leaves of absence shall be credited upon return.

3. Bargaining unit members who have been approved for disability retirement by STRS shall cease to accrue and accumulate any additional sick leave.
- D. Annual accumulated sick leave days shall be used for: personal illness, pregnancy, adoption, illness in the family, impending death in the family, death in the family, or exposure to contagious diseases. All bargaining unit members may use their accumulated sick leave allowance as of the first day of their employment year even though they have not been able to report for duty on that day.
1. The term "family" shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, immediate relative-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, or a person living in the same household regularly.
 2. Any bargaining unit member whose personal illness extends beyond the termination of his accumulated sick leave will, at his written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed two years.
 3. Bargaining unit members shall file with the building principal the absentee report for which payment of salary is claimed. (See Appendix for copy of form.)
 4. Bargaining unit members who become pregnant shall file with the building principal the pregnancy leave request form detailing the period of absence. (See Appendix for copy of form.)
 5. In the case of adoption, thirty (30) days shall be granted. Adoption leave shall commence with the official date of obtaining custody or prior to receiving custody if necessary in order to fulfill the requirements of adoption. If both parents are employees, said leave shall be granted to only one parent at a time, except in the case of fulfilling adoption requirements prior to obtaining custody. Such days of absence shall be deducted from the bargaining unit member's sick leave days.
 6. Bargaining unit members may apply to the Superintendent to use sick leave in the event of a personal catastrophe.
- E. When a bargaining unit member has completed an entire year with perfect attendance, a certificate of perfect attendance shall be awarded and a copy of the certificate placed in the bargaining unit member's personnel file with the bargaining unit member's evaluation. Professional, Association, Public Service and Assault leave days will not be counted as missed days.
- F. Each bargaining unit member who has completed ninety (90) days as a full-time employee will receive a premium for the non-use or limitation of use of sick leave as follows:

<u>Total Days Used</u>	<u>Premium</u>
0	\$300
1	\$150
2	\$ 75

The premium will be paid with the second pay in June or as soon thereafter as possible.

G. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the SBC.

Members may enroll in the Sick Leave Bank during the month of October of each school year.

Upon enrollment, a member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws provided the member has met the requirements of Section 2a. below. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

1. The Sick Leave Bank Committee shall be composed as follows:
 - a. The Superintendent or his designee.
 - b. Four members appointed by the ZEA president.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the treasurer.

Decisions of the SBC are final.

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the Association and the Board.

2. General Provisions

- a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank that year. In order to be able to contribute to the bank, a member must have one sick leave or personal day accumulated on September 30th.
- b. Allotments will be limited to use for personal illness and serious illness in the family. A doctor's statement is required with the application in order for the request to be considered.
- c. An application will be considered only after a member has used all of his/her accumulated sick days, available sick day advances, and available personal leave days.

- d. Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.
- e. Once qualified to receive an allotment from the Bank, the maximum number of days a member may receive from the Sick Leave Bank shall not exceed the annual number of work days. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a member has no accumulated sick days. Members may file an extension as deemed necessary by the bank.
- f. Allotments from the Sick Leave Bank will be made only for absences under a member's normal teacher contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.
- g. Days may not be received from the Bank for absences due to childbirth (natural or cesarean section). Utilization of the Sick Leave Bank for complications arising from pregnancy or childbirth may be authorized by the SBC.
- h. Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers' Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.
- i. Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.
- j. Retirees
Re-hired retired teachers will not be eligible to participate in the Sick Leave Bank.
- k. First-year teachers who are members of the sick leave bank are eligible to receive up to a maximum of sixty (60) days from the bank.

6.2 Personal Leave

- A. All full time bargaining unit members shall be allowed three (3) days of unrestricted absence during each school year without loss of salary to attend to affairs of a personal nature. Said days cannot be used on a day prior to or immediately after a holiday or recess. When personal leave is requested on a day prior to or immediately after a holiday or a recess, additional information must be provided to the Superintendent as requested on the form. Leave shall not be granted for less than one-half ($\frac{1}{2}$) day units. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. The Superintendent's decision is final. (See Appendix for copy of form.)
- B. Notification for personal leave should, except in the case of emergencies, be made to the immediate supervisor, principal, or administrative assistant at least forty-eight (48) hours prior to such leave.
- C. All unused personal leave days shall be credited to each bargaining unit member's accumulated sick leave days annually.
- D. Emergency Personal Leave will be granted with no advance notice or retroactively when circumstances make such notice impossible.

6.3 Professional Leave

- A. Bargaining unit members shall be allowed days of absence during each school year without loss of salary for the purpose of professional development when approved by the Superintendent. Leave shall not be granted to a bargaining unit member for an event that is not related to their teaching assignment, or to their supplemental position. Leaves shall not be granted for less than half-day units. Such days of absence shall not be deducted from the bargaining unit member's sick leave days. A written professional leave request form must be submitted by the bargaining unit member applying for professional leave together with supporting evidence and should be submitted prior to the Board meeting. (See Appendix for copy of form.)
- B. Notification for professional leave should be made to the immediate supervisor, principal, or administrative assistant.
- C. The Board will if provided with receipts showing individual purchases reimburse meal expenditures up to the following amounts:

Breakfast:	\$8.00
Lunch:	\$12.00
Dinner:	\$20.00

Notwithstanding the above rates, individuals may also eat less than three (3) meals per day and will be reimbursed up to a total of forty dollars (\$40.00) for the day provided they have receipts for such meal(s). Alcoholic beverages of any type are not permitted to be reimbursed. In-state breakfast and dinners will only be reimbursed if the activity requires the bargaining unit member to be away from home at such normal meal times.

6.4 Association Leave

A bargaining unit member who is an official of the Association may be released with pay to attend Association professional meetings. A maximum of twenty-six (26) days per year will be allowed for such purposes. Such days shall not be deducted from a bargaining unit member's sick or personal leave. Application for the leave shall be submitted to the Superintendent at least five (5) work days in advance of the day for which released time is requested. The Superintendent may waive this requirement in an emergency. Any expenses incurred other than the cost of the substitute shall be the responsibility of the unit member. Association members may attend non-bargaining and non-governance meetings of OEA, (i.e., IPD conferences) by making requests through the normal professional leave procedures. (See Appendix for copy of form.)

6.5 Public Service Leave

Public Service Leave shall be granted to a bargaining unit member reporting for jury duty or when duly subpoenaed to testify in court in a matter in which the bargaining unit member's interest is not adverse to the Board of Education's interest. If a salary is paid for this public service, this money will be turned over to the treasurer and a regular salary check will be issued to the bargaining unit member.

6.6 Assault Leave

Assault leave shall be granted to a bargaining unit member who is absent due to the inability to perform his contractual duties resulting from an assault by an adult or by a student which occurs in performance of his contractual duties. Said assault leave shall commence at the time of injury. The Board agrees to pay the bargaining unit member full salary until Workers'

Compensation arrives and after that will pay the difference in salary for forty (40) days, at which time the extent of disability will be reviewed for recommendation for full salary arrangements. Said leave shall not be charged against either sick leave or personal leave.

6.7 Leave of Absence

- A. Unpaid leave of absence may be granted to a veteran bargaining unit member for the following reasons:
 - 1. Professional travel
 - 2. Exchange teaching
 - 3. Illness of member of immediate family
 - 4. Other reasons approved by the Board
- B. Unpaid leave of absence may be granted to a bargaining unit member for the following reasons:
 - 1. Child care
 - 2. Adoption
- C. A written leave of absence request form must be submitted by the bargaining unit member to the Superintendent.
- D. Duration
A leave of absence may not exceed two (2) years, during which time the Board will continue the insurance benefits, if the bargaining unit member wishes to pay the premiums.
- E. Reinstatement
The bargaining unit member will be reinstated at the beginning of the next school year in a position for which he/she is certificated at the appropriate salary and experience level on the current salary schedule. When the leave is until the end of the first semester, the bargaining unit member shall be reinstated at the beginning of the second semester to the position previously held at the appropriate salary and experience level on the current salary schedule.

6.8 Educational Leave

- A. The purpose of educational leave shall be to provide opportunity for maximal professional improvement. Educational leave shall be available to staff members for formal, full-time study at an accredited college and/or university provided the program continues and intent to return is provided to the Superintendent in writing by March 31, of the preceding year.
- B. Eligibility for educational leave shall be:
 - 1. An applicant must possess an Ohio teaching certificate and must have acquired five (5) consecutive full years of teaching in this system.
 - 2. Applicants shall not have received an educational leave during the five (5) years immediately preceding any application.
 - 3. Each applicant must agree to return to service in the Zanesville City School district immediately upon termination of educational leave and to continue in such service for a period of three (3) years, unless physical disability makes this impossible, or there is mutual agreement to the contrary. A signed agreement

shall stipulate that failure of the bargaining unit member to provide the district said service shall result in the obligation to reimburse the district the proportional part of the salary paid him while on educational leave.

4. It is understood that an application must be made to the Superintendent of schools on or before March 31. The application shall be accompanied with a plan for the use of the educational leave which shall be reviewed by the Superintendent.
- C. Provided that qualified applicants have come forth, no more than two percent (2%) of the currently employed staff will be recommended. Consideration shall be given to the following:
1. Assured eligibility.
 2. The proposed leave's potential for contributing to the Zanesville City School district and the applicant's professional growth.
 3. The applicant's prior contribution to the district and potential for future leadership.
 4. Any other pertinent factors.
- D. Compensation shall be as follows:
1. During educational leave, the bargaining unit member shall receive the difference between his salary and that of the bargaining unit member contracted to fill his position during the educational leave.
 2. While on educational leave, the Board will continue insurance benefits, if the bargaining unit member wishes to pay the premiums.
- E. Miscellaneous Provisions
1. Educational leave may be for a portion of the year, but may not exceed a full school year. It must respect grading periods.
 2. A bargaining unit member on educational leave may not deviate from the approved plan except with the written permission of the Superintendent. Any unapproved deviation may result in dismissal.
 3. Educational leave will be reviewed by the Superintendent should the grantee be placed on a probationary status by his college or university.

