

# **MASTER AGREEMENT**

**between the**

**ZANESVILLE EDUCATION ASSOCIATION/OEA/NEA**

**and the**

**BOARD OF EDUCATION**

**of**

**ZANESVILLE CITY SCHOOLS  
ZANESVILLE, OHIO**

**Effective**

**August 1, 2017 to July 31, 2020**

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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:

- A. Establishing policies for the district except as limited by this agreement.
- B. The Superintendent and his staff have the responsibility for carrying out the policies established.
- C. 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.
- D. 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. School Counselors
  - 3. Speech Therapists
  - 4. Library Media Specialists
  - 5. Media and Program Specialists
  - 6. School Nurses
  - 7. Intervention Specialist
- 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

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 notice of intent to negotiate shall be submitted by either the President of the Association or the President of the Board to SERB, at least ninety (90) days prior to the termination of the Agreement. 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 release specific bargaining proposals to the media or general public prior to impasse. Information shared with the Board or the bargaining unit members should be marked "Confidential." Upon notification of a breach by the other party prior to impasse, it is agreed that each party will reiterate the confidentiality of specific bargaining proposals to its respective constituencies in the interest of good faith bargaining. 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.

3.4 Notification of Arrest

The Board (Superintendent) shall be notified of the arrest, for any offense above a minor traffic violation, of any Bargaining Unit Member within 24 hours of the arrest.

**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. Unless mandated by state or federal law, 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/her own personal and private life which shall have no bearing on his/her being hired or continued employment, unless it adversely affects his/her 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. Working within the content standards established by the Ohio Department of Education and the approved Board curriculum, 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. OEA Fund for Children and Public Education
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-four (24) 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 previously employed for one or more summers within the past three (3) years 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. The building principal and the bargaining unit member will arrange a mutually agreed upon time for 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 monthly 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. The PAC shall be agenda driven; should there not be any agenda items, there shall not be a meeting in that month. 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 Superintendent Advisory Committee (SAC).
  - 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 monthly to discuss school-related matters, such as school calendar, and/or the implementation of this Agreement. The SAC shall be agenda driven; should there be no agenda items, the SAC will not meet that month. Any building level issues must first be addressed at the PAC level before being presented at the SAC. 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 up to two (2) bargaining unit members from each building, one (1) administrator from each building, 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 292 days.
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. While using sick leave days for the purposes of caring for family members, the term "family" shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, immediate relative-in-law (father/mother), grandparents, grandchildren, or a person regularly living in the

same household and their family members as defined above, or a person for whom the member is the sole caregiver, guardian, or power of attorney.

2. While using sick leave days for the purposes of grieving a family member, the term “family” shall be interpreted to mean father, mother, husband, wife, children, sister, brother, step-parent, step-children, immediate relative-in-law (father/mother), grandparents, grandchildren, aunt, uncle, niece, nephew, or a person regularly living in the same household and their family members, or a person for whom the member is the sole caregiver, guardian, or power of attorney as defined above.
  3. 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.
  4. For payroll purposes, bargaining unit members shall notify the district of use of sick leave by recording leave in the district’s electronic timekeeping system. If a bargaining unit member uses a sick day with less than 24-hours’ notice, the member shall contact their building administrator, in addition to entering the day in the district’s electronic timekeeping system.
  5. Bargaining unit members who become pregnant shall file with the building principal the pregnancy leave request form detailing the period of absence.
  6. 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.
  7. 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 non-elective 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 2.a. 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.
- c. Association members will serve a term of two (2) years beginning on August 1<sup>st</sup> of the year appointed. If a member is unable to serve the full term, the ZEA president will appoint another member to finish the term.
- d. The number of terms an Association member may serve on the Sick Leave Bank Committee is unlimited.

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. On a case by case basis and with the approval of the Sick Leave Bank Committee allotments from the Sick Leave Bank may 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 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.
- h. 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.
- i. Retirees  
Re-hired retired teachers will not be eligible to participate in the Sick Leave Bank.
- j. 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.
- k. Upon approval of the School Board, a member of the bank may donate up to a maximum of forty-five (45) sick leave days directly to another member of 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. Leave shall not be granted for less than one-half (1/2) day units. Such days of absence shall not be deducted from the bargaining unit member's sick leave days.

- 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.
- E. Notwithstanding Section A above, three (3) additional personal leave days, taken from a bargaining unit member's accumulated sick leave, may be used during a school year for personal leave upon approval of the Superintendent.
- F. Except in emergency circumstances, no more than 10% of the bargaining unit members per building may be on personal leave in any one day. In the event that more than 10% of a building schedules a personal day, requests will be approved on a first-come, first-served basis.

### 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.
- 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 out-of-county or overnight 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, or to conduct Association business. A maximum of twenty-eight (28) days per year will be allowed for such purposes. Association leave will also be granted to any bargaining unit member who the Association President designates as necessary to conduct Association business. 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.

#### 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.

6.11 Misuse of any leave may result in disciplinary action as set forth by Article 11.16 of this Agreement.

6.12 Use of Personal Days and Unpaid Leave

When an employee applies for leave, after having exhausted all available accumulated sick days, the Treasurer's Office will notify the employee by email that their personal days, should they have any remaining, will be used. The AESOP manager shall also be notified in order to keep the electronic records available to the employee up-to-date and accurate. An employee shall use all paid leave prior to requesting unpaid leave. It is the responsibility of each member to be knowledgeable of, and accountable for, his/her leave balances.

**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 letter of intent with the Superintendent of schools not later than January 31<sup>st</sup>. 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 letter of intent 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 letters of intent shall then be compiled into a list for use in filling assignments. A new list shall be compiled annually by February 15<sup>th</sup>, and a copy provided to the Association President.
- 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, school counselor 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 notification shall be provided to each bargaining unit member via designated school e-mail and through the school district's web site. 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 a Seniority List and a RIF List:**

A. By October 31<sup>st</sup> of each school year a chronological seniority list shall be prepared by the school district's administration and provided to the Zanesville E.A. The seniority list shall contain the names of all bargaining unit members according to their 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. From the seniority list two (2) seniority lists will be further prepared, 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.
  7. For reduction in force purposes all bargaining unit members on the two (2) seniority lists shall be considered to have comparable evaluations.
  8. As the school year progresses any necessary corrections to the two (2) seniority lists shall be made by the school district's administration and the updated lists shall then be provided to the Zanesville E.A.
- B. When a reduction in force is to be implemented a reduction in force (RIF) list shall be prepared indicating the specific positions to be abolished and listing the names of those bargaining unit members who will have their contracts suspended. 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. The reduction in force (RIF) 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 placed on the RIF list and laid-off through contract suspension.
- 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.

