

# Tentative Agreement

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Between the  
Reynoldsburg City School District Board of Education  
and the  
Reynoldsburg Education Association

August 1, 2014 through July 31, 2017



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(for the Board of Education)

10/8/14

(date)

8:32 p.m.



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(for the Association)

10/8/14

(date)

8:18 pm

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8:18 pm  
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9:52

**Housekeeping**

- Replace "employee" with "Teacher"
- Add evaluation form for Speech Pathologists, Nurses, Guidance Counselors, and Media Specialists (Article VI.i)
- Replace "President" with "President/Co-President"

**Resolved Items**

Any item which appeared in the expired Agreement and which has not been changed shall remain the same as in the expired agreement.

ARTICLE V - CONTRACT PROVISIONS

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G. Reduction in Force/Layoff of Employees

1. Reduction in Force (RIF)

When by reasons of declining student enrollment, program changes, revisions or reductions, program elimination, course offering changes and selections, budgetary constraints and/or for other reasons set forth in O.R.C. §3319.17, the Board determines that it will be necessary to reduce the number of employees, it may make a reasonable reduction in each teaching field as prescribed by law. In making such reduction, normal attrition, all retirements and voluntary resignations will be the first group of certified personnel to effect a RIF program. If further reduction is required, then the Administration or Board will notify the teaching staff of its need to make a reasonable reduction of staff no less than thirty (30) days prior to such reduction.

2. Layoffs

Upon notification of the intent to lay off employees as provided in section 1. above, a Reduction in Force (RIF) list shall be prepared on which all employees shall be listed by seniority and all areas of ~~certified teaching field(s) certification, hire date, contract status, and group as defined in Article V, Section (G)(3). Seniority and areas of certification shall be determined as set forth in section 3. below.~~ Such RIF list shall be posted on all staff bulletin boards and in the Administration office of each building and given to each building representative of the Association. Any challenge to the accuracy of such list shall be the responsibility of the individual teacher. Such challenges shall be filed in writing with the Superintendent within ten (10) workdays of such posting. A seniority list shall be prepared and distributed to each building for posting on or before October 15 in August of each year.

3. Criteria

Criteria for placement on the RIF list shall be as follows:

final summative

licensure and contract status

a. Seniority ~~and~~ areas of certification will be the sole criteria used in the placement of teachers on the RIF list for any reduction in force occurring prior to the 2016-2017 school year. Beginning with the 2016-2017 school year, the evaluation rating as described below, ~~seniority, and~~ areas of certification will be the criteria used in the placement of teachers on the RIF list.

OK

licensure

b. ~~Teachers on continuing contracts have seniority over all employees on limited contracts.~~

c. Teachers who have more than one (1) valid teacher certificate issued by the Ohio Department of Education shall be placed on the RIF list in order of seniority in each area of certification.

licensure

d. A "teaching field" shall be defined as that grade level and/or subject area(s) that is authorized to be taught (or professional services rendered) within the certification issued by the Ohio Department of Education and held by the individual teacher.

e. Seniority shall be computed from the ~~employee's~~ <sup>teacher's</sup> earliest date of hire immediately preceding the current term of continuous employment in the District. Seniority shall have continued to accrue during all paid leaves of absence. Seniority shall not be broken by approved leaves or by a disability leave of absence.

f. Any ~~employee~~ <sup>Teacher</sup> whose contract is to be suspended pursuant to this Article shall be notified in writing no less than twenty (20) days prior to the date of the intended suspension.

g. Ties in seniority shall be broken by:

(1) For bargaining unit members hired prior to December 31, 1986:

- (a) Date of Board meeting hired.
- (b) Date teacher signed initial employment contract.
- (c) By lot.