6.9 Family and Medical Leave

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

- 6.10 The Family and Medical Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

Article VII
Transfers and Vacancies

7.1 **Voluntary Transfers**

- A. Voluntary transfers shall be defined as bargaining unit member initiated.
- B. Bargaining unit members who desire a change in grade or subject assignment or who desire an assignment to another building shall file a written statement of desire with the Superintendent of schools not later than March 15. Such statement shall include the grade(s) and subject(s) to which the bargaining unit member desires to be assigned and the school or schools, in order of preference, to which he desires to be assigned. The original written statement shall go to the Superintendent and copies of the statement shall be given to the ZEA president and to the bargaining unit member who submitted the request. These written statements shall then be compiled into a list for use in filling assignments. A new list shall be compiled annually by March 30.
- C. If more than one bargaining unit member has applied for the same assignment, the following criteria shall be used in the priority listed to decide who shall receive the new assignment:
 - 1. Properly certificated.
 - 2. Years teaching experience in subject area in the system.
 - 3. Degree.
 - 4. Total teaching experience within the school district.

7.2 **Vacancies**

- A. All vacancies, new and existing, including administrative, guidance, and supplemental duty vacancies open due to retirement, advancement, or resignation, which occur prior to August 15, shall be published to the entire bargaining unit member staff as soon as possible. Consideration is given for filling such vacancies from the voluntary transfer list so that the presently employed certificated bargaining unit member can be aware of, apply for, and receive first consideration for such positions. Vacancies will be so listed and copies shall be provided each bargaining unit member by special mailing for tutors during summer recess. All bargaining unit members who apply for a vacancy or who have filed a letter of intent will be notified when the vacancy has been filled. If requested, the administration will meet and discuss with a staff member why he/she was unsuccessful in his/her application for a vacancy. Both parties agree that the shared information will remain confidential.
- B. The Board will not subcontract bargaining unit positions. The Board will not subcontract supplemental positions which are now being performed by bargaining unit members without first posting those positions as provided in 7.2 A., above.

7.3 **Involuntary Transfers**

- A. The Association recognizes that some involuntary transfers are unavoidable. The Board also recognizes that under normal circumstances transfers or reassignment of bargaining unit members should be held to a minimum. Before involuntary transfers are made, the bargaining unit member involved shall be interviewed by the principal and/or the Superintendent or his designee, and a rationale shall be given to the member

for the involuntary transfer. Notice of an involuntary transfer of assignment shall be given to the bargaining unit member concerned as soon as practical, and under normal circumstances not later than the last day of school.

- B. An involuntary transfer or reassignment after August 1 to be effective during the current school year will be made only after a meeting between the bargaining unit member involved and the Superintendent. Reasons for said transfer must be given at this meeting. The bargaining unit member may, at his/her option, have a representative of his/her choice present at such meeting. Any involuntary transfer after August 1 between buildings or within the same building but different classrooms shall cause the Board of Education to pay the bargaining unit member a stipend equivalent to two (2) days at the substitute rate for the purpose of preparing for the new assignment.
 - C. A bargaining unit member being involuntarily transferred or reassigned will be placed only in a position for which the bargaining unit member is certified.
- 7.4 No bargaining unit member will be transferred because of his/her activity in the Association, or because he/she has filed or signed a grievance. Any bargaining unit member asserting a claim under this or any other anti-retaliation section or clause of this contract shall be limited to either filing a grievance or unfair labor practice charge. The filing of one shall waive the bargaining unit member's right to file the other.

Article VIII

Reduction in Force

- 8.1 When by reason of decreased enrollment of pupils, return to duty of regular bargaining unit members after leaves of absence, by reason of suspension of schools or territorial changes affecting the district, or insufficient funds, a reasonable reduction of certificated staff may be made, such a reduction shall be made by suspending contracts of bargaining unit members in accordance with the provisions of this section.
- 8.2 A meeting shall be held between representatives of the Association and the Superintendent to review appropriate data and assess the need of a RIF program. If it is determined that such a reduction is justified, the procedures of this article will be reviewed between the Superintendent and the Association regarding the implementation of the RIF program.
- 8.3 Procedures for determining RIF list:
 - A. A chronological list shall be prepared of all bargaining unit members according to seniority (continuous service in the district) within all areas of certification for each bargaining unit member. All approved "leaves of absences" will be applied toward continuous service for seniority purposes. The list shall include the following information:
 - 1. Exact date of Board action for employment on a continuous basis;
 - 2. Areas of certification;
 - 3. Full-time employees shall accrue one (1) year of seniority for each year worked as determined by the minimal full-time standard as per Section 18.12 of this Agreement;

4. Part-time employees (i.e., employees less than full day) shall accrue seniority prorated against the minimal full-time standard enumerated above;
 5. Seniority shall be lost when an employee retires or resigns, is non-renewed or terminated or otherwise leaves employment of the Board;
 6. Two (2) lists will be made, one for bargaining unit members with continuing contracts and one for bargaining unit members with limited contracts. Bargaining unit members with limited contracts will be subject to reduction in force prior to any bargaining unit member with a continuing contract with the same certification.
- B. A list shall be prepared indicating the specific positions to be abolished. This list shall be given to the Zanesville Education Association President at least fifteen (15) calendar days prior to the implementation of the RIF.
 - C. A reduction in force list will be prepared by applying the following steps until all necessary reductions have been accomplished. First, the positions of bargaining unit members who have left the district because of reasons of retirement, resignations, or an approved unpaid leave of absence will not be filled. Second, the least senior certificated bargaining unit member(s) from the position(s) to be abolished will be laid-off in keeping with the certification and seniority list as set forth in Section 8.3 (A). Third, any person whose job is abolished or is displaced (bumped) as a result of the RIF will also have the right to bump a less senior employee in any area for which he/she is certified/licensed. As a result of this bumping process, when an individual is bumped and does not have enough seniority to bump another certificated bargaining unit member, then he/she will be laid-off.
 - D. Certification, continuing contract status, and system-wide seniority shall be the basis of any RIF program. Bargaining unit members on limited contract shall be considered less senior than any bargaining unit member with a continuing contract within the same area of certification. Therefore, reduction in staff shall be made by certification among limited contract personnel before any personnel with continuing contract in the same area(s) of certification are reduced. If a tie exists in seniority for those under limited contracts and, if necessary, for those under continuing contracts, the bargaining unit member with the earliest date of Board action to employ will be considered the more senior. If a tie still exists, it will be broken by a coin toss.
 - E. A bargaining unit member whose contract is suspended as a result of a RIF program shall be given written notification, by certified mail, that his/her employment will be suspended and the reason for such suspension. This notification shall occur prior to April 15, prior to the year the RIF program is to be implemented.
 - F. In accordance with Section 8.3 C in this article, a bargaining unit member may bump a less senior unit member who is in the position of In-School Suspension (ISS) teacher if one or more of the following applies to the person who is bumping into the ISS position:
 1. Holds a secondary teaching Certificate or License.
 2. Holds a teaching Certificate or License in any area and has worked with students thirteen (13) years of age and up.

8.4 Reemployment of bargaining unit members from the RIF list:

- A. All bargaining unit members whose contracts are suspended as a result of the RIF program shall be placed on a list stating years of continuous service to the district and subjects certified to teach. After a two-year period, a bargaining unit member shall be deleted from the list.
- B. A bargaining unit member on the RIF list shall be offered a contract for positions for which certified, as set forth on said RIF list, as positions become available and in keeping with the certification and the seniority positions of RIF policy (inverse order - last discharged; first reemployed).
- C. When an opening(s) occurs, the Board shall send a certified letter to all bargaining unit members certified for the position to their last known address to advise them of such position. It is the bargaining unit member's responsibility to keep the Board informed of his/her whereabouts. The bargaining unit member shall notify within fifteen (15) days from the date the letter is sent to indicate availability and desire for such position. The Board shall reinstate that bargaining unit member indicating availability and desire for such position who has the greatest seniority.
- D. Transfers of bargaining unit members, employed but not affected by the RIF program, shall be limited to positions not affected by said program. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the bargaining unit member RIF list. Transfers may be made to a position(s) affected by the RIF program after the position(s) have been offered to all properly certified bargaining unit members on the RIF list.
- E. No bargaining unit members new to the district will be employed until all properly certified bargaining unit members of the RIF list have been offered a contract for the position in accordance with the provisions of this policy.
- F. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored.

8.5 Bargaining unit members remaining laid-off will be given preferential consideration as substitute bargaining unit members.

8.6 Laid-off bargaining unit members shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two years.

8.7 Administrative and supervisory personnel are excluded from the provisions of this article.

8.8. The board of education hereby declares that it is not its intent to use part-time bargaining unit employees solely in order to avoid the hiring of full-time bargaining unit employees.

8.9 The reduction of hours of bargaining unit members not specifically excluded from the provisions of this section of the contract shall follow the requirements listed in this Article of the contract.

Article IX

Contracts

9.1 Regular Teaching Contracts

- A. All bargaining unit members employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code.
- B. Beginning date and number of days, not to exceed 182 days (new bargaining unit members 183) of which 180 shall be designated as instructional, in the school calendar. The number of days in the school year shall be established each year by the Board.
- C. Provision for signature and date of signature of the bargaining unit member being contracted.
- D. Limited contracts shall be issued sequentially as follows:
 - 1. The first three years shall be one-year (at least 120 day) contracts;
 - 2. All succeeding contracts shall be three-year contracts.
- E. Upon eligibility for continuing contract status, a multi-year limited contract shall be interrupted for the awarding of tenure. Teachers must declare eligibility in September for consideration of tenure for the subsequent school year.