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 licensed 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 178 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.
  - 1. Termination of a bargaining unit member's contract shall be according to Section 3319.16 and related provision of the Ohio Revised Code.
  - 2. With respect to evaluation, only a poorly performing teacher as defined in section F. in 25.5 in this Agreement shall be considered for termination.
- B. Nonrenewal of Regular Limited Contracts
  - 1. Notification of non-renewal of bargaining unit members under limited contracts shall be governed by Section E of ORC 3319.11.
  - 2. With respect to evaluation, following the first two (2) years of teaching in the district, only a poorly performing teacher as defined in section F. in 25.5 in this

Agreement and any bargaining unit member on a one (1) year limited contract may be considered for non-renewal.

- C. Evaluation of all bargaining unit members shall follow the procedures set forth in Article XXV in this Agreement. 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 years 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. All closeout procedures must be completed prior to final payment.
- 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 to bargaining unit members electronically. 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 treasurer on a pro-rated basis.
- 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.
  - J. The committee can also review equitability of the assignment of supplementals.

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 (For 2013-2014 Only)

**Class II**

Varsity Head Basketball Coach  
Varsity Head Football Coach  
Drill Team Director

Athletic Trainer  
Basketball & Other Sports Equipment Manager

**Class III**

Athletic Business Manager  
Assistant Athletic Trainer

**Class IV**

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

**Class V**

(Currently No Positions)

**Class VI**

\*Head Bowling Coach  
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  
Football Equipment Manager  
Varsity High School Cheerleader Advisor  
Varsity Volleyball Coach

**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  
8<sup>th</sup> Grade Cheerleader Advisor  
9<sup>th</sup> Grade Cheerleader Advisor  
Key Club Advisor  
Reserve Head Cheerleader Advisor  
Assistant Wrestling Coach  
Reserve Head/JV Baseball Coach  
\*Assistant Bowling Coach (2 positions)

**Class VIII**

High School Stage Designer  
Senior Class Advisor  
Junior Class Advisor  
Assistant High School Band Director  
Varsity Assistant Baseball Coach  
7<sup>th</sup> Grade Basketball Coach  
8<sup>th</sup> Grade Basketball Coach  
9<sup>th</sup> Grade Basketball Coach

**Class VIII (cont'd)**

7<sup>th</sup> Grade Football Coach  
8<sup>th</sup> Grade Football Coach  
9<sup>th</sup> Grade Football Coach Varsity Asst. 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)  
Middle School Wrestling  
Head School Nurse  
Website Coordinator/Publication Director-  
Zanesville Community H.S.

**Class IX**

Activities Manager (Middle School)  
August Football Practice  
August Band Practice  
7<sup>th</sup> Grade Track Coach  
8<sup>th</sup> Grade Track Coach  
7<sup>th</sup> Grade Volleyball Coach  
8<sup>th</sup> Grade Volleyball Coach  
9<sup>th</sup> Grade Volleyball Coach  
7-12<sup>th</sup> 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)  
\*Program Designer for Stadium Productions

**Class X**

Fall Boys Basketball Fitness  
Fall Girls Basketball Fitness  
Middle School Dramatics Director  
Quiz Team Advisor  
Middle School Vocal Music Director  
Football Defensive Coordinator  
Football Offensive Coordinator  
Football Scouting  
Summer Football Fitness  
Summer Boys Basketball Fitness  
\*Summer Boys Soccer Fitness  
\*Summer Girls Soccer Fitness  
\*Summer Volleyball Fitness  
Winter Football Fitness  
Winter Boys and Girls Track Fitness  
Pep Club Advisor  
SADD Advisor  
National Honor Society Advisor  
\*Elementary Yearbook Advisor  
Foreign Language Club Advisor  
Middle School Yearbook Advisor  
Middle School Student Council Advisor  
Elementary Drama Director  
Ski Club Advisor

*\*Individuals under contract for these supplemental positions shall be paid at Experience Level A for the 2013-2014 school year and be permitted to progress to Experience Levels B and C in subsequent school years.*

**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 a principal or administrator for each building in the district.
- 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 twenty-five (25) students to one teacher in kindergarten. One (1) licensed, paid aide shall be provided for each building and will be shared equally with all kindergarten teachers in that building. Load will be balanced to the degree possible.
  - 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. Load will be balanced to the degree possible.
  - C. The administration shall make every reasonable effort to have a ratio of no more than twenty-five (25) students to one teacher in grades 4-6. Load will be balanced to the degree possible.
  - D. Special education and preschool 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 shall be made to keep the ratio of no more than thirty-three (33) 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 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. Art, music and physical education classes shall not exceed forty (40) students unless mutually agreed by the member and Board. When determining class size for specials, consideration will be made for available space within each building for such classes. 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.
- 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 PLC/TBT/BLT functions as assigned in individual buildings.
  - C.
    - 1. Bargaining unit members may volunteer to substitute for another bargaining unit member during planning time. 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 fifteen dollars (\$15.00) per period (or 40 minutes at the elementary level), 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 or volunteer to "double-up" classes shall receive fifteen dollars

(\$15.00) per period (or 40 minutes at the elementary level), 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.

- D. Bargaining unit members at the elementary level shall have a minimum of one (1) day per week of teacher-directed time to use at professional discretion in place of PLC meetings.

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 Any bargaining unit member required to write nine (9) or more IEP's shall receive (1) paid release day within thirty (30) days prior to the scheduled IEP conferences. Said day shall be spent at their assigned building and shall be free of any teaching and/or duties. In addition, all special education staff will be allowed to use five morning PLC periods to write IEP's within thirty days of a scheduled IEP. These days are to be scheduled with the building principal.
- 11.14 During the course of the regular work day, all bargaining unit members shall:
- A. Be physically clean, neat, and well-groomed;
  - B. Dress in a "business casual" manner consistent with their professional responsibilities in order to work comfortably, while projecting a professional image to students, parents, and community members;
  - C. Dress in a manner that communicates to students a pride in personal appearance;
  - D. Dress in a manner that does not cause damage to district property;
  - E. Be groomed in such a way that their hair style or dress does not disrupt the educational process nor cause a health or safety hazard.

Notwithstanding the above, it is the mutual understanding of the Board and the Union that no dress code can cover all contingencies. Members must exert a certain amount of judgement in their choice of clothing. Wearing blue jeans on special event days or occasionally (if the look is "business casual") is appropriate, but should not be standard practice. T-shirts with school or education-related organization or which promote school spirit are appropriate attire. The discipline of a particular subject area (i.e., art, industrial technology, agriculture, exercise and sport science) may necessitate clothing other than "business casual."