(2) For bargaining unit members hired subsequent to January 1, 1987:

- (a) First day of work.
- (b) Date of Board meeting hired.
- (c) Date teacher signed initial employment contract.
- (d) By lot.

h. Any ~~employee~~ <sup>Teacher</sup> who is to be placed on a suspended contract as a result of a RIF shall have the right to displace any less senior ~~employee~~ <sup>Teacher</sup> whose work he/she is certificated to perform. Written notice of the intent to exercise this right shall be given to the Superintendent and the Association within ten (10) days of notification of lay off. An ~~employee~~ <sup>Teacher</sup> who is displaced according to this section has the same displacement rights vis-a-vis any less senior employee.

i. Any teacher having certification in more than one (1) area who exercises the right of displacement as authorized in subsection h. herein shall be reassigned at the discretion of the Superintendent so long as such reassignment is in an area for which such teacher has a valid certificate. <sup>licensure</sup>

j. Any RIF'd employee who notifies the Board of efforts to obtain additional certification and for whom the Superintendent signs an application for a temporary certificate shall be given consideration to fill any vacancy which cannot be filled from the RIF list by certificated teachers. The teacher must be able to gain temporary certification per O.R.C. §3319.28 while the teacher continues to pursue full certification. <sup>licensure</sup>

k. <sup>Teachers</sup> Employees whose contracts have been suspended shall have the obligation of notifying the Board if suitable employment is found elsewhere. The Board will honor without recrimination all resignations of affected employees made subsequent to the July 10 deadline. <sup>licensed</sup>

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- l. All employees whose contracts are suspended shall have the following rights:
  - (1) To review his/her own seniority and certification records with representatives of his/her choice.
  - (2) To be placed on the District's substitute list.
  - (3) To be informed of and have the opportunity to fill all vacancies which may occur or new positions which may be created for which the teacher is certified and qualified or can gain temporary certification. The Board shall notify in writing by certified mail the availability of these positions to those employees so certified and qualified. The teacher shall notify the Board within five (5) days of his/her acceptance or rejection of said position. Rejection of such position shall be construed as a resignation.
  - ~~(4) Limited contract teachers shall be continued on the recall list for a period of two (2) years from the date of contract suspension and continuing contract teachers shall remain on the recall list for a period of four (4) years from the date of contract suspension.~~
  - ~~(5) (M)~~ To continue any and all group insurance plans which are in effect at the time of the layoff without an interruption in benefits; provided, however, that all premium costs of such group insurance plans shall be paid by the member.
  - ~~(6) (S)~~ To the use of fee waivers as may be authorized by the Fee Waiver Committee.
- m. Any employee whose contract is suspended and who voluntarily resigns from the District forfeits all reinstatement rights.
- n. Recall of employees shall be in the inverse order of the layoff.
- o. All employees whose contracts are suspended are obligated to keep the Board informed of current addresses and phone numbers.
- p. The parties agree that reduction in force shall be accomplished only by the suspension of contracts. However, the Board is under no obligation to fill a vacancy created by nonrenewal in accordance with the contractual nonrenewal provisions herein.
- q. The Board of Education agrees that there will be a reduction of no more than twenty (20) positions during the life of the Agreement below the number of members of the bargaining unit employed as of August 1, 1998.
- r. Any reduction in force occurring in the 2016-2017 school year and in subsequent school years shall proceed using the following procedures and criteria:
  - 1) Bargaining unit members shall be placed in one (1) of four (4) groups for purposes of a reduction in force, as described below. These groups shall be called "Group One," "Group Two," "Group Three," and "Group Four." Members within each Group shall be deemed "comparable," except that

members under continuing contracts shall be given preference over all members under limited contracts within the same Group.