9.2 Supplemental Contracts

All bargaining unit members assigned additional responsibilities for which additional compensation is granted shall be given a written contract that is in addition to their regular contract. Supplemental salaries will be in compliance with Article X of this Agreement.

9.3 Dismissal Policy

- A. Termination of a bargaining unit member's contract shall be according to Section 3319.16 and related provision of the Ohio Revised Code as in effect on June 30, 1996, and not subject to the grievance procedure.
- B. Nonrenewal of Regular Limited Contracts
Non-renewal of bargaining unit members under limited contracts shall be governed by Section 3319.11 and related provisions of the Ohio Revised Code.
- C. Evaluation of all bargaining unit members shall follow the "Guidelines for the Process of Teacher Evaluation" (Revised 8/98), as agreed upon by the administration and the Association. Bargaining unit members in non-classroom settings will have the option to use an evaluation form appropriate to their work and assignment when agreed upon between the bargaining unit member and the evaluator. Evaluation of a bargaining unit member will be based on the procedural requirements as provided for which shall be in conformity with 3319.111.

Article X

Supplemental Contracts

- 10.1 A. Bargaining unit members employed under supplemental contracts to perform supplemental duties shall be paid according to the supplemental salary schedule herein.

- B. The base salary, B.A.-0 year's experience, of the regular salary schedule effective July 1 of each school year shall be the basis of determining the dollar amount for each class and appropriate experience column times the percentage stated for the forthcoming school year. (Rounded to the nearest dollar).
 - C. Service experience in this salary schedule shall apply for each year the activity is performed while in the employ of the Board. Bargaining unit members currently performing supplemental duties shall receive credit for experience upon continued performance of such duties. For the purpose of this section, a year shall be defined as a 120-day period or at least 50% of the sporting season as defined by the Ohio High School Athletic Association.
- 10.2 Supplemental duty contracts shall be issued for one (1) school year.
 - 10.3 A written job description shall be attached to each supplemental contract. These contracts expire at the end of their term and are not subject to the nonrenewal provisions of this contract.
 - 10.4 Most bargaining unit members being paid supplemental salaries shall receive such salary in two (2) equal payments. Dates of payment will be determined by length of service within a given school year. Supplemental pay dates shall be posted on the District's web site.
 - 10.5 Normally, a bargaining unit member shall receive an increment move on the supplemental salary schedule for every two (2) years performing that duty or a related duty in the Zanesville City Schools. However, upon recommendation of the Superintendent after conferring with the appropriate administrator, a bargaining unit member may be required an additional year before receiving the increment. Such recommendation will be based on the administrator's written appraisal and be separate from a bargaining unit member's regular evaluation, a copy of which shall be given to the bargaining unit member. A bargaining unit member performing the same duty for the third year and not recommended for an increment increase shall not be offered a supplemental contract in that duty the next year.
 - 10.6 When openings occur in supplemental duty positions, considerations will be made to fill such opening from bargaining unit members currently employed. When openings occur, notice of such will be posted or provided bargaining unit members in a bulletin. Except for grants which specify wages and are signed by the ZEA, when the Administration adds a supplemental duty position the President of the Association will be notified and the salary for the position will be negotiated within thirty (30) days of the notice by the Supplemental Contracts Committee, under Section 10.10 of this Agreement.
 - 10.7 Bargaining unit member supplemental contracted duties may be incorporated into regular duties of administrators employed by the Board.
 - 10.8 It is understood further, that the exigencies of a particular school, a given program for a given time, may place some additional requirements for the position as deemed essential by the immediate administrator for which are not covered in the job description.
 - 10.9 Bargaining unit members who leave the district prior to completion of contract duties due to resignation, retirement, unpaid leave or other reasons, shall be subject to have deducted from the remaining pay the amount equal to services not rendered and this will be determined by the principal.

10.10 If requested by either party, there will be a review of supplemental duties and contracts on a yearly basis by a committee composed of two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Association. (Members of the committee may propose additions, deletions, or changes to the schedule at the first meeting.) Requests for supplemental salary classifications will be considered at this time in relation to the following factors:

- A. Time required in the performance of the duty;
- B. Time spent in the supervision/direction of other adults under supplemental contract in duties related to the performance of position;
- C. Number of students involved in the activity and directly supervised by reason of the position;
- D. Required travel supervision of students;
- E. Equipment, materials and money responsibility;
- F. Injury risk factor of student related to the activity;
- G. Number of required performances involved in the activity;
- H. Related released time from regular school day;
- I. Educational value of the activity as related to the philosophy and objectives of the Zanesville City School system.

10.11 The following is a list of the classes and positions covered by this article:

Class I

High School Band Director
Dual Credit Classroom Teachers

Football Equipment Manager
Varsity High School Cheerleader Advisor
Varsity Volleyball Coach

Class II

Varsity Head Basketball Coach
Varsity Head Football Coach
Drill Team Director
Athletic Trainer
Basketball & Other Sports Equipment Manager

Class VII

Comus Advisor (includes photography)
High School Student Council Advisor
High School Vocal Music Director
Reserve Assistant Football Coach
Varsity Golf Coach
Varsity Soccer Coach
Varsity Cross Country Coach
Varsity Tennis Coach
High School Dramatic Director
8th Grade Cheerleader Advisor
9th Grade Cheerleader Advisor
Key Club Advisor
Reserve Head Cheerleader Advisor
Assistant Wrestling Coach
Reserve Head/JV Baseball Coach

Class III

Athletic Business Manager
Assistant Athletic Trainer

Class IV

Varsity Head Track Coach (Boys & Girls)
Varsity Wrestling Coach
Varsity Head Baseball Coach

Class VI

Reserve Head/JV Basketball Coach
Varsity Assistant Basketball Coach
Varsity Assistant Football Coach
Reserve Head/JV Football Coach
Varsity Swimming Coach
Color Guard
Head Varsity Softball Coach

Class VIII

High School Stage Designer
Senior Class Advisor
Junior Class Advisor
Assistant High School Band Director
Varsity Assistant Baseball Coach

7th Grade Basketball Coach
 8th Grade Basketball Coach
 9th Grade Basketball Coach
 7th Grade Football Coach
 8th Grade Football Coach
 9th Grade Football Coach
 Varsity Assistant Swimming Coach
 Elementary Basketball Program Coordinator
 Assistant/Freshman Track Coach
 Assistant/Freshman Tennis Coach
 Assistant/Freshman Golf Coach
 Reserve Head/JV Softball Coach
 Assistant Varsity Softball Coach
 Local Professional Development Committee (3 positions)
 Mentor Teacher Leader (6 positions)

Class IX

Activities Manager (Middle School)
 August Football Practice
 7th Grade Track Coach
 8th Grade Track Coach
 7th Grade Volleyball Coach
 8th Grade Volleyball Coach
 9th Grade Volleyball Coach
 7-12 Assistant Cross Country Coach

Reserve Soccer Coach
 Varsity Assistant /Reserve Volleyball Coach
 Middle School Band Director
 Orchestra Director
 Mentors (number will vary from year to year)

Class X

Basketball Fitness
 Middle School Dramatics Director
 Quiz Team Advisor
 Middle School Vocal Music Director
 Football Defensive Coordinator
 Football Offensive Coordinator
 Football Scouting
 Summer Fitness Coordinator
 Winter Fitness Coordinator
 Pep Club Advisor
 SADD Advisor
 National Honor Society Advisor
 Foreign Language Club Advisor
 Middle School Yearbook Advisor
 Middle School Student Council Advisor
 Elementary Drama Director
 Ski Club Advisor

Article XI **Teaching Conditions**

- 11.1 The Association encourages its members as responsible citizens and as sound "P.R.", to participate in worthwhile community appeals. However, it is understood that no bargaining unit member shall be required to contribute to any building or community solicitation for funds.
- 11.2 The Board of Education shall provide as far as possible, a principal and/or head teacher for each building in the district. In elementary buildings that share a principal, the head teacher shall be placed in Class VIII of the supplemental contract schedule.
- 11.3 The Board of Education may require a complete physical examination by a fully licensed physician approved by the Board when the attendance to duty of the person under contract is held in serious question by his immediate superior and upon the recommendation of the Superintendent. The expense of this examination will be paid by the school district.
- 11.4 All pupil purchase items must be approved by the building principal and in compliance with curriculum and related policy. Since the cost of a student's attendance at school is very demanding to many parents, pupil purchase items in any class must be held to a minimum.
- 11.5 The formula for class size and teacher aides shall be as follows:
 - A. The administration shall make every reasonable effort to have a ratio of no more than thirty (30) students to one teacher in kindergarten. A licensed, paid aide shall be provided for each kindergarten class.
 - B. The administration shall make every reasonable effort to have a ratio of no more than twenty-five (25) students to one teacher in grades 1-3.

- C. The administration shall make every reasonable effort to have a ratio of no more than twenty-seven (27) students to one teacher in grades 4-6.
- D. Special education classes will be of a size in keeping with state and federal guidelines.
- E. Secondary class size and load will be balanced to the degree possible and every effort will be made to keep the ratio of no more than thirty-five (35) students to one teacher.
- F. The number of students in a given teaching situation will not exceed the number of teaching stations. In the event a teacher does not have enough teaching stations, the Superintendent shall provide additional stations upon notification by the teacher.

The ratios in A through E shall include all special education students assigned to the respective grade level.

- G. Every effort will be made to see that the number of students in a study hall should not exceed 40:1. If available, by-assignment teachers will be assigned to study halls in addition to the regular study hall teacher for the first two weeks of each semester.
- H. A class size list containing the actual number of students in each class will be distributed to the Association president and members of the Superintendent's Advisory Committee no later than October 30 of each school year. Any middle school and high school classroom, except choir, band, physical education and study halls, that exceeds 35 students and any elementary class room, except art, music, and physical education, that exceeds 32 students will be offered ~~an acceptable volunteer~~, a student teacher or an aide.
- I. The administration shall make every reasonable effort to transfer elementary students to insure equitable distribution among classes/bargaining unit members.
- J. The Board shall comply with all state standards with reference to class size as it relates to preschool programs and special education programs.
- K. Art, music and physical education classes shall not exceed forty-two (42) students. Section 11.5 (H) shall not be applicable. Principals will work closely with art, music, and physical education teachers in a building in order to make sure of the best possible scheduling of students, and that adequate equipment is provided for the students.
- L. The Superintendent will work with all principals and staff to reduce class sizes:
 - 1. by utilizing team teaching where possible, and
 - 2. by any other means available.