- 11.15 No audio or visual recordings shall be made of a bargaining unit member by a school official, administrator, employee, parent, student, or guardian of a student unless the bargaining unit

member receives written notification and also agrees in writing to such recordings. Notwithstanding the previous sentence, audio or visual recordings may be permitted for gathering information for OTES purposes provided the bargaining unit member has given their written consent to such recordings. This provision does not include extra-curricular and/or co-curricular activities.

#### 11.16 Discipline of Bargaining Unit Members

- A. Unit members shall only be disciplined for just cause and only in compliance with the discipline procedures contained herein.
- B. Discipline will normally be administered progressively, with due regard for the severity of the violation. Progressive discipline shall take into account the nature of the violation, as well as the unit member's record of discipline.
- C. Forms of formal disciplinary action are:
  - 1. Formal verbal reprimand;
  - 2. Formal written reprimand;
  - 3. Suspension without pay; and
  - 4. Termination.
- D. It is understood that most cases shall be dealt with informally through conversations between the member and administration. Such informal warnings shall not be subject to the grievance process and shall not be recorded in the member's personnel file.
- E. A member may draft a written rebuttal to a formal verbal reprimand, which will be attached to the warning and placed in the member's personnel file.
- F. Appeal of disciplinary action beginning with the formal written reprimand, up to and including suspension, shall be made exclusively through the grievance procedure. Grievances of suspension shall be initiated at the Superintendent's step of the procedure. Termination shall be according to Section 3319.16 and related provision of the Ohio Revised Code and this Agreement.
- G. Bargaining unit members shall be entitled to Union representation at any conference.

### **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 eight (8) building meetings, which extend beyond the regular school day, involving the entire staff may be called by the principal during the year. The district will make every effort to schedule building meetings to allow every member to attend. Bargaining unit members shall be notified of building meetings at least one (1) week in advance.

- C. Bargaining unit members shall be required to attend "Back to School Night" and may be required to attend two (2) other school sponsored activities.
  - D. The district shall 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
- A. 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.
  - B. Beginning with the 2014-2015 school year and thereafter, it is not mandatory for the board to use days from spring break as make-up days. However, if it is necessary to do so, only a maximum of two (2) days may be used during spring break to make up calamity days. Said make-up days shall normally be taken from the end of spring break unless bargaining unit members vote to have them taken from the beginning of spring break.
- 12.3
- Parent conferences will be scheduled in the first semester 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 the second semester on two separate evenings staggered by grade levels. Conferences will be scheduled utilizing the data available at the time. The date for conferences will be set by mutual agreement of the Superintendent's Advisory Committee (SAC) prior to January 1<sup>st</sup> of the preceding year. 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 and a copy shall be available for review by administrators by request.
- 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. Professional development will be based upon the recommendations of the program being implemented. 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 Principal 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 Principal 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 enforcement of the student code of conduct for 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 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 bargaining 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** **Resident Educator Program**

15.1 Purpose

The Mentor Teacher Leaders (MTL) shall be established to implement and oversee the Resident Educator 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. The number of terms an Association member may serve on the committee is unlimited.

15.3 MTL Composition and Selection

- A. The MTL shall strive to be comprised of eight (8) members as follows:
  - 1. Member appointed by Superintendent.
  - 2. Seven (7) bargaining unit members; striving to have one (1) high school, one (1) middle school, three (3) elementary members (one from each elementary building), and two (2) facilitators. One facilitator shall be assigned to the middle and high schools and one assigned to the three (3) elementary buildings.
- B. The seven (7) 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 seven (7) 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 and serve as chairperson for a three (3) year term. Chairpersons may be re-elected.

- 15.5 The Resident Educator shall be given released time to observe other teachers and their mentor teacher in years 1 and 2 of the Ohio Resident Educator Program.
- 15.6 Release time for mentor/facilitator shall not infringe on the planning time of the Mentor, Facilitator or the Resident Educator. The release time will be flexible to allow classroom observation by the Resident Educator and one-on-one consultation with the Mentor/Facilitator. Release time shall amount to no more than the equivalent of six (6) days per school year, when the Resident Educator is active with a Mentor/Facilitator. Substitutes shall be hired for both the Mentor/Facilitator and the Resident Educator when needed. The Resident Educator may take at least one professional development day per grading period, not to exceed four (4) total days per school year in Year 1, Year 2, and Year 3, and no more than the equivalent of two (2) days per year in Year 4. Substitutes shall be hired for both the Mentor/Facilitator and the Resident Educator when needed. The Resident Educator may take one professional development day per grading period, not to exceed four (4) total days per school year.
- 15.7 Should the Resident Educator not be considered as having successfully completed the Ohio Resident Educator program by the administration and/or the State of Ohio, the Mentor,

Mentor Teacher Leaders or Facilitators shall not be held accountable in any way for the failure of the Resident Educator.

- 15.8 A Resident Educator assigned to a Mentor/Facilitator must actively participate in all scheduled meetings.
- 15.9 A Resident Educator should meet with his/her Mentor/Facilitator on a weekly basis for a minimum of one (1) hour in a professional capacity.
- 15.10 The assigned Mentor/Facilitator and Resident Educator shall participate in a number of formal and informal observations that address the Ohio Standards for the Teaching Profession and the requirements of the Resident Educator program.
- 15.11 A Resident Educator shall keep a portfolio that includes a dated summary sheet of each meeting, including signatures of the Mentor/Facilitator and the Resident Educator to be submitted on a monthly basis to MTL's.
- 15.12 Definitions

Terms used in the section shall include:

Facilitator - is a classroom teacher with proper certification and licensure and five years' experience in teaching in the state of Ohio. This staff member has successfully completed state mandated training and assigned to years 3 and 4 Resident Educators. Facilitators will assist Resident Educators prepare for the RESA by guiding and supporting the Resident Educator.

Mentor – is a classroom teacher with proper certification and licensure and five years' experience in teaching in the state of Ohio. This staff member shall volunteer to serve as a Mentor and has successfully completed state mandated mentor training.

Resident Educator – is a teacher employed under a four-year Resident Educator license.

Formative Assistance – consists of workshops, released time, seminars, training provided either for the Mentor or Resident Educator.

- 15.13 Mentor Teacher Leaders, Facilitators, 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 a Resident Educator during a school year then he/she shall not be paid a supplemental salary for that school year. Furthermore, if there are no Resident Educators 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 Other than a notation to the effect that a teacher served as a Mentor/Facilitator, the teacher's activities as a Mentor/Facilitator shall not be part of that staff member's evaluation.
- 15.15 No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
- 15.16 Mentors/Facilitators shall not participate in the informal or formal evaluation of any Resident Educator.