*final summative*

- 2) Group One shall be comprised of all members who were rated "Ineffective" on their evaluation using the calculation set forth below;
- 3) Group Two shall be comprised of all members who were rated "Developing" on their final summative evaluation using the calculation set forth below; and
- 4) Group Three shall be comprised of all members who were rated "Skilled" on their final summative evaluation using the calculation set forth below.
- 5) Group Four shall be comprised of all members who were rated "Accomplished" on their final summative evaluation using the calculation set forth below.
- 6) Any reduction in force shall begin with members in Group One, followed by Group Two, Group Three, and finally Group Four. *for the most recent*
- 7) The sum of the teachers' most recent final summative evaluation three (3) years shall be added together, divided by three (3), and rounded to the nearest whole number to find the "average" rating. The teacher shall then be placed in the appropriate Group based on his/her average rating. For example, a teacher rated Developing, Skilled, and Skilled in the most recent three (3) years would be placed in Group Three ( $2 + 3 + 3 = 8 / 3 = 2.666$  which is rounded to 3 = Skilled).
- 8) Experienced teachers new to the District shall have their final summative ratings from their prior district used in the calculation. *evaluation*
- 9) Teachers with less than three (3) years of final summative ratings will average the final summative ratings for which they were eligible. *evaluation*
- 10) Teachers who are rated "Accomplished" and who are evaluated once every three (3) years shall be deemed to be "Accomplished" (i.e., shall receive four (4) points) for the years in which they are not evaluated.
- 11) Teachers who are rated "Skilled" and who are evaluated once every other year shall be deemed to be "Skilled" (i.e., shall receive three (3) points) for the years in which they are not evaluated.
- 12) The order of reduction within each Group shall be:
  - a) Members under limited contracts beginning with the least senior; and then,
  - b) Members under continuing contracts beginning with the least senior.
- 13) No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluation ratings.

*final summative*

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- 14) A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation than the member being displaced. Within ten (10) calendar days of the Board's action to implement a RIF, a bumping meeting, if necessary, shall be held for all affected employees.

4. Recall

The following procedures will be used in the recall process:

- a. Teachers who were employed under a continuing or limited contract when laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff.
- b. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certified/licensed to perform the work in question.
- c. Notice of recall will be by certified mail to the last address given to the Board by the teacher. The teacher has ten (10) calendar days after receipt of the notice of recall to indicate acceptance or not. No acknowledgment of the notice within fifteen (15) calendar days of the date it is postmarked will be the same as refusal.
- d. A teacher who had been employed under a continuing contract and who is laid off will remain on the recall list for twenty-four (24) months after the effective date of layoff unless:
  - 1) recall rights are waived in writing by the teacher;
  - 2) a resignation is offered by the teacher; or
  - 3) the teacher fails to accept the position to which he/she has been recalled.
- e. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason of having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the District.
- f. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF.

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ARTICLE VI -- EVALUATION PROCEDURE

The language provided below applies only to those teachers who are subject to the Ohio Teacher Evaluation System (OTES) per the requirements of sections 3319.111 and 3319.112 of the Ohio Revised Code. The evaluation of other personnel, including but not limited to guidance counselors, nurses, library media specialists, and speech pathologists, will follow a similar rubric aligned with the structure of the Ohio Teacher Evaluation System

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(OTES) an instrument developed no later than the first day of the 2013-2014 school year, recommended by the six members of the evaluation committee, and approved by the Board of Education and REA.

### Definitions

- A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- D. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
- E. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- F. Teacher Performance: The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" for ineffective, "2" for developing, "3" for **skilled proficient**, and "4" for accomplished.
- G. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, **Skilled Proficient**, Developing or Ineffective.
- H. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
- I. Evaluation Instrument: The process and forms used by the teacher's evaluator. The instrument is located in Appendices D, E, F, R to this agreement.



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- J. Student Learning Objective (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- K. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.

### Purpose

- A. The purposes of teacher evaluation are:
  - 1. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
  - 2. To serve as a tool to advance the professional development of teachers.
  - 3. To inform instruction.
  - 4. To provide professional support for developing teachers.
  - 5. To take corrective measures for a rating(s) of ineffective.