11.6 When a personal emergency for a bargaining unit member exists, the principal or person in charge shall notify the bargaining unit member immediately.

11.7 Except as otherwise provided in this Agreement, the length of the bargaining unit members' work day shall not exceed seven and one-half (7½) hours. The teacher work day is NOT contingent upon the students' day. This includes a thirty (30) minute lunch period which will be determined by scheduling in each individual building. Unless otherwise specified in this Agreement, the day shall be continuous from the required beginning time to the end of the day.

There shall be a uniform number of teaching hours in the elementary schools, as nearly as possible.

- 11.8 In-day conference or planning time shall be in compliance with the Ohio Elementary and Secondary School Standards. This time shall not be considered time for travel for multi-school assignments.
- A. All bargaining unit members, including specialists, shall be provided at least forty (40) minutes of continuous planning time. Such planning time shall be free of scheduled students and assigned duties.
 - B. Bargaining unit members are responsible for attending and participating in CORE functions as assigned in individual buildings.
 - C.
 - 1. Bargaining unit members may volunteer to substitute for another bargaining unit member during planning time. Bargaining unit members with “by-assignment” periods may be required to substitute at any time during those periods. In the case of an extreme emergency, a bargaining unit member may be required to substitute during planning time no more than once per semester. This includes libraries and similar circumstances in elementary schools. No bargaining unit member shall be required to substitute when said bargaining unit member is scheduled to have a class assignment of his/her own unless he/she volunteers to “double up” the classes. This teacher is eligible for the \$10.00 per period (40 minutes), not to exceed the daily substitute teacher daily rate of pay.
 - 2. Bargaining unit members who volunteer to cover another member's period as a substitute (except by-assignment periods) or volunteer to "double-up" classes shall receive ten dollars (\$10.00) per period (40 minutes), not to exceed the daily substitute teacher rate of pay. The district must have exhausted the use of available substitutes before bargaining unit members will be asked to cover for another member. The administration of this procedure shall be the responsibility of the building principal.
 - 3. A minimum of eighty (80) minutes per week shall be allocated at each grade level (K-5) *(see Glossary) for planned instruction in art, and/or music, and/or instrumental music and/or physical education provided by bargaining unit members certified in these fields (herein referred to as specialists). Grades 6-12 shall follow the Ohio Department of Education Standards for planned instruction in art, music, instrumental music, and physical education.
- 11.9 The Board and the Association recognize the need for continually updating and maintaining a high standard of education in a world that is changing at an exponential rate. If a bargaining unit member believes his or her books and/or support materials (i.e., computer software and training, proper furniture, placement of equipment, etc.) are insufficient, he/she shall meet with the building principal, who shall research the matter, and report back to the bargaining unit member. If the bargaining unit member is not satisfied with the response of the building principal, he/she may refer the matter to the Superintendent's Advisory Committee.

- 11.10 The Board of Education recognizes that a quality education for each and every child is the primary objective of our system; therefore, the Board will provide for every special education and regular child:
- A. Instruction in vocal music, art, and physical education provided by educational service personnel assigned to elementary art, music, and physical education who hold the special teaching certificate or multi-age license in the subject to which they are assigned in accordance with current Ohio Department of Education and other applicable standards. The classroom elementary teacher will not be responsible for the classroom during this period;
 - B. Scheduling for special programs or events which will be worked out cooperatively within the buildings.
- 11.11 Traveling bargaining unit members shall have adequate travel time and shall be reimbursed for actual miles traveled at the same amount as allowed for in IRS rules.
- 11.12 Inclusion
- A. The regular classroom teacher shall be invited to participate in the development and implementation of the IEP, and teachers who are affected by the requirements of the IEP shall be notified of the requirements. Classroom coverage will be provided for such teachers so that they can attend IEP meetings regarding students.
- Each teacher with the responsibility for the education of a student on an IEP shall receive a copy of the IEP, be provided an explanation of what he/she is responsible to do to assist in achieving the IEP goals and objectives, and be advised that he/she can speak to any IEP team member if he/she has any questions or concerns about the IEP or the student's progress. The building administrator will make sure that the teacher of record provides the most current IEP and accommodations(s) to the appropriate classroom teachers.
- B. In-service education shall be provided for regular classroom teachers who are assigned students with an active IEP.
 - C. Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during field trips and/or emergency situations.
 - D. Special custodial care requirements and/or special related services shall be identified in the development of the IEP.
 - E. Behavioral objectives and discipline procedures shall be identified in the development of the IEP.
 - F. Requests by teachers and or participants in an IEP for a review will be honored at the earliest mutually acceptable date within 30 days.
- 11.13 A committee shall be formed for the purpose of recommending a bargaining unit member dress code. Said committee shall consist of the Superintendent, one (1) central office/Board member, three (3) building administrators (one from each level), one (1) male and one (1) female teacher from each building where possible. Members of the committee shall be jointly appointed by the Superintendent and the ZEA President. Any recommendations of the

committee must be mutually approved by a two-thirds (2/3) majority vote of the Board and the members of the Zanesville Education Association before they are implemented.

Article XII

Teaching Duties

- 12.1 All bargaining unit members shall be required to attend the following meetings:
- A. A maximum of two (2) general staff meetings may be called by the Superintendent or his representative during any school year. If two (2) such meetings are called, then at least one (1) will be held during the normal workday.
 - B. A maximum of five (5) building meetings, which extend beyond the regular school day, involving the entire staff may be called by the principal during the year.
 - C. The Board will strive to keep the aforementioned meetings to forty-five (45) minutes in duration and to start such meetings no later than fifteen (15) minutes after the latest school dismissal. Bargaining unit members will not be required to stay beyond forty-five (45) minutes should such a meeting exceed this limit.
 - D. Bargaining unit members shall be required to attend "Back to School Night" and may be required to attend two (2) other school sponsored activities.
 - E. The school day for students shall begin at least forty (40) minutes later than the school day for all teachers in order to provide for individual planning time.
 - F. The district shall strive to utilize available technology in order to communicate with bargaining unit members. Such technology shall include, but not be limited to, e-mail, websites, and recorded meetings.
- 12.2 In the event students are not required to attend school due to emergency conditions such as adverse weather, fuel shortage, or building conditions, bargaining unit members involved shall not be required to report for duty and shall be notified in the quickest way possible. There shall be no loss of pay for such days.
- 12.3 Parent conferences will be scheduled in the fall on two separate evenings staggered by grade levels. At the conclusion of these conferences, bargaining unit members shall be released from all school responsibilities on the Wednesday before Thanksgiving. Parent conferences will also be scheduled in late winter on two separate evenings staggered by grade levels. At the conclusion of these conferences, bargaining unit members shall be released from all school responsibilities on the Friday of conference week. Bargaining unit members shall strive to meet with as many parents as possible during the conferences.
- 12.4 The teaching of the curriculum shall be in accordance with the Ohio State Board of Education adopted standards, grade level indicators, and benchmarks with the instruction adhering to adopted curriculum guides, courses of study, and objectives of the district. Daily lesson plans shall give direction for instruction and implementation of courses of study.
- 12.5 No bargaining unit member shall be required to use his own automobile to transport a pupil. \$300,000 or more bodily injury liability insurance is required in the event the bargaining unit member chooses to transport a pupil. If an emergency occurs and it is necessary for a

bargaining unit member to transport a student, the school district shall assume liability in accordance with ORC 2744.

- 12.6 New curricular areas developed for the Zanesville City Schools shall involve the suggestions of staff members concerned in the area of development from the planning stages through introduction into the classroom. Final determination for these new curricular developments will be made by the Board.

12.7 Extra Duty

The Board and the Association recognize that bargaining unit members are required to perform certain duties, during the work day and as expressed in Section 12.1, other than actual classroom teaching. These duties shall be enumerated and equitably distributed among bargaining unit members. A written schedule shall be prepared by the principal. Discussion of duties may take place in the building advisory committee. In each building, these duties shall be listed, and they will be rotated among bargaining unit members.

Article XIII **Pupil Discipline**

- 13.1 Each building must develop a student discipline plan and submit a copy to the Superintendent and a copy to the ZEA president. Each building staff member shall also be provided a copy of the plan. Said parties shall have a copy of the student discipline by the beginning of the third week in November. The principal is responsible for the equitable enforcement of the building discipline plan. Student discipline shall be a subject of discussion for the building advisory committees. If the concerns of the bargaining unit members cannot be resolved at that level, they may be forwarded to the Superintendent's Advisory Committee for further attempts at resolution.
- 13.2 The principal and bargaining unit member have a shared responsibility for all activities, including discipline, taking place within the schools. Each bargaining unit member is expected as a part of his/her duties to assist the building principal in the maintenance of proper discipline and control of all students within the assigned building and school area. Conduct of pupils on their way to and from school is within the scope of authority in carrying out this responsibility. Pupils' conduct outside school hours, whether on school property or not, which directly relates to and affects the conduct of the school is also within this scope of authority. Each administrator is expected as a part of his/her duties to assist and support bargaining unit members in the maintenance of proper discipline and control of students within the assigned building and school area.
- 13.3 Students found guilty of bringing dangerous weapons onto school property, after having been afforded due process of law, shall be disciplined. At a minimum, students shall receive a one day suspension so the administration can conduct an investigation. If the administration is unable to locate parents, the student will be isolated until parents arrive. The intent of the Board of Education/administration is to expel for the maximum number of days permitted by the law students who are convicted of using or threatening to use a dangerous weapon after having been afforded due process. However, the Board of Education/administration retains the right to mitigate any disciplinary action. Students found guilty of a felony shall be subject to exclusion, as provided by law, after having been afforded due process. (See Policy and Guidelines 5772).