- 15.17 Mentors/Facilitators shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- 15.18 No Mentor/Facilitator shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator discussions.
- 15.19 All interaction, written or oral, between the Mentor/Facilitator and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentor/Facilitator shall constitute grounds for immediate removal from his/her role as a Mentor/Facilitator.
- 15.20 At any time, either the Mentor/Facilitator or the Resident Educator may exercise the option to have a new Mentor/Facilitator assigned. The Mentor/Facilitator and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- 15.21 All members of the Mentor Teacher Leaders, Mentors, Facilitators and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
- 15.22 Mentors/Facilitators shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educators with any administrator, assessor, or other teacher.
- 15.23 The regular evaluation of the Mentor/Facilitator shall not be affected in any aspect by his/her participation in the Resident Educator Program.
- 15.24 Resident Educators shall be provided all due process provisions allowed by the Master Agreement and ORC.

**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 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 percentages towards the insurance premium. Employee share shall only increase during the duration of this Agreement if the total premium cost increases, and only at such a rate as to maintain the employee share percentage. Such increases shall not exceed the dollar caps shown in Appendix D.

A. Health insurance Open Enrollment period will be October annually for the following calendar year.

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

The Board shall establish the option of Flexible Spending Accounts.

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. Review of district health insurance shall be one of the functions of the Superintendent Advisory Committee.
- 17.6 Grandfather Clause
- A. Current Insurance Option 1 as shown in Appendix D, shall be available only to employees enrolled in Option 1 as of the date of ratification of this Agreement. The Board shall continue to offer Option 1 to these employees but will not offer Option 1 to new enrollees during open enrollment periods.
  - B. If an employee covered by this clause elects to enroll in Option 2, Option 3, or the Option 3–H.S.A. as shown in Appendix D, the employee is not eligible to re-elect Option 1 at a later date.

## **Article XVIII**

### **Salary**

- 18.1 The BA Base shall be increased by 2.0% to \$32,958 for the 2017-2018 school year; increased by 1.75% to \$33,535 for the 2018-2019 school year; and increased by 1.5% to \$34,038 for the 2019-2020 school year. For the 2017-2018 school year only, all bargaining unit members above step twenty (20) on the salary schedule shall receive a one-time stipend of three-hundred dollars (\$300.00)
- 18.2 All persons are to be paid in twenty-four (24) equal installments on the 15<sup>th</sup> and 30<sup>th</sup> of the month (or last day of February). If the regular pay date is on the weekend or a holiday, the pay date will be on the last work day preceding that date. The last equal installment of the twenty-seven (27) pays per year schedule will be January 2, 2015. Increases to the base salaries will be paid retroactively on the January 2<sup>nd</sup>, 2015 pay, along with the last twenty-seven (27) equal installment amount. The twenty-four (24) equal installments per year schedule will then begin

with the first installment paid on January 15<sup>th</sup>, followed by an installment paid on January 30<sup>th</sup> and the 15<sup>th</sup> and the 30<sup>th</sup> of each month thereafter (or last day of the February).

- 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-four (24) 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-four (24) 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-four (24) 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-four (24) 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-four (24) 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 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.
- 18.17 A. In the interest of open communication, district finances shall be reviewed and discussed as part of the SAC agenda.
- 18.18 Consistent with Rule 3307-06-01 of the Ohio Administrative Code, the Board will pay a stipend to the Association President, Vice President, Secretary and Treasurer. The Association shall certify the stipend amounts to the Board's Treasurer, which can in no event exceed the maximum allowed by Rule 3307-6-01. The Association shall promptly and fully reimburse the Board for the total cost of stipends, including any applicable retirement costs.

**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 (1/4) of that person's accumulated sick leave, not to exceed seventy-three (73) 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**  
**Grievance Procedure**

- 20.1 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.
- 20.2 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.
- 20.3 Since it is important that grievance procedures be processed as rapidly as possible, the number of school 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.

#### 20.4 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.

#### 20.5 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) school 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) school days after receiving the written grievance and shall render a written decision within five (5) school days after the hearing.

#### 20.6 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) school days of the receipt of the principal's decision. The Superintendent or his designee shall hold a hearing within five (5) school days of receiving the grievance and shall render a written decision within five (5) school days of the hearing.

#### 20.7 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) school 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) school days of the hearing.

#### 20.8 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) school 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.

20.9 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 school 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.

20.10 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 and the grievance is considered concluded.
- 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 XXI**  
**Evaluation**

21.1 Purpose and Criteria

- A. The purpose of evaluation is to improve instruction and to make a record of a bargaining unit member's performance.
- B. No bargaining unit member shall be evaluated more than once annually.
- C. The evaluation shall be completed not later than the first day of May, and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.
- D. All forms used in the evaluation process shall follow the Ohio Teacher Evaluation System (OTES).
- E. Notwithstanding the language in the Other Observed Deficiencies section of this Article, no bargaining unit member shall be evaluated on his or her work performance except based on the observations of the bargaining unit member by the teacher's assigned evaluator and based on the walkthroughs that are set forth in this agreement.
- F. All monitoring or observation of the work performance of a bargaining unit member shall be conducted openly and with full knowledge of the bargaining unit member.
- G. No misleading, inaccurate, untimely or undocumented information may become part of a bargaining unit member's evaluation. All results and conclusions of performance assessments must be documented and supported by evidence.
- H. Evaluators will include building administrators who have completed state-sponsored evaluation training and have passed the online credentialing assessment. In addition, there shall be a list of Board approved credentialed evaluators agreed upon with the Association who have had prior experience as a classroom teacher and who have completed state-sponsored evaluation training, and have passed the online credentialing assessment. The evaluator will identify himself/herself to the bargaining unit member prior to beginning the annual evaluation process. This may be written, via email, or verbal.
- I. The teacher members of any committee established by the school board, or the school district's administration, to deal with matters regarding the evaluation of bargaining unit members shall be selected by the Zanesville Education Association.
- J. A teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated every third school year.
- K. A teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year.
- L. In any year that a teacher is not formally evaluated as in sections J and K above as a result of receiving a rating of accomplished or skilled on the teacher's most recent

evaluation, an individual qualified to evaluate a teacher under section H of this article shall conduct at least one observation of the teacher and hold at least one conference with the teacher. The teacher must also maintain expected student growth in those years not fully evaluated.

- M. The following teachers shall not be evaluated:
1. teacher was on leave from the school district for fifty per cent or more of the school year, as calculated by the board.
  2. teacher has submitted notice of retirement and that notice has been accepted by the board not later than the first day of December of the school year in which the evaluation is otherwise scheduled to be conducted.