### Evaluators

- A. An evaluator must be on the approved board list, who is credentialed by ODE as an evaluator. Every evaluator must complete state-sponsored evaluation training as required by ODE and is required to pass an online credentialing assessment.
  - 1. The list of approved evaluators will be recommended by district administration and REA representatives, and approved by the Board of Education.
  - 2. The final summative rating will be issued by the teacher's direct supervisor, if different than the evaluator.
- B. Not later than thirty (30) student school days after the student's first day of school each year, or in the case of a new teacher, within thirty (30) work days of the first day worked, each teacher shall be notified in writing of the name and position of his/her evaluator. If there is a change in evaluator, the teacher will be notified as soon as possible.

Evaluation Committee

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- A. The parties intend that the evaluation process shall be in accordance with the Ohio Revised Code. The Evaluation Committee will be comprised of up to six (6) persons--up to three (3) appointed by the Association Co-Presidents or Designee and up to three (3) appointed by the Superintendent or Designee. The Evaluation Committee will review and act on issues that arise as the teacher evaluation process occurs.
- B. The parties agree that the improvement plans and professional growth plans of each member of the bargaining unit shall in all respects be aligned with District goals and the goals of the member's individual assignment.
- C. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.
- D. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

Training

Training shall be provided prior to the implementation of any new teacher evaluation.

Schedule for Evaluation

- A. The evaluation shall be completed not later than the first day of May, and the teacher 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.
- B. If the Board has entered into a limited contract or extended limited contract with a teacher pursuant to section 3319.11 of the Ohio Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to renew a teacher contract pursuant to division (B), (C)(3), (D), or (E) of that section.

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- A. A teacher's performance shall be assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, Appendix D to this agreement.
- B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- C. In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers.

Observations

A. Schedule of Observations

- 1. A minimum of two (2) formal observations shall be conducted to support each teacher performance assessment. A formal observation shall last a minimum of thirty (30) consecutive minutes.
  - a. The first formal observation must be conducted and completed by the end of first semester.
  - b. The second observation must be conducted and completed no later than May 1. *5 work weeks*
  - c. When possible, there shall be at least ~~four (4)~~ *five (5)* ~~six (6)~~ work weeks between formal observations. *Calamity days count as a scheduled workday.*
  - d. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one additional observation shall be conducted.
  - e. Teachers shall not receive a formal observation on the day before a holiday or vacation day. *AT LEAST*
  - f. Teachers with a final summative evaluation rating of "Accomplished" will be evaluated ~~at least~~ once every three (3) years. One (1) observation and one (1) conference must be held with the teacher once a year for each year of the deferred evaluation cycle. If a teacher's end of the year student growth measure drops below average, then the teacher returns to the regular yearly observation cycle. *OK*
  - g. Teachers with a final summative evaluation rating of "Skilled" will be evaluated ~~at least~~ once every two (2) years. One (1) observation and one (1) conference must be held with the teacher once a year for each year of the deferred evaluation cycle. If a teacher's end of the year student growth measure drops below average, then the teacher returns to the regular yearly observation cycle. *at least*
  - h. Teachers on approved leave for fifty percent (50%) or more of the school year may be exempt from the evaluation cycle for that year.
  - i. A teacher who has submitted a notice of retirement by November 1 shall be exempt from the evaluation cycle.

B. Observation Conference

*A teacher rated as "skilled" can opt out of a deferred cycle by notifying his/her assigned evaluator and REA Co-Presidents, in writing, on or before October 15.*

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1. The evaluator shall notify the teacher of the scheduled day to perform the first formal observation at least two days before the formal observation. A teacher will be given a reasonable range for subsequent observations.
2. A pre-conference will be held prior to the first observation.
3. A post-observation conference shall be held within ten (10) work days of each observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan. The scope of the conference will include at least one reinforcement and one refinement.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.
5. Evidence shall be provided to the teacher at the post conference.