- 13.4 Information about individual students who may pose a danger in the school setting or who are psychologically fragile or who have special medical conditions will be available to staff members. The Association and the Board recognize that such information is confidential and privileged information, and it will be treated as such.
- 13.5 The Association and Board recognize that providing for the best educational opportunity for every student may require the removal of a disruptive student from the regular student population. The principal and building advisory committee shall meet to discuss appropriate alternatives such as detention, in-school suspension, and others.
- 13.6 Any case of assault on a bargaining unit member shall be promptly reported to the building principal. The District administration shall immediately make a bargaining unit member aware of any death threat made against them by a student, by a relative of a student, or by a member of the public. The building principal and Superintendent of schools shall render assistance to the bargaining unit member, in accordance with board policy and law, in connection with judicial authorities.

Article XIV **Student Teaching and Field Experience**

- 14.1 Student teaching is a mutual responsibility of the training institution and the local district. Criteria will be agreed to by both institutions; however, the following criteria shall be practices:
- A. The cooperating bargaining unit member shall have had at least three (3) years of teaching experience in the grade level or subject to which a student is assigned.
 - B. The cooperating bargaining unit member will be fully recognized as a successful bargaining unit member, having prior endorsement of the principal and Superintendent (or his designee), as well as that of the university or college.
 - C. The cooperating bargaining unit member shall be fully certificated for the assignment and should be the holder of the master's degree in the field of the assignment.
- 14.2 A bargaining unit member may refuse the assignment of a student teacher or field experience student.
- 14.3 In no case will a cooperating unit member have more than one student teacher per school year.
- 14.4 The assignment of student teachers will be made equitable. Problems related to the assignment of student teachers shall be reviewed by the Association president and the Superintendent or his/her designee and problems under this section of the Agreement will not be subject to the Grievance Procedure.
- 14.5 Preparatory institutions should cooperate to establish courses and seminars in student teaching for cooperating bargaining unit members. The local district will orient its bargaining unit members to the task and function of student teaching.

Article XV
Entry-Year Mentor Program/Mentor Teacher Leaders (MTL)

15.1 **Purpose**

The Mentor Teacher Leaders (MTL) shall be established to implement and oversee the Entry Year Mentor Program.

15.2 **Term of Office**

- A. The term of office for MTL serving on the committee shall be three years, beginning on July 1 of the year appointed.
- B. MTL's may be reappointed for one consecutive term.
- C. Persons appointed to fill an unexpired term may be appointed to two (2) consecutive terms after completion of the unexpired term provided that said unexpired term does not exceed two (2) years. Persons filling an unexpired term lasting longer than two (2) years may be appointed for one (1) full term.

15.3 **MTL Composition and Selection**

- A. The MTL shall strive to be comprised of seven (7) members as follows:
 - 1. Member appointed by Superintendent.
 - 2. Six (6) bargaining unit members; striving to have two (2) high school members, two (2) middle school members, two (2) elementary members.
- B. The six (6) bargaining unit members shall be appointed by the Zanesville Education Association President with the majority vote approval of the Association's Executive Committee.
- C. The six (6) bargaining unit members shall have at least two (2) years of mentoring experience in our school district and such other qualifications as the committee shall deem necessary.
- D. In the event of an in-term vacancy, the MTL member shall be replaced in accordance with above.

15.4 **Chairperson**

The MTL chairperson shall be determined by a majority vote of the MTL's.

15.5 The entry year teacher shall be given released time to observe other teachers and their mentor teacher.

15.6 Release time for mentoring shall not infringe on the planning time of the mentor or the entry year teacher. The release time will be flexible to allow classroom observation by the entry year teacher and one-on-one consultation with the mentor teacher. Release time shall amount to no less than the equivalent of six days per school year, when the entry year teacher is active with a mentor teacher. Substitutes shall be hired for both the mentor and the entry year teacher when needed.

15.7 Should the entry year teacher not be considered as having successfully completed the entry year program by the administration and/or the State of Ohio, the mentor teacher and/or

mentor teacher leaders shall not be held accountable in any way for the failure of the entry year teacher.

- 15.8 Entry year teachers assigned with a mentor must actively participate in at least four (4) yearly meetings.
- 15.9 Entry year teachers should meet with their mentor on a weekly basis.
- 15.10 Entry year teachers shall participate in one full Pathwise observation per semester or two partial observations that address all four Pathwise domains.
- 15.11 Entry year teachers shall keep a portfolio that includes a dated summary sheet of each meeting, including signatures of mentor and entry year teacher to be submitted on a monthly basis to MTL's.
- 15.12 Definitions
Terms used in the section shall include:

Mentor - classroom teacher with a professional or permanent certificate and five years' experience in our school district. This staff member shall volunteer to serve as a mentor.

Entry-Year Bargaining Unit Member - a teacher with no prior teaching experience, new to the profession.

Formative Assistance - workshops, released time, seminars, training provided either for the mentor or client teacher.

- 15.13 Mentor Teacher Leaders and Mentors shall be paid according to the supplementary salary classifications in Article X, and the supplementary salary schedule in Appendix C of this Agreement. If a Mentor is not assigned an Entry Year Teacher during a school year then he/she shall not be paid a supplemental salary for that school year. Furthermore, if there are no Entry Year Teachers working in one of the combined grade levels (i.e. high school, middle school or elementary), then the Mentor Teacher Leader(s) coming from the affected level shall not be paid a supplemental salary for that school year.
- 15.14 The Board and the Association shall form a committee consisting of the ZEA president, members of the Mentor Teacher Leaders Committee and the Curriculum Director. Said committee shall meet prior to 2011, in order to draft contract language to revise Article XV, so that it complies with the Resident Educator License requirements under the Ohio Revised Code. Once the language has been drafted and agreed upon by the committee it shall be submitted to the Board and the ZEA membership for ratification.

Article XVI

Local Professional Development Committee (LPDC)

- 16.1 Purpose
A Local Professional Development Committee (LDPC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or

other equivalent activities. These reviews shall be conducted to fulfill requirements for licensure and certificate renewals.

16.2 Term of Office

- A. The term of office for members serving on the committee shall be three years, beginning on July 1 of the year appointed.
- B. Members may be re-appointed for one consecutive term.
- C. Persons appointed to fill an unexpired term may be appointed to two (2) consecutive terms after completion of the unexpired term provided that said unexpired term does not exceed two (2) years. Persons filling an unexpired term lasting longer than two (2) years may be appointed for one (1) full term.

16.3 Committee Composition and Selection

- A. The committee shall be comprised of five (5) members as follows:
 - 1. three members of the bargaining unit
 - 2. one principal
 - 3. one other certificated/licensed district employee
- B. The three bargaining unit members shall be appointed by the Zanesville Education Association president. The principal and other employee shall be appointed by the Superintendent.
- C. In the event of an in-term vacancy, the committee member shall be replaced in accordance with 16.3 B. above.

16.4 Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

16.5 Decision-Making

Decisions shall be made by majority vote of the committee members present and voting so long as a quorum is present. A quorum shall consist of three members.

16.6 Training

- A. Members of the LPDC shall be afforded the opportunity to attend training on the purposes, responsibilities, functions, and legal requirements of LPDC's. The approval for training opportunities shall be in accordance with Section 6.3 of the Master Agreement.
- B. LPDC members shall be reimbursed for all actual and necessary expenses and mileage incurred as part of their training.
- C. LPDC training for committee members shall constitute appropriate "equivalent experiences" for the purposes of the committee members own individual development plans.

16.7 Meetings and Compensation

- A. The LPDC shall meet monthly or more often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in

each building their meeting schedule. Additional meetings may be scheduled as necessary.

- B. Bargaining unit members who serve on the LPDC shall be paid according to the supplementary salary classification in Article X, and the supplementary salary schedule in Appendix C of this Agreement. All compensation will include appropriate retirement benefits.

16.8 Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated employees, approval of all C.E.U.'s, course work, workshops, equivalent activities, etc. that could be used for professional growth.

16.9 Rules and Regulations

The committee shall establish and publish its rules and regulations.

16.10 Sub Committees

The committee may establish sub-committees or consult with other districts/agencies to assist in its duties but shall retain authority over all of the committee's responsibilities as outlined in section 16.8.

16.11 Clerical Service

The Board shall provide clerical services and supplies as needed for the work of the committee.

16.12 Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the ZEA and the Board shall meet to bargain the appeals procedure which will herein apply.

Article XVII

Insurance

- 17.1 The Board will provide a health care plan as shown in Appendix E, and at the stated employee monthly contribution levels towards the insurance premium.

The Board has established an IRS Section 125 premium only plan so that bargaining unit members' premiums can be paid from pre-tax salary.

Both the Board and the Zanesville Education Association shall encourage and educate all bargaining unit members to use generic medications when available and appropriate.

- 17.2 The Board shall pay 100% of the single and family premium for a dental care insurance plan with the following provisions:

- A. 100% of the charges for preventive and diagnostic care at the usual, customary, and reasonable rates with no deductible amount.
- B. 80% of the charges at the usual, customary, and reasonable rates for restorative work.