## 21.2 Observations

- A. Observation criteria and the observation process will be explained to a bargaining unit member by the evaluator in a conference held at least three (3) school days before a formal observation is conducted.
- B. A minimum of two (2) formal observations shall be conducted to support each evaluation. A formal observation shall last a minimum of thirty (30) minutes. If the Board has entered into a limited contract, or extended limited contract, with a bargaining unit member pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a third formal observation of at least thirty (30) minutes if the bargaining unit member is under consideration for non-renewal. All observations shall be scheduled at least three (3) weeks apart from each other.
- C. A post-observation conference shall be held within ten (10) work days after each formal observation and shall be used to inform the bargaining unit member if observed instructional practices were aligned with the criteria on the observation form. The identification of any performance deficiencies and recommendations for improvement shall be compiled and reported in writing and a copy of the report shall be provided to the bargaining unit member during the post-observation conference. A required signature by the bargaining unit member to receive the report should not be construed as evidence that the bargaining unit member agrees with the contents of the observation report. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies by:
1. Identifying performance deficiencies;
  2. Listing specific performance expectations;
  3. Noting what resources and assistance are to be provided by the District to support professional development of the teacher;
  4. Providing sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

### 21.3 Walkthroughs

- A. A walkthrough is an informal observation of a bargaining unit member by an evaluator that lasts less than thirty (30) minutes.
- B. A bargaining unit member shall be notified of a walkthrough by the evaluator.
- C. The identification of any performance deficiencies and recommendations for improvement shall be compiled and reported in writing and a copy of the report shall be provided to the bargaining unit member. A required signature by the bargaining unit member to receive the report should not be construed as evidence that the bargaining unit member agrees with the contents of the walkthrough report. A bargaining unit member shall be permitted to schedule a conference with the evaluator to discuss any identified deficiencies, and to discuss recommendations to correct them.

### 21.4 Other Observed Deficiencies

Other observed deficiencies regarding the bargaining unit member's failure to adhere to reasonable work rules and other documented deficiencies, not noted during the formal observations or walkthroughs, must be put in writing and provided to the bargaining unit member within three (3) work days after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and the plan shall allow not more than six (6) weeks for such remediation.

### 21.5 Finalization of the Evaluation

- A. Not later than May 10, a copy of the formal written evaluation report shall be given to the bargaining unit member and a conference shall be held between him/her and the evaluator.
- B. The summative evaluation of a bargaining unit member shall be based upon student state required growth measures resulting from assessments that were administered in the previous school year, current year local growth measures, and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The summative evaluation shall be based on 50% teacher performance ratings and 50% student growth measures for 2014-2015. The OTEs committee will determine by September 15<sup>th</sup> of each year thereafter the appropriate percentages allowed per law that will be in effect for evaluation purposes.
- C. The evaluation shall acknowledge the performance strengths of the bargaining unit member evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the bargaining unit member to verify notification that the evaluation will be placed on file, but his/her signature should not be construed as evidence that the bargaining unit member agrees with the contents of the evaluation report. The evaluation report shall be completed by May 10 and sent to the Superintendent.
- D. Upon completion of the annual evaluation process, classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.

This rating will be determined based on percentages prescribed by Ohio law and/or Ohio Department of Education regulations with respect to teacher performance as assessed in the evaluation process and student growth measures. Student growth will be determined through measures required by Ohio law and the Ohio Department of Education based upon the teacher's instructional assignment.

- E. The evaluation of all non-classroom teachers shall be based upon two (2) observations, walkthroughs and other performance indicators. Observations and walkthroughs shall comply with the provisions set forth in this Article. Upon completion of the annual evaluation process, non-classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective.
- F. A poorly performing teacher is any teacher who has received an evaluation rating of Ineffective for two (2) of the three (3) most recent school years, has completed a professional improvement plan in the fourth school year following the three (3) most recent school years, and has also received an evaluation rating of Ineffective in that fourth school year.

#### 21.6 Professional Development

Professional growth and improvement plans shall be developed as follows:

- A. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluators within the building, or choose a credentialed evaluator approved by the Superintendent, for the evaluation cycle as set forth in this agreement.
- B. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators for the evaluation cycle as set forth in this agreement.
- C. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators. The Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.

#### 21.7 Improvement Plans

A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. The professional improvement plan shall include:

- A. Specific performance expectations to be met;
- B. Material resources and human assistance resources to be provided; and
- C. A timeline for the plan's completion of not less than fifteen (15) weeks.

#### 21.8 Due Process

- A. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any

teacher until three years of data have been collected and three evaluation cycles have been completed.

- B. Bargaining unit members who disagree with the level of student growth, observations, walkthroughs, the rating of performance and/or the summative, or overall, evaluation rating shall be allowed to submit a rebuttal that will be kept, or electronically filed, with the appropriate document.
- C. A teacher shall be entitled to Union representation at any conference held during this evaluation procedure in which the teacher will be advised of an impending adverse personnel action, including non-renewal, termination, or being placed on a plan of improvement.
- D. Failure by the District to adhere to any timeline or condition established in this agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the teacher is not eligible for a continuing contract.

## 21.9 Counselor Evaluation

- A. Criteria for Counselor Evaluation
  - 1. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School Counselor Evaluation Rubric.
  - 2. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor.
  - 3. No misleading, inaccurate, untimely or undocumented information may become part of a counselor's evaluation. All results and conclusions of a counselor evaluation must be documented and supported by evidence.
  - 4. The District shall conduct all evaluations so as to observe the legal and constitutional rights of counselors and students.
  - 5. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.
- B. Evaluation Process
  - 1. No school counselor shall be subject to more than one (1) evaluation cycle per school year.
  - 2. The final summative evaluation shall be completed no later than the first (1<sup>st</sup>) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10<sup>th</sup>) day of May.
  - 3. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to Section 3319.11 of the Ohio Revised Code, the

Board shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to division (B), (C)(3), (D), or (E) of that section.

4. The Board of Education shall evaluate a counselor receiving a rating of “Accomplished” every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.
5. The Board of Education shall evaluate a counselor receiving a rating of “Skilled” every two (2) years as long as the metric of student outcome is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.
6. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of accomplished or skilled, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.
7. The District shall not conduct an evaluation for any counselor who:
  - a. Was on leave for 50% or more of the school year; or
  - b. Submitted notice of retirement and such notice has been acted on by the Board of Education on or before December 1<sup>st</sup> of the school year in which they plan to retire.