### Walkthroughs

- A. The walkthrough process results in a formative written assessment that may focus on one or two of the standards and/or an area of refinement.
- B. The walkthrough shall be a brief survey of classroom instruction and environment, lasting no longer than twenty consecutive minutes.
- C. The teacher shall be provided feedback and/or a copy of the completed walkthrough form.
- D. A teacher may request walkthroughs with a specific focus at any time in addition to those initiated by the evaluator.


### Refinement

- A. Formal observations resulting in the identification of areas of refinement shall be addressed during the post-observation conference. Deficiencies identified by the evaluator shall be compiled and reported in writing and a copy of the written report, Appendix D shall be provided to the teacher at the post-observation conference.
- B. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- C. The evaluator and teacher shall develop a plan for refinement of identified deficiencies and such plan shall be reduced to writing and provided to the teacher, Appendix F.

## Improvement Plan

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- A. Teachers must develop an improvement plan based on the evaluation matrix:
1. Below Expected Levels: Teachers who meet below expected levels of student growth and teacher performance must comply with an improvement plan developed by the credentialed evaluator assigned by the Superintendent/Designee for the evaluation from the board approved list. This improvement plan will be developed at the summative evaluation conference or as needed.
  2. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request a member of the evaluation committee facilitate further discussion between the teacher and the evaluator.
- B. The improvement plan, as outlined in this section, shall detail:
1. Performance issues documented as developing or ineffective
  2. Specific performance expectations;
  3. Assistance to be provided by the District to support professional development of the teacher;
  4. Sufficient and specific timelines, as to allow for the remediation of identified areas needing improvement.
  5. The provision for a teacher mentor/coach as appropriate. The mentor/coach may be provided release time to allow for meetings/observations with the teacher under an improvement plan.

## Professional Growth Plan

- A. Professional growth plans shall be developed as follows:
1. Above Expected Levels: Teachers who meet above expected levels of student growth and teacher performance must develop a professional growth plan.
  2. Expected Levels: Teachers who meet expected levels of student growth and teacher performance must develop a professional growth plan collaboratively with a credentialed evaluator assigned by the Superintendent/Designee for the evaluation from the board approved list.
- B. Professional growth plans for a school year shall be developed and submitted to the immediate supervisor using Appendix R by September 30.
- C. The Board shall provide for professional development agreed upon by the evaluator and teacher and for the allocation of financial resources, if necessary, to accelerate and continue teacher growth and improvement.

## Summative Evaluation Rating

### A. Written Report

Before the final summative evaluation rating is assigned, a conference shall be held between the teacher and the evaluator to discuss all evidence used in consideration of the summative evaluation rating. Appendix E.

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B. Response to Evaluation

The teacher 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 teacher's personnel file. A signed copy shall be provided to the evaluator.

Due Process

- A. Teachers who disagree with the level of student growth, the rating of performance and/or the summative evaluation rating shall be allowed to request a facilitator from the evaluation committee.
- B. The teacher has the right to association representation at all evaluation meetings. It is the responsibility of the teacher to request association representation.

ARTICLE VII – PERSONNEL

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H. School Day

- 1. The hours of the school day shall be published in the Staff Handbook. In no case shall the length of the school day exceed seven and three-fourths (7¾) hours including a minimum thirty- (30) minute uninterrupted duty-free lunch period.
- 2. Each teacher shall be provided a minimum of two hundred twenty (220) minutes per week for instructional planning, evaluation, and conferences. ~~During the term of this Contract, The Superintendent will meet with the REA President and the Building Principal quarterly, or at the request of either party, to discuss teacher planning time issues. During the last five (5) workdays of each quarter, teachers will have at least thirty (30) minutes per day of teacher-directed planning time.~~
- 3. When schools are closed by the Superintendent or his/her designated representative for inclement weather or other public calamity, teachers shall not be required to report for duty except in cases of urgent necessity. Any teacher who is required to report for duty on such days shall be paid for any make-up day for students if such teacher is required to report for duty on such make-up day.