- C. The policy shall provide for a deductible amount of \$50.00 per individual, and \$100.00 per family with an annual limit of \$1,500.00.
 - D. The policy shall provide for 60% of the usual, customary, and reasonable rates for orthodontic treatment with a lifetime maximum of \$1,500.00.
- 17.3 A life insurance policy with a face value of \$20,000, which shall include a double indemnity clause. Employees may purchase an additional \$20,000 life insurance through payroll deduction at the Board's rate, should the carrier permit.
- 17.4 Liability Insurance
The Board shall purchase, at no cost to bargaining unit members, liability insurance through an approved carrier licensed by the State of Ohio.
- 17.5 Health Insurance Investigative Committee
- A. A permanent Insurance Committee will be established consisting of three (3) members appointed by the Association, three (3) members appointed by the Superintendent, and three (3) members of the District who are members of the non-certified staff.
 - B. The Committee will meet upon the request of any three (3) members of the Committee, but not less than six (6) times per year.
 - C. The purpose of the Committee will be to review and evaluate on a regular basis the effectiveness of the various insurances, and to oversee the resolution of problems of the insured employees in coordination with the insurance broker appointed by the Board of Education.

The committee will report any recommendations or concerns with insurances to the Board of Education at least once each year by June 30.

Article XVIII

Salary

- 18.1 The BA Base shall be \$30,754.00 for the 2010-2011 school year. However, the Board and the Association agree to reopen the contract on wages only in July of 2011 for school years 2011-2012 and 2012-2013. If a tentative agreement is not reached by the parties within thirty (30) calendar days from the initial bargaining session, then there shall be no change in the base salary and the salary schedules stated in this Agreement.
- 18.2 All persons are to be paid in twenty-six (26) equal installments, except new hires, in the initial year of their employment, shall have their pay divided over twenty-seven (27) equal installments beginning two (2) weeks prior to the normal cycle for bargaining unit members.
- 18.3 Payment for certificated salaries shall be based upon the adopted salary schedule for these schools and in conformity with Ohio law.
- 18.4 Eligibility for salaries fixed by the baccalaureate column shall be based upon such degree earned in a fully accredited college or university and whose bargaining unit member education program is recognized and approved by the State of Ohio.

- 18.5 Eligibility for payment under the 139 semester hour column will be based upon such hours earned in an accredited institution whose bargaining unit member education program is recognized and approved by the State of Ohio and must include the earned baccalaureate degree.
- 18.6 Eligibility for payment under the 150 semester hour column shall be inclusive of a baccalaureate degree earned in, as previously stated, an accredited, recognized and approved institution for bargaining unit member education by the Ohio Department of Education.
- 18.7 Eligibility for the Master's Degree payment under that column shall be based on a Master's Degree taken in an accredited college or university whose bargaining unit member education program is recognized and approved by the Ohio Department of Education.
- 18.8 Eligibility for payment of the Master's Degree plus fifteen semester hours shall be obtained when these hours are obtained subsequent to conferment of the Master's Degree in an institution recognized by the Ohio Board of Regents or the State Department of Education of Ohio.
- 18.9 Eligibility for the hours subsequent to the conferment of the Master's Degree amounting to thirty for payment under that column shall be the same as for the "plus fifteen." Of these thirty hours, at least fifteen semester hours must be graduate hours and taken in an institution recognized by the Ohio Board of Regents or the State Department of Education of Ohio.
- 18.10 A. Eligibility for salary stipend fixed by the MA+45 will include the B.A., M.A., or equivalent degree, M.A. plus thirty, and all hours beyond and will require these hours to total a minimum of forty-five (45) semester hours beyond the Master's Degree from an institution accredited and which is also recognized by the Ohio Board of Regents or equivalent in the state wherein the institution of higher education and graduate school are located.
- B. The 15 hours beyond the MA+30 must be graduate hours. Upon written request, the Superintendent may grant a written exception to this requirement.
- 18.11 In order to be placed on a successive level of preparation for a full year, official signed and sealed transcripts and/or a faxed letter from the dean or department head of a college or university must be filed in the office of the Superintendent of schools by September 15. The letter acts as notification that additional college work has been completed. The official transcript must be on file by October 1. For mid year adjustments, the letter must be received by January 15, and the transcript on file by February 1. Payment for mid year adjustments will be retroactive to the beginning of the semester.
- 18.12 Experience credit must result from qualifying under Ohio Law, which requires a minimum of 120 days of continuous teaching within any one school year in a school chartered by the State Department and State Board of Education and when such person meets all other qualifications of the salary schedule. Experience credit will be for up to ten years or to other experience levels of the salary schedules by approval of the Superintendent of schools. Administrative service credit shall apply to the salary schedule only and not for purposes of seniority on the RIF list.
- 18.13 Up to five years of credit on the salary schedule will be given for active military service in the armed service of the United States and be based upon an Honorable Discharge. When the military service exceeds full calendar years, and where such excess is at least eight calendar

months beyond a full calendar year(s) and under five years, the person may be credited with a full year's credit for such excess service.

- 18.14 Nothing above nor herein shall be construed to prevent the Board of Education from awarding or designating additional "motivation" or other stipends for the certificated staff of these schools, and it is further recognized that additional duties and assignments of certificated personnel will be recognized for added salary compensation. Supplemental contract salaries will be negotiated between the Board and Association.
- 18.15 Teachers holding a Master's Degree in any subject area at the end of the 2002-2003 school year, and employed by the Board on August 1, 2004 shall receive education stipends paid by the Board as follows:
- A. With the first paycheck for the 2004-2005 school year, such teachers who were not paid an education stipend during the 2002-2003 school year and who were placed on the salary schedule for the 2002-2003 school year, with at least six (6) years of experience but less than eleven (11) years of experience shall be paid the sum of Three Hundred Fifty Dollars (\$350.00).
 - B. With the first paycheck for the 2004-2005 school year, such teachers who were not paid an education stipend during the 2002-2003 school year and who were placed on the salary schedule for the 2002-2003 school year with eleven (11) or more years of experience shall be paid the sum of Seven Hundred Dollars (\$700.00).
 - C. All teachers who qualify for and received payment as identified in A, above, shall be paid an annual education stipend of \$250, to be paid in twenty-six (26) equal installments, as long as they remain employed by the Board. Upon obtaining eleven (11) years of experience, such teachers shall be paid an annual education stipend of Five Hundred Dollars (\$500.00), to be paid in twenty-six (26) equal installments, as long as they remain employed by the Board.
 - D. With the first paycheck for the 2004-2005 school year, and for each school year thereafter, all teachers who qualify for and received payment as identified in B., above, shall be paid an annual stipend of Five Hundred Dollars (\$500.00), to be paid in twenty-six (26) equal installments, for so long as they remain employed by the Board.
 - E. All teachers who, prior to August 1, 2004, were paid education stipends during the 2002-2003 and/or 2003-2004 school year shall continue to be paid an education stipend for so long as they remain employed by the Board as follows:
 - 1. Those teachers who, during the 2003-2004 school year, were paid a stipend in the amount of Two Hundred Fifty (\$250.00) because they had at least six (6) years experience with the Board, but less than eleven (11) years of experience, shall continue to be paid a stipend of Two Hundred Fifty Dollars (\$250.00), to be paid in twenty-six (26) equal installments, for each school year thereafter for so long as they remain employed by the Board, or until they obtain eleven (11) years of experience. Upon obtaining eleven (11) years of experience such teachers shall then be paid a stipend of Five Hundred Dollars (\$500.00) per year and shall continue to be paid a stipend of Five Hundred Dollars (\$500.00) for each year thereafter so long as they remain employed by the Board.
 - 2. Those teachers who, during the 2003-2004 school year, were paid a stipend

in the amount of Five Hundred Dollars (\$500.00) because they had at least eleven (11) years of experience with the Board, shall continue to be paid a stipend of Five Hundred Dollars (\$500.00), to be paid in twenty-six (26) equal installments, each school year thereafter for so long as they remain employed by the Board.

- F. This provision shall also apply to any teacher employed by the Board on August 1, 2004, who will be awarded a Master's Degree prior to December 31, 2004. Such teachers shall be awarded the stipend commensurate with the teacher's years of experience.
- G. This provision applies to the teachers identified herein, and shall not apply to any teacher employed after August 1, 2004.

This memorandum (Section 18.15) shall take effect upon the parties' execution of a Collective Bargaining Agreement (CBA) between them for the 2004-2005 school year (and shall be applied retroactively as necessary to effectuate its intent) and thereupon become part of and attached to the CBA parties current Collective Bargaining Agreement and will automatically roll-over to the new contract upon completion subsequent CBAs unless the parties expressly agree in writing to the contrary. This memorandum (Section 18.15) represents the entire agreement by the parties and any other claimed verbal or informal understanding is null and void and shall have no effect on the written terms contained in this document.

- 18.16 A. All learning disability tutors shall be issued a written contract and job description listing their duties along with a salary notice that will indicate the number of hours that tutors will receive for the nine-month school year. They shall be paid pro-rated on the bargaining unit member salary schedule commensurate with the tutor's training and experience. Tutors shall also receive full insurance benefits over 12 months. This notice is an indication that the tutor will be hired for the entire year.
- B. Tutors shall be subject to all provisions of the Agreement as related to their position, with the following exceptions: tutors will not be placed on seniority list for RIF, and tutors are not subject to the Non-Renewal/Fair Dismissal section of the contract. Tutors are eligible for Continuing Contracts and when received, shall be subject to contractual RIF.
- 18.17 The Board shall pick-up the employees' contribution to the STRS using the salary reduction method of pick-up. This method permits the Board to provide more take-home pay to its employees without expending additional Board money.
 - A. The amount to be picked-up shall be equal to the employee's required contribution to the State Teachers' Retirement System.

The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.
 - B. The pick-up shall apply uniformly to all members of the bargaining unit.
 - C. No employee covered by this provision shall have the option to elect a wage increase or other benefits in lieu of the employer pick-up.
 - D. The pick-up shall apply to all compensation including supplemental earnings.

- 18.18 A. A permanent Finance Committee will be established consisting of at least one (1) ZEA member from each building and three (3) members appointed by the Superintendent.
- B. The Committee will meet monthly September through May.
- C. The purpose of the Committee will be to review and discuss the finances of the district and to keep the lines of communication open.