C. Informal Observation

1. An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented and will focus on one (1) or more of the following components:
  - Comprehensive School Counseling Program Plan
  - Direct Services for Academic, Career and Social/Emotional Development
  - Evaluation and Data
  - Indirect Services: Partnership and Referrals
  - Leadership and Advocacy
  - Professional Responsibility, Knowledge and Growth
  - Student Outcomes

The Principal and Counselor will meet at the beginning of the year to establish goals for the seven criteria items.

2. The walkthrough shall be at least ten (10) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough must be

of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

3. The counselor shall be provided a copy of the informal observation form, within five (5) working days of the observation, including all anecdotal documents relative to the walkthrough.
4. No more than two (2) informal observations shall be included in each evaluation cycle. At least one (1) informal observation will occur prior to each formal observation. Evidence collection is ongoing throughout the evaluation cycle.

#### D. Formal Observations

1. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between the beginning of the School Counselor's duty calendar and April 30. There will be a minimum of six (6) weeks between the first two (2) formal observations.
2. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observation in excess of those enumerated in 1. above, shall occur more than fifteen (15) working days after the most recent formal observation.
3. Each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed. At the pre-conference meeting, the parties shall mutually agree to and designate the time and location of the observation. If a pre-conference is not held, the counselor and evaluator shall mutually determine the time and location of the observation.
4. A post-observation conference shall be held no more than ten (10) working days following the observation and at least one (1) working day following the receipt of the draft observation report. The conference shall be used to inform the counselor if observed practices are aligned with the expectations that are identified in the professional growth or improvement plan and give the counselor the opportunity to provide additional evidence of performance based upon the draft observation report.
5. The evaluator shall consider and cite evidence gathered from a variety of sources in addition to the observation when completing the counselor evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), formal and informal observations during the evaluation cycle, and any evidence provided by the counselor or observed during working hours by an administrator.
6. A counselor may request a formal observation at any time, in addition to those required by this procedure.

E. Finalization of the Evaluation Cycle

1. Each evaluation will result in a final summative rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. Any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor’s signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report.
2. Before the evaluation cycle is considered complete, a copy of the formal written evaluation report shall be given to the counselor and a conference shall be held between the counselor and the evaluator.
3. The final summative evaluation shall be an accurate reflection of all in-cycle informal and formal observations, professional growth or improvement plans, Metric(s) of Student Outcomes, and evidence provided by the counselor and the administrator.
4. Only as required by law, the Superintendent or his/her designee will, on behalf of the Board of Education submit to the Ohio Department of Education (ODE), the final summative rating of each school counselor.
5. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor’s personnel file.

F. Professional Growth Plans

1. Counselors with a summative evaluation rating of accomplished will independently develop a professional growth plan in accordance with Article 25.6 of this Agreement. If developing or skilled, the PGP will be developed with the building administrator.

G. Professional Improvement Plan

1. A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has a final summative rating of “Ineffective” on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in Article 25.7 of this Agreement.

H. Due Process

1. Due process shall be in accordance with Article 21.8 of this Agreement.

I. Professional Development

1. The Board shall provide training on the counselor evaluation procedure for those seeking to become credentialed evaluators and all counselors prior to the implementation of the evaluation procedure.
2. Evaluators
  - a. Before beginning the evaluation process, each evaluator shall be required to successfully complete the state-mandated evaluator credentialing training.

**Article XXII**  
**Entire Agreement Clause**

- 22.1 This contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

**Article XXIII**  
**Duration and Effects**

- 23.1 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.

- 23.2 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.

23.3 Duration

The provision of this Agreement shall be in effect upon final approval of both parties from August 1, 2017 until July 31, 2020. 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.

23.4 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 and the Union will share the cost of reproducing the number of copies of the Agreement required above as well as fifteen (15) extra copies for Association use. In addition, an electronic version will be posted to the District's website.

23.5 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:

Vicki Funt 9-19-17  
President Date

Doug Bates 9-12-17  
Superintendent Date

ZANESVILLE EDUCATION ASSOCIATION:

Wendy J Lowe 9-22-17  
President Date

## **GLOSSARY**

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.
Elementary Specialists	The term “elementary specialists” shall mean those bargaining unit members who are certificated/licensed to teach art, physical education, or music.

**APPENDIX A**

**ZANESVILLE CITY SCHOOLS  
Teacher Salary Index**

	No	BA	BA+	BA+	MA	MA	MA	MA
<u>Years</u>	<u>Degree</u>	<u>Degree</u>	<u>139 hrs</u>	<u>150 hrs</u>	<u>Degree</u>	<u>+15 hrs</u>	<u>+30 hrs</u>	<u>+45 hrs</u>
0	0.8650	1.0000	1.0260	1.0540	1.0990	1.1490	1.1990	1.3101
1	0.9000	1.0380	1.0650	1.0960	1.1500	1.2040	1.2590	1.3701
2	0.9350	1.0760	1.1040	1.1380	1.2010	1.2590	1.3190	1.4301
3	0.9700	1.1140	1.1430	1.1800	1.2520	1.3140	1.3790	1.4901
4	1.0050	1.1520	1.1820	1.2220	1.3030	1.3690	1.4390	1.5501
5	1.0400	1.1900	1.2210	1.2640	1.3540	1.4240	1.4990	1.6101
6		1.2280	1.2600	1.3060	1.4050	1.4790	1.5590	1.6701
7		1.2660	1.2990	1.3480	1.4560	1.5340	1.6190	1.7301
8		1.3040	1.3380	1.3900	1.5070	1.5890	1.6790	1.7901
9		1.3420	1.3770	1.4320	1.5580	1.6440	1.7390	1.8501
10		1.3800	1.4160	1.4740	1.6090	1.6990	1.7990	1.9101
11		1.4180	1.4550	1.5160	1.6600	1.7540	1.8590	1.9701
12		1.4560	1.4940	1.5580	1.7110	1.8090	1.9190	2.0301
20		1.4940	1.5330	1.6000	1.7620	1.8640	1.9790	2.0901

**ZANESVILLE CITY SCHOOLS  
TEACHER SALARY SCHEDULE**

Base: \$32,958

2017-2018 (includes 2% increase)