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ARTICLE VII – PERSONNEL

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M. Teaching Personnel/Class Size

~~1. The parties agree that every effort should be made to provide achieve a goal of one(1) full-time equivalent classroom teacher for each twenty-five (25) pupils in average daily membership on a District-wide basis. However, due to a lack of proper financing, it may not be possible to reach this goal.~~

*academic*

1. The parties agree to aspirational goals of 25 students per core class in grades K-4 and 32 students per core class in grades 5-8 and 35 students in grades 9-12.
2. ~~As used in paragraph 1 above, "classroom teacher" shall be defined pursuant to O.R.C. 3317.023.~~
3. Every effort will be made to keep the number of pupils in a classroom consistent with the space, equipment, and subject matter.
4. ~~The parties agree that every effort should be made to provide education service personnel in a ratio of five (5) for each one thousand (1,000) pupils in average daily membership on a District-wide basis.~~
5. If the maximum daily work load for regular classroom academic teachers grades 7 to 12, excluding special education, exceeds five (5) classes/labs and three (3) separate and distinct preparations per day, the teacher shall not be required to perform any duties during the school day.
6. ~~The Superintendent will meet with the REA President and the Building Principal quarterly, or at the request of either party, to discuss class size issues goals.~~

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ARTICLE IX - COMPENSATION

A. Teacher Salary Schedules

1. Effective August 1, 2014, and retroactive to first pay period of the year, the BA-0 base salary shall be ~~Thirty Eight Thousand Five Hundred Twenty One Dollars (\$38,521), effective August 1, 2011: Thirty-Nine Thousand Two Hundred Ninety-One Dollars (\$39,291)~~ (2% applied to the base salary). Retroactivity of base salary increases for the 2014-2015 academic year shall be paid by the first payroll date in November.
2. Effective August 1, 2015, the BA-0 base salary shall be Thirty-Nine Thousand Nine Hundred Twenty Dollars (\$39,920) (1.6% applied to the base salary)
3. Effective August 1, 2016, the BA-0 base salary shall be Forty Thousand Six Hundred Seventy Nine (\$40,679) (1.9% applied to the base salary)
4. Salary schedules appear in Appendices L, J, and K of the Negotiated Agreement for all teachers except those who were employed in the District in 2011-2012 that were ineligible for a step advancement and received an increase of two percent (2%) of their annual salary followed by an additional 1% of their annual salary in 2012-2013. Those teacher's salary schedules will be set forth in Appendices L, M, N.

Housekeeping: CCE Appendices L through Q will be re-lettered accordingly

Effective August 1, <sup>2016</sup>~~2015~~, teachers who have received an effective OTES final summative evaluation rating of Accomplished, Skilled, or Developing will receive additional compensation as follows for the 2015-2016 and ~~Effective August 1, 2015, teachers who have received an effective OTES evaluation rating of Accomplished, Skilled, or Developing will receive additional compensation as follows for the 2015-2016 and 2016-2017 school years:~~

OTES Rating  
Accomplished  
Skilled  
Developing

Additional Merit Pay  
\$1,200  
\$800  
\$400

2016-17  
School year  
and beyond

to be paid in July 25, 2017.

first

2) All members of the bargaining unit who do not receive a step advancement during the 2011-12 school year will be paid an increase of two percent (2%) of their annual salary for the 2011-12 school year.

5) Any teacher rated as skilled can opt out of a deferred cycle by notifying his/her assigned evaluator and the REA Co-Presidents, in writing, on or before October 15.

3 — For the 2012-13 school year, all members of the bargaining unit shall receive a salary increase of one percent (1%) of their salary. Also, during the 2012-13 and 2013-14 school years, no member of the bargaining unit shall be advanced a step on the salary schedule, and such step freeze(s) shall not be restored in the future.

B. Salary Index

The salary index shall be as set forth in Appendix H.



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C. Supplemental Salaries

The supplemental salary schedule shall be as set forth in Appendix L.