Article XIX

Severance Pay

- 19.1 Upon proof of retirement from STRS, any bargaining unit member retiring from the Zanesville City School System will receive severance pay equal to one-fourth ($\frac{1}{4}$) of that person's accumulated sick leave, not to exceed sixty-eight (68) days. Any rehired retired teacher shall not be eligible for severance pay.
- 19.2 Effective beginning with the 1993-94 school year, a bargaining unit member awarded a perfect attendance certificate, under 6.1(E) of this agreement shall have one day of credit added to his/her accumulation of days for severance pay upon retirement above the number of days provided for in Article 19.1 of this agreement.
- 19.3 All severance payments shall be paid within seventy-five (75) calendar days of a bargaining unit member's retirement date. Taxation of said payment shall be in accordance with IRS regulations. It shall be the bargaining unit member's choice on whether or not to elect to tax defer their severance payment or receive a cash payment. The severance payment may be made to the bargaining unit members tax sheltered annuity if allowable under IRS regulations.
- 19.4 The above-referenced severance pay shall be made payable to the family or estate of any bargaining unit member who dies while said bargaining unit member was still under contract with the Board.

Article XX

Retirement Incentive

- 20.1 During the term of this agreement, all bargaining unit members with thirty (30) years of STRS retirement credit shall be eligible for a one-time \$12,000 retirement incentive payment.
- 20.2 Retirement under this plan must be completed no later than August 1 following the school year in which each individual bargaining unit member first becomes eligible. The Superintendent shall receive written notification from any eligible bargaining unit member wishing to participate in the plan by March 1 of that year (by April 1 for the first year of the contract.)
- 20.3 Failure of a bargaining unit member to retire during the first year of eligibility will result in the total forfeiture of all rights to the one-time \$12,000 retirement incentive payment.

- 20.4 Since the one time \$12,000 retirement incentive payment cannot be tax deferred, it shall be paid in January of the year following the bargaining unit member's retirement.

Article XXI

Grievance Procedure

- 21.1 The primary purpose of this procedure is to secure equitable solutions to claims of aggrieved persons. Both parties agree that all proceedings shall be kept as informal and as confidential as possible.
- 21.2 The aggrieved has the right to a representative of his choice at each level of the grievance procedure. No bargaining unit member or group of bargaining unit members may be represented by any organization other than the Zanesville Education Association.
- 21.3 Since it is important that grievance procedures be processed as rapidly as possible, the number of work days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual written agreement. In the event a grievance is filed which may not be finally resolved at level five under the time limits set forth herein by the end of the school year, the time limits shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon as possible.

Grievances filed by the association may bypass hearing levels one and two after first requesting a pre-grievance meeting with the Superintendent or his designee. If a mutually agreeable solution cannot be reached then the grievance may start at level three.

- 21.4 Level One
A bargaining unit member or a group of bargaining unit members in a building with a grievance shall discuss the matter with his/their principal or immediate supervisor with the objective of resolving the matter informally.
- 21.5 Level Two
If the grievance is not resolved at Level One, the grievance shall be reduced to writing and given to the building principal. The formal grievance shall include the following:
- A. Date of filing.
 - B. Alleged violation.
 - C. Section showing alleged violation, misinterpretation, or inequitable application of policies, rules or regulations as set forth in the collective bargaining agreement.
 - D. Relief sought.

The formal grievance shall be submitted to the principal within fifteen (15) days from the date on which the grievant knew or should have reasonably known of the occurrence of the act or condition on which the grievance is based. The principal shall hold a hearing within five (5) days after receiving the written grievance and shall render a written decision within five (5) days after the hearing.

21.6 Level Three

If the formal grievance is not resolved at level two, the grievance may be referred to the Superintendent or his designee. This must be done within five (5) days of the receipt of the principal's decision. The Superintendent or his designee shall hold a hearing within five (5) days of receiving the grievance and shall render a written decision within five (5) days of the hearing.

21.7 Level Four

If the grievance is not resolved at level three, the grievant, with the concurrence of the Association, may refer the grievance to the Board within five (5) days of the receipt of the Superintendent or his designee's decision. The Superintendent shall place the matter on the Board agenda at the next regular meeting of the Board for consideration in executive session. The Board shall render written decision within ten (10) days of the hearing.

21.8 Level Five

If the grievance is not resolved at Level Four, it may be submitted to binding arbitration before an arbitrator acceptable to both parties. If there is no agreement as to the selection of the arbitrator within five (5) days, the selection will then be made from names submitted by the American Arbitration Association. Neither party shall be permitted to assert in such arbitration proceedings any grounds or rely on any evidence not previously disclosed to the other. Both the Board and the aggrieved agree to be bound by the award of the arbitrator. The cost of any arbitration under this article shall be shared equally by the Board and the aggrieved.

- A. The arbitrator shall conduct the necessary hearing(s) and issue the decision within the time limit agreed by the Association, the Board, and the arbitrator.
- B. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any terms of the written provisions of this Agreement, nor shall he/she make any decisions contrary to law.

21.9 The following terms used in the Agreement shall be defined as indicated:

- A. A grievance is defined as a claim of misapplication, misinterpretation, or alleged violation of a written provision of the collective bargaining agreement.
- B. The aggrieved is a bargaining unit member, group of bargaining unit members, or the Association making the claim.
- C. The term bargaining unit member or teacher includes individuals or groups who are members of the bargaining unit covered by this Agreement.
- D. A party in interest is a person or persons making the claim, and persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- E. The term days shall mean days during which the Board offices are open for business.
- F. The term formal shall mean a written record of the grievance is made and provided to all parties concerned.

21.10 In dealing with grievance procedures, bargaining unit members shall have certain rights as follows:

- A. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
- B. Copies of all written decisions of the grievance procedures shall be sent to all parties concerned and to the President of the Association.
- C. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the aggrieved.
- D. A bargaining unit member is entitled to representation at all levels of this procedure.
- E. The grievant's failure to comply with any time limit or procedure specified in this article shall constitute a waiver of his/her right to pursue the grievance at the next step.
- F. The failure of the administration or Board to comply with the time limit or procedure specified in this article shall permit the lodging of the grievance at the next step.

Article XXII

Value-Added Program

- 22.1 The Board shall ensure that value-added information and data are shared only for the purposes of research and student improvement in a manner that protects the confidentiality of the value-added information and data as they relate to bargaining unit members and their students. All possible safeguards that do not conflict with applicable state and federal law shall be utilized in order to ensure the privacy and confidentiality of all value-added information and data related to each bargaining unit member and student.

The Board shall provide professional development for administrators and teachers in order to properly train them to use value-added information and data for student improvement, and also to support student learning and academic achievement in the classroom.

The Board shall provide support through training and mentoring for those teachers they identify as needing assistance in the value-added program. Such assistance shall be provided in order to improve teaching skills for the purpose of fostering student academic growth and improvement.

The Board shall not use value-added information and data for members of the bargaining unit for the purposes of discipline, evaluation, non-renewal, termination or for any form of compensation.

Article XXIII

Master Teacher Program

- 23.1 A. To encourage the professional growth of teachers and to comply with the requirements of House Bill 1, passed by the Legislature in 2009, the Association and the Board agree that:

1. A Master Teach Committee shall be created in the 2010-2011 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of “master teacher” according to standards set forth by the State of Ohio.
2. The committee shall be clothes with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.
3. Important functions of the committee shall include, but not be limited to constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing “master teacher” program information to employees, communicating the compilation of candidates’ scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS Coordinator.
4. The committee shall consist of a total of seven (7) Board employees as follows: two (2) elementary teachers, two (2) middle school teachers, two (2) high school teachers and one (1) administrator. Said committee teachers shall be chosen by the current Association President with approval by its Executive Committee. The committee administrator shall be chosen by the Superintendent.
5. Notwithstanding paragraph four in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, for the 2010-11 school year only, the Committee members shall be appointed to staggered terms of one (1) year, two (2) years, and three (3) years to the appointed teacher members of the committee so that an equal number (two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years. The term for the administrator serving on the committee shall be determined by the Superintendent, but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years, teacher member appointments shall consist of “master teachers” who have achieved “master teacher” status through the committee.
6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include, but not be limited to, attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.
7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by

attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.

8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of “master teacher” to the applicant. Upon receiving such appeal the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting, the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article II*.
9. There shall be at least four (4) required meetings of the Committee during each school year. Committee members shall be paid fifteen (\$15.00) dollars per hour for work performed outside the regular workday or work year. However, it is the intent that the meetings be scheduled on a mix of release time and time beyond the workday or work year. The Committee Chairperson shall receive an additional Ten Dollars (\$10.00) per hour beyond the committee members’ hourly rate to compensate for additional duties as specified in Paragraph 6 above.

Article XXIV **Credit Flexibility**

- 24.1 A. As a result of SB 311, the Association and the Board agree to the following regarding the offering of a credit flexibility program within the district:
1. Flexible credit shall only be available to students for courses currently offered by the school district in its regular programs.
 2. A committee shall be formed to review and approve/disapprove student Flexible Credit applications. The committee shall be comprised of three (3) high school teachers chosen by the Association president, one (1) high school administrator chosen by the Superintendent, and the Superintendent or his/her designee. The committee shall also have a “rotating” member who shall be the teacher of record for the student who has applied. Bargaining unit members of the committee shall be paid fifteen (\$15.00) dollars per hour for all committee meetings held outside of the school day or school year.
 3. No teacher shall be required to serve as a teacher of record. Only a teacher who is certified and teaching in the area of flexible credit sought shall be assigned as the teacher of record.

4. The Board's policy on Credit Flexibility shall empower the teacher of record to make the sole determination about whether credit is/is not granted and what grade is assigned if applicable, or level of mastery achieved, if applicable. Further, the Board's policy shall require that any student participating in a Flexible Credit plan of study report at least at minimum, regular intervals with the teacher of record regarding the student's progress. The policy shall also require that the teacher of record and the student develop a rubric for demonstrating mastery of the district's approved curriculum in the context of the student's plan.
5. The teacher of record shall be paid fifteen (\$15.00) dollars per hour for work associated with a student's Flexible Credit plan implementation.
6. In the event that a student fails to achieve credit and appeals the decision of the teacher of record, such appeal shall go exclusively to the committee, whose decision shall be final.