Yrs.	No Degree	BA Degree	BA+ 139 hrs	BA+ 150 hrs	MA Degree	MA+ 15 hrs	MA+ 30 hrs	MA+ 45 hrs
0	28,509	32,958	33,815	34,738	36,221	37,869	39,517	43,178
1	29,662	34,210	35,100	36,122	37,902	39,681	41,494	45,156
2	30,816	35,463	36,386	37,506	39,583	41,494	43,472	47,133
3	31,969	36,715	37,671	38,890	41,263	43,307	45,449	49,111
4	33,123	37,968	38,956	40,275	42,944	45,120	47,427	51,088
5	34,276	39,220	40,242	41,659	44,625	46,932	49,404	53,066
6	34,276	40,472	41,527	43,043	46,306	48,745	51,382	55,043
7	34,276	41,725	42,812	44,427	47,987	50,558	53,359	57,021
8	34,276	42,977	44,098	45,812	49,668	52,370	55,336	58,998
9	34,276	44,230	45,383	47,196	51,349	54,183	57,314	60,976
10	34,276	45,482	46,669	48,580	53,029	55,996	59,291	62,953
11	34,276	46,734	47,954	49,964	54,710	57,808	61,269	64,931
12	34,276	47,987	49,239	51,349	56,391	59,621	63,246	66,908
20	34,276	49,239	50,525	52,733	58,072	61,434	65,224	68,886

**ZANESVILLE CITY SCHOOLS  
TEACHER SALARY SCHEDULE**

**Base:       \$33,535**

**2018-2019 (includes 1.75% increase)**

<b>Yrs.</b>	<b>No Degree</b>	<b>BA Degree</b>	<b>BA+ 139 hrs</b>	<b>BA+ 150 hrs</b>	<b>MA Degree</b>	<b>MA+ 15 hrs</b>	<b>MA+ 30 hrs</b>	<b>MA+ 45 hrs</b>
<b>0</b>	29,008	33,535	34,407	35,346	36,855	38,532	40,208	43,934
<b>1</b>	30,182	34,809	35,715	36,754	38,565	40,376	42,221	45,946
<b>2</b>	31,355	36,084	37,023	38,163	40,276	42,221	44,233	47,958
<b>3</b>	32,529	37,358	38,331	39,571	41,986	44,065	46,245	49,971
<b>4</b>	33,703	38,632	39,638	40,980	43,696	45,909	48,257	51,983
<b>5</b>	34,876	39,907	40,946	42,388	45,406	47,754	50,269	53,995
<b>6</b>	34,876	41,181	42,254	43,797	47,117	49,598	52,281	56,007
<b>7</b>	34,876	42,455	43,562	45,205	48,827	51,443	54,293	58,019
<b>8</b>	34,876	43,730	44,870	46,614	50,537	53,287	56,305	60,031
<b>9</b>	34,876	45,004	46,178	48,022	52,248	55,132	58,317	62,043
<b>10</b>	34,876	46,278	47,486	49,431	53,958	56,976	60,329	64,055
<b>11</b>	34,876	47,553	48,793	50,839	55,668	58,820	62,342	66,067
<b>12</b>	34,876	48,827	50,101	52,248	57,378	60,665	64,354	68,079
<b>20</b>	34,876	50,101	51,409	53,656	59,089	62,509	66,366	70,092

**ZANESVILLE CITY SCHOOLS  
TEACHER SALARY SCHEDULE**

**Base: \$34,038**

**2019-2020 (includes 1.5% increase)**

<b>Yrs.</b>	<b>No Degree</b>	<b>BA Degree</b>	<b>BA+ 139 hrs.</b>	<b>BA+ 150 hrs.</b>	<b>MA Degree</b>	<b>MA+ 15 hrs.</b>	<b>MA+ 30 hrs.</b>	<b>MA+ 45 hrs.</b>
<b>0</b>	29,443	34,038	34,923	35,876	37,408	39,110	40,812	44,593
<b>1</b>	30,634	35,331	36,250	37,306	39,144	40,982	42,854	46,635
<b>2</b>	31,826	36,625	37,578	38,735	40,880	42,854	44,896	48,678
<b>3</b>	33,017	37,918	38,905	40,165	42,616	44,726	46,938	50,720
<b>4</b>	34,208	39,212	40,233	41,594	44,352	46,598	48,981	52,762
<b>5</b>	35,400	40,505	41,560	43,024	46,087	48,470	51,023	54,805
<b>6</b>	35,400	41,799	42,888	44,454	47,823	50,342	53,065	56,847
<b>7</b>	35,400	43,092	44,215	45,883	49,559	52,214	55,108	58,889
<b>8</b>	35,400	44,386	45,543	47,313	51,295	54,086	57,150	60,931
<b>9</b>	35,400	45,679	46,870	48,742	53,031	55,958	59,192	62,974
<b>10</b>	35,400	46,972	48,198	50,172	54,767	57,831	61,234	65,016
<b>11</b>	35,400	48,266	49,525	51,602	56,503	59,703	63,277	67,058
<b>12</b>	35,400	49,559	50,853	53,031	58,239	61,575	65,319	69,101
<b>20</b>	35,400	50,853	52,180	54,461	59,975	63,447	67,361	71,143

**ZANESVILLE CITY SCHOOLS  
SUPPLEMENTAL SALARY SCHEDULE  
2017-2018**

**Base Salary: \$32,958**

<u>Class</u>	<u>Experience Level A 0-1 Year</u>		<u>Experience Level B 2-3 Years</u>		<u>Experience Level C 4 or More</u>	
I	0.19	\$6,262	0.2	\$6,592	0.21	\$6,921
II	0.17	\$5,603	0.18	\$5,932	0.19	\$6,262
III	0.15	\$4,944	0.16	\$5,273	0.17	\$5,603
IV	0.13	\$4,285	0.14	\$4,614	0.15	\$4,944
V	0.11	\$3,625	0.12	\$3,955	0.13	\$4,285
VI	0.09	\$2,966	0.1	\$3,296	0.11	\$3,625
VII	0.07	\$2,307	0.08	\$2,637	0.09	\$2,966
VIII	0.05	\$1,648	0.06	\$1,977	0.07	\$2,307
IX	0.035	\$1,154	0.04	\$1,318	0.05	\$1,648
X	0.025	\$824	0.03	\$989	0.035	\$1,154

**ZANESVILLE CITY SCHOOLS  
SUPPLEMENTAL SALARY SCHEDULE  
2018-2019**

**Base Salary: \$33,535**

<u>Class</u>	<b>Experience Level A <u>0-1 Year</u></b>		<b>Experience Level B <u>2-3 Years</u></b>		<b>Experience Level C <u>4 or More</u></b>	
I	0.19	\$6,372	0.2	\$6,707	0.21	\$7,042
II	0.17	\$5,701	0.18	\$6,036	0.19	\$6,372
III	0.15	\$5,030	0.16	\$5,366	0.17	\$5,701
IV	0.13	\$4,360	0.14	\$4,695	0.15	\$5,030
V	0.11	\$3,689	0.12	\$4,024	0.13	\$4,360
VI	0.09	\$3,018	0.1	\$3,354	0.11	\$3,689
VII	0.07	\$2,347	0.08	\$2,683	0.09	\$3,018
VIII	0.05	\$1,677	0.06	\$2,012	0.07	\$2,347
IX	0.035	\$1,174	0.04	\$1,341	0.05	\$1,677
X	0.025	\$838	0.03	\$1,006	0.035	\$1,174