Members of the bargaining unit shall be paid their supplemental salary in accordance with Appendix L. All other persons who hold supplemental contracts and who are not members of the bargaining unit shall be paid salaries at the discretion of the Board, not to exceed the supplemental salary in Appendix L.

CCL - Sections D, E, F, G, H, I, J, K, L, M

N. Student Improvement Incentive Award Performance Bonus

If a member's students performance in a classroom is significantly "above" higher than expectations, the Superintendent, with Board approval, shall have the unilateral authority to grant an award of up to ~~Two~~ Four Thousand Dollars (\$2,000.00) (**\$4,000.00**) per applicant. Prior to receiving a ~~Classroom Performance Award Bonus~~, the following procedure shall apply:


1. Teachers must apply in writing, **by December 1**, must document increased student performance, and must include their Principal's written endorsement with the application; or
2. Teachers can be nominated by any District employee by completing a form provided by the Board *by December 1*.
3. Evaluation of applications shall occur by a committee of three (3) professional educators from outside the District. ***Teachers shall be made aware of the criteria set by the committee for what constitutes "significantly above expectations."*** The committee will review the applications and make recommendations to the Superintendent/Board for selection/payment of successful applicants. ***Board Minutes will reflect the name, amount and rationale for each recipient.***

O. Fellowship Award

If a member makes a substantial high impact by assuming additional responsibilities and/or caseloads and/or fills a position that is hard to staff, the Superintendent, with Board approval, shall have the unilateral authority, to grant awards up to Three-Thousand Nine Hundred Dollars (\$3,900.00). Members will be informed why they received a Fellowship Award. ***Board Minutes will reflect the name, amount and rationale for each recipient.***

**P. Loyalty Award** (MOVED FROM Article IV, Section (D) Article IV, Leave Provisions will be re-lettered accordingly) In the year of the 15th, 20th, 25th and 30th anniversaries of employment in the District, employees shall receive One Hundred-Dollars (\$100.00).

Appendix I

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2014-2015 Salary Schedule				
Step	BS	BS/150 HRs	MA	MA+30 Hrs
0	\$ 39,291	\$ 40,863	\$ 44,199	\$ 45,771
	1.0000	1.0400	1.1249	1.1649
1	\$ 40,863	\$ 42,498	\$ 45,967	\$ 47,602
	1.0400	1.0816	1.1699	1.2115
2	\$ 42,498	\$ 44,199	\$ 47,806	\$ 49,507
	1.0816	1.1249	1.2167	1.2600
3	\$ 44,199	\$ 45,967	\$ 49,715	\$ 51,487
	1.1249	1.1699	1.2653	1.3104
4	\$ 45,967	\$ 47,806	\$ 51,704	\$ 53,546
	1.1699	1.2167	1.3159	1.3628
5	\$ 47,806	\$ 49,715	\$ 53,774	\$ 55,688
	1.2167	1.2653	1.3686	1.4173
6	\$ 49,715	\$ 51,704	\$ 55,923	\$ 57,916
	1.2653	1.3159	1.4233	1.4740
7	\$ 51,704	\$ 53,774	\$ 58,159	\$ 60,230
	1.3159	1.3686	1.4802	1.5329
8	\$ 53,774	\$ 55,923	\$ 60,489	\$ 62,638
	1.3686	1.4233	1.5395	1.5942
9	\$ 55,923	\$ 58,159	\$ 62,906	\$ 65,145
	1.4233	1.4802	1.6010	1.6580
10	\$ 58,159	\$ 60,489	\$ 65,424	\$ 67,750
	1.4802	1.5395	1.6651	1.7243
11	\$ 60,489	\$ 62,906	\$ 68,041	\$ 70,461
	1.5395	1.6010	1.7317	1.7933
12	\$ 62,906	\$ 65,424	\$ 70,760	\$ 73,278
	1.6010	1.6651	1.8009	1.8650
13	\$ 65,424	\$ 68,041	\$ 73,593	\$ 76,210
	1.6651	1.7317	1.8730	1.9396
14		\$ 70,760	\$ 76,536	\$ 79,259
		1.8009	1.9479	2.0172
15			\$ 79,597	\$ 82,429
			2.0258	2.0979
27			\$ 82,657	\$ 85,600
			2.1037	2.1786