Article XXV

Duration and Effects

25.1 Conforming to Law - Saving Clause

Except as otherwise provided herein, if any provision of this Agreement is or shall be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Association.

Except as otherwise provided herein, in the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

25.2 Complete Agreement Clause

It is agreed that during the negotiations leading to the execution of this Agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining. Except as required by Chapter 4117 of the Ohio Revised Code, the Association and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement.

If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which requires the Board to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term(s), condition(s) of employment, or working condition(s) within sixty (60) days by demand of either party.

25.3 Duration

The provision of this Agreement shall be in effect upon final approval of both parties from August 1, 2010 until July 31, 2013. Members of the Association agree that they shall regularly perform their educational tasks in accordance with the provisions of all individual contracts made with the Board and this Agreement, as well as the obligation to faithfully promote and strengthen the regularly planned program of curricular education for the boys and girls of the Zanesville City School District during the term of this Agreement. The Board agrees that it shall faithfully fulfill its obligations enumerated in this document for the length of this contract.

25.4 Distribution of Agreement

Copies of this Agreement shall be reproduced and distributed to all bargaining unit members now and subsequently employed during the term of this Agreement. The Board will pay the cost of reproducing the number of copies of the Agreement required above as well as fifteen (15) extra copies for Association use.

25.5 Forms Relative to this Agreement

The administration assumes the responsibility in concert with the Association to develop appropriate forms relative to this Agreement.

BOARD OF EDUCATION

ZANESVILLE EDUCATION ASSOC.

President Date

President Date

Superintendent Date

GLOSSARY

Advisory Committee	The advisory committee of each school shall meet at the request of any member to discuss school-related matters and/or the implementation of this Agreement. Also, a building evaluation may be a function of this committee.
Teacher	The term teacher when used, shall refer to all certificated employees represented by the Association in the bargaining unit. Any reference to male bargaining unit members includes female bargaining unit members.
Veteran Teacher	Teachers who have had three years of continuous, successful teaching in the system will be considered veteran bargaining unit members.
Family	The term “family” shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, relative-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, or person living in the same household regularly.
Elementary Specialists	The term “elementary specialists” shall mean those bargaining unit members who are certificated/licensed to teach art, physical education, or music.

MEMORANDUM OF AGREEMENT

The Zanesville Education Association and the Zanesville Board of Education, for the mutual consideration contained herein, agree to the following terms and conditions of participation and attendance of Kindergarten students for the first two (2) days of each school year.

- A. On the first day of school, one-half (1/2) of the students on the kindergarten class list will report to school for informal assessment testing.
- B. On the second day of school one-half (1/2) of the students on the kindergarten class list will report to school for informal assessment testing.
- C. Attendance will be determined by following the alphabetical order of all students listed on the class list for that particular kindergarten class.
- D. On the third day of school all students will report to school as scheduled.

MEMORANDUM OF AGREEMENT

The Zanesville Education Association and the Zanesville Board of Education, for the mutual consideration herein, agree to the following terms and conditions of participation and attendance of all students not to exceed five (5) days of the school year.

- A. All students will start school on the two-hour delay schedule to allow each school to collectively work on their continuous academic plan under the direction of the principal.
- B. Teachers will report to school at the normal start time.
- C. A joint building committee consisting of three (3) committee members appointed by the ZEA and three (3) committee members appointed by the administration shall be established to determine the program and agenda that will be provided on any and all of the aforementioned days.

							APPENDIX A
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ZANESVILLE CITY SCHOOLS

Teacher Salary Index

[illegible]

APPENDIX B

Zanesville City Schools Teacher Salary Schedule Effective July 1, 2010

Salary: \$30,754

<u>Step</u>	<u>Non-Degree</u>	<u>BA</u>	<u>BA+139</u>	<u>BA+150</u>	<u>MAST</u>	<u>MAST+15</u>	<u>MAST+30</u>	<u>MAST+45</u>
0	\$26,603.00	\$30,754.00	\$31,554.00	\$32,415.00	\$33,799.00	\$35,337.00	\$36,875.00	\$40,291.00
1	\$27,679.00	\$31,923.00	\$32,754.00	\$33,707.00	\$35,368.00	\$37,028.00	\$38,720.00	\$42,137.00
2	\$28,755.00	\$33,092.00	\$33,953.00	\$34,999.00	\$36,936.00	\$38,720.00	\$40,565.00	\$43,982.00
3	\$29,832.00	\$34,260.00	\$35,152.00	\$36,290.00	\$38,505.00	\$40,411.00	\$42,410.00	\$45,827.00
4	\$30,908.00	\$35,429.00	\$36,352.00	\$37,582.00	\$40,073.00	\$42,103.00	\$44,256.00	\$47,672.00
5	\$31,985.00	\$36,598.00	\$37,551.00	\$38,874.00	\$41,641.00	\$43,794.00	\$46,101.00	\$49,518.00
6	\$31,985.00	\$37,766.00	\$38,751.00	\$40,165.00	\$43,210.00	\$45,486.00	\$47,946.00	\$51,363.00
7	\$31,985.00	\$38,935.00	\$39,950.00	\$41,457.00	\$44,778.00	\$47,177.00	\$49,791.00	\$53,208.00
8	\$31,985.00	\$40,104.00	\$41,149.00	\$42,749.00	\$46,347.00	\$48,869.00	\$51,636.00	\$55,053.00
9	\$31,985.00	\$41,272.00	\$42,349.00	\$44,040.00	\$47,915.00	\$50,560.00	\$53,482.00	\$56,898.00
10	\$31,985.00	\$42,441.00	\$43,548.00	\$45,332.00	\$49,484.00	\$52,252.00	\$55,327.00	\$58,744.00
11	\$31,985.00	\$43,610.00	\$44,748.00	\$46,624.00	\$51,052.00	\$53,943.00	\$57,172.00	\$60,589.00
12	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
13	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
14	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
15	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
16	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
17	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
18	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
19	\$31,985.00	\$44,778.00	\$45,947.00	\$47,915.00	\$52,621.00	\$55,634.00	\$59,017.00	\$62,434.00
20	\$31,985.00	\$45,947.00	\$47,146.00	\$49,207.00	\$54,189.00	\$57,326.00	\$60,863.00	\$64,279.00

APPENDIX C

Zanesville City Schools
Supplemental Salary Schedule
FY - 2011 (2010-2011)

Base Salary: \$30,754.00

includes 2.5% increase

Class	Experience Level A		Experience Level B		Experience Level C	
	0-1 Year		2-3 Years		4 or more	
I	0.19	\$5,843	0.2	6,151	0.21	\$6,458
II	0.17	\$5,228	0.18	5,536	0.19	\$5,843
III	0.15	\$4,613	0.16	4,921	0.17	\$5,228
IV	0.13	\$3,998	0.14	4,306	0.15	\$4,613
V	0.11	\$3,383	0.12	3,690	0.13	\$3,998
VI	0.09	\$2,768	0.1	3,075	0.11	\$3,383
VII	0.07	\$2,153	0.08	2,460	0.09	\$2,768
VIII	0.05	\$1,538	0.06	1,845	0.07	\$2,153
IX	0.035	\$1,076	0.04	1,230	0.05	\$1,538
X	0.025	\$769	0.03	923	0.035	\$1,076

APPENDIX D

**APPLICATION FOR APPROVAL
OF UNDERGRADUATE HOURS**

Name of Bargaining Unit Member _____ Date _____

Master degree was taken at _____
(name of university) (year)

Your subject area of teaching assignment _____

Master degree major _____

Name of College or University _____

Number of Hours _____

Description of Course _____

Course No.	Title
------------	-------

_____	_____
-------	-------

* (Complete two copies and use typewriter.)

Of the fifteen (15) hours beyond the M+30, at least eight (8) must be graduate hours. If undergraduate hours are to be taken they must have prior approval of the Superintendent and enhance the instructional program of the school district.

Prior to placement on the Master +45 column, an official transcript must be on file certifying the above listed course was completed.

Approved by _____ (Superintendent) _____ (date)

APPENDIX E

ZANESVILLE CITY SCHOOLS MEDICAL MUTUAL

Effective Date: September 1, 2006

	<u>CURRENT PLAN</u>		<u>OPTION 1</u>		<u>OPTION 2</u>	
	<u>IN NETWORK</u>	<u>OUT OF NET</u>	<u>IN NETWORK</u>	<u>OUT OF NET</u>	<u>IN NETWORK</u>	<u>OUT OF NET</u>
Deductible Sgle/Fam	\$0/\$0	\$100/\$200	\$100/\$200	\$200/\$400	\$500/\$1000	\$1000/\$2000
Co-insurance	100%	80%	90%	70%	90%	70%
Out of Pocket	\$0/\$0	\$500/\$1000	\$500/\$1000	\$1000/\$2000	\$500/\$1000	\$1000/\$2000
Maximum Out of Pocket	\$0/\$0	\$600/\$1200	\$600/\$1200	\$1200/\$2400	\$1000/\$2000	\$2000/\$4000
Office Visit Co-Pay	\$5	Ded/Co-ins	\$10	Ded/Co-ins	\$15	Ded/Co-ins
Drug Card- Pharmacy	\$5/\$10		\$10/\$15		\$10/\$15	
Drug - Mail Order	\$5/\$10		\$20/\$30		\$20/\$30	
	MONTHLY CONTRIBUTION		MONTHLY CONTRIBUTION		MONTHLY CONTRIBUTION	
Employee Share Single	\$71.95		\$60.00		\$17.75	
Two Employee	\$105.95		\$86.25		27.75	
Employee Share Family	\$177.80		\$146.25		\$45.50	