**ZANESVILLE CITY SCHOOLS  
SUPPLEMENTAL SALARY SCHEDULE  
2019-2020**

**Base Salary: \$34,038**

<u>Class</u>	<b>Experience Level A <u>0-1 Year</u></b>		<b>Experience Level B <u>2-3 Years</u></b>		<b>Experience Level C <u>4 or More</u></b>	
I	0.19	\$6,467	0.2	\$6,808	0.21	\$7,148
II	0.17	\$5,786	0.18	\$6,127	0.19	\$6,467
III	0.15	\$5,106	0.16	\$5,446	0.17	\$5,786
IV	0.13	\$4,425	0.14	\$4,765	0.15	\$5,106
V	0.11	\$3,744	0.12	\$4,085	0.13	\$4,425
VI	0.09	\$3,063	0.1	\$3,404	0.11	\$3,744
VII	0.07	\$2,383	0.08	\$2,723	0.09	\$3,063
VIII	0.05	\$1,702	0.06	\$2,042	0.07	\$2,383
IX	0.035	\$1,191	0.04	\$1,362	0.05	\$1,702
X	0.025	\$851	0.03	\$1,021	0.035	\$1,191

**ZANESVILLE CITY SCHOOLS  
ZEA BENEFIT OPTION - 2018**

	<b>CURRENT OPTION 1</b>		<b>CURRENT OPTION 2</b>		<b>CURRENT OPTION 3</b>		<b>OPTION 3 - H.S.A.</b>	
	<b>IN NETWORK</b>	<b>OUT OF NET</b>	<b>IN NETWORK</b>	<b>OUT OF NET</b>	<b>IN NETWORK</b>	<b>OUT OF NET</b>	<b>IN NETWORK</b>	<b>OUT OF NET</b>
	Deductible Single/Family	\$200/\$400	\$300/\$600	\$500/\$1000	\$1000/\$2000	\$1000/\$2000	\$2000/\$4000	\$1500/\$3000
Co-insurance	90%	80%	90%	80%	80%	70%	80%	70%
Out of Pocket	\$500/\$1000	\$1000/\$2000	\$500/\$1000	\$1000/\$2000	\$1000/\$2000	\$1500/\$3000	\$1500/\$3000	\$3000/\$6000
Maximum Out of Pocket	\$700/\$1400	\$1300/\$2600	\$1000/\$2000	\$2000/\$4000	\$2000/\$4000	\$3500/\$7000	\$3000/\$6000	\$6000/\$12,000
Office Visit Co-Pay	\$20	Ded/Co-ins	\$20	Ded/Co-ins	\$25	Ded/Co-ins	Ded/Co-ins	Ded/Co-ins
Office Visit Co-Pay - Specialist	\$35	Ded/Co-ins	\$35	Ded/Co-ins	\$40	Ded/Co-ins	Ded/Co-ins	Ded/Co-ins
Urgent Care Co-Pay	\$35	Ded/Co-ins	\$35	Ded/Co-ins	\$50	Ded/Co-ins	Ded/Co-ins	Ded/Co-ins
ER Co-Pay (must be emerg)	\$100	Ded/Co-ins	\$100	Ded/Co-ins	\$150	Ded/Co-ins	Ded/Co-ins	Ded/Co-ins
Drug Card - 30 Day Supply	\$5/\$25	\$5/\$25	\$5/\$25	\$5/\$25	\$5/\$25	\$5/\$25	Ded/Co-ins	Ded/Co-ins
Drug Card - 90 Day Supply	\$10/\$50	\$10/\$50	\$10/\$50	\$10/\$50	\$10/\$50	\$10/\$50	Ded/Co-ins	Ded/Co-ins
<b>Single</b>	<b>\$886</b>		<b>\$830</b>		<b>\$797</b>		<b>\$741</b>	
<b>Family</b>	<b>\$2,190</b>		<b>\$2,053</b>		<b>\$1,938</b>		<b>\$1,684</b>	
<b>Employee Share Single</b>	<b>\$128.63</b>	<b>14.52%</b>	<b>\$72.63</b>	<b>8.75%</b>	<b>\$39.63</b>	<b>5.00%</b>	<b>\$37.05</b>	<b>5.00%</b>
<b>Emp. Share both Spouses w/Sin</b>	<b>\$83.61</b>		<b>\$47.21</b>		<b>\$25.76</b>		<b>\$24.08</b>	
<b>Annual Board Contribution</b>	<b>\$9,088.50</b>	<b>85.48%</b>	<b>\$9,088.50</b>	<b>91.25%</b>	<b>\$9,088.50</b>	<b>95.00%</b>	<b>\$8,447.40</b>	<b>95.00%</b>
<b>Employee Share - Family</b>	<b>\$393.63</b>	<b>17.97%</b>	<b>\$256.63</b>	<b>12.50%</b>	<b>\$142.63</b>	<b>7.36%</b>	<b>\$123.94</b>	<b>7.36%</b>
<b>Emp. Share both Spouses w/Fam</b>	<b>\$255.86</b>		<b>\$166.80</b>		<b>\$92.71</b>		<b>\$80.56</b>	
<b>Annual Board Contribution</b>	<b>\$21,556.50</b>	<b>82.03%</b>	<b>\$21,556.50</b>	<b>87.50%</b>	<b>\$21,556.50</b>	<b>92.64%</b>	<b>\$19,156.50</b>	<b>92.64%</b>
<b>Cap Year 2</b>								
<b>Single</b>	<b>\$135.00</b>		<b>\$75.00</b>		<b>\$42.00</b>		<b>\$40.00</b>	
<b>Family</b>	<b>\$415.00</b>		<b>\$270.00</b>		<b>\$150.00</b>		<b>\$130.00</b>	
<b>Cap Year 3</b>								
<b>Single</b>	<b>\$142.00</b>		<b>\$82.00</b>		<b>\$45.00</b>		<b>\$42.00</b>	
<b>Family</b>	<b>\$430.00</b>		<b>\$285.00</b>		<b>\$157.00</b>		<b>\$135.00</b>	

Option 1 is Grandfathered to current participants, no new enrollees. Current participants can not go back if they choose to leave option 1 during the open enrollment periods.