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# Appendix J

2015-2016 Salary Schedule				
Step	BS	BS/150 HRs	MA	MA+30 Hrs
0	\$ 39,920	\$ 41,517	\$ 44,906	\$ 46,503
	1.0000	1.0400	1.1249	1.1649
1	\$ 41,517	\$ 43,178	\$ 46,703	\$ 48,363
	1.0400	1.0816	1.1699	1.2115
2	\$ 43,178	\$ 44,906	\$ 48,571	\$ 50,299
	1.0816	1.1249	1.2167	1.2600
3	\$ 44,906	\$ 46,703	\$ 50,511	\$ 52,311
	1.1249	1.1699	1.2653	1.3104
4	\$ 46,703	\$ 48,571	\$ 52,531	\$ 54,403
	1.1699	1.2167	1.3159	1.3628
5	\$ 48,571	\$ 50,511	\$ 54,635	\$ 56,579
	1.2167	1.2653	1.3686	1.4173
6	\$ 50,511	\$ 52,531	\$ 56,818	\$ 58,842
	1.2653	1.3159	1.4233	1.4740
7	\$ 52,531	\$ 54,635	\$ 59,090	\$ 61,193
	1.3159	1.3686	1.4802	1.5329
8	\$ 54,635	\$ 56,818	\$ 61,457	\$ 63,641
	1.3686	1.4233	1.5395	1.5942
9	\$ 56,818	\$ 59,090	\$ 63,912	\$ 66,187
	1.4233	1.4802	1.6010	1.6580
10	\$ 59,090	\$ 61,457	\$ 66,471	\$ 68,834
	1.4802	1.5395	1.6651	1.7243
11	\$ 61,457	\$ 63,912	\$ 69,130	\$ 71,589
	1.5395	1.6010	1.7317	1.7933
12	\$ 63,912	\$ 66,471	\$ 71,892	\$ 74,451
	1.6010	1.6651	1.8009	1.8650
13	\$ 66,471	\$ 69,130	\$ 74,770	\$ 77,429
	1.6651	1.7317	1.8730	1.9396
14		\$ 71,892	\$ 77,760	\$ 80,527
		1.8009	1.9479	2.0172
15			\$ 80,870	\$ 83,748
			2.0258	2.0979
27			\$ 83,980	\$ 86,970
			2.1037	2.1786

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Appendix K

2016-2017 Salary Schedule				
Step	BS	BS/150 HR: MA	MA+30 Hrs	
0	\$ 40,679	\$ 42,306	\$ 45,759	\$ 47,386
	1.0000	1.0400	1.1249	1.1649
1	\$ 42,306	\$ 43,998	\$ 47,590	\$ 49,282
	1.0400	1.0816	1.1699	1.2115
2	\$ 43,998	\$ 45,759	\$ 49,494	\$ 51,255
	1.0816	1.1249	1.2167	1.2600
3	\$ 45,759	\$ 47,590	\$ 51,471	\$ 53,305
	1.1249	1.1699	1.2653	1.3104
4	\$ 47,590	\$ 49,494	\$ 53,529	\$ 55,437
	1.1699	1.2167	1.3159	1.3628
5	\$ 49,494	\$ 51,471	\$ 55,673	\$ 57,654
	1.2167	1.2653	1.3686	1.4173
6	\$ 51,471	\$ 53,529	\$ 57,898	\$ 59,960
	1.2653	1.3159	1.4233	1.4740
7	\$ 53,529	\$ 55,673	\$ 60,212	\$ 62,356
	1.3159	1.3686	1.4802	1.5329
8	\$ 55,673	\$ 57,898	\$ 62,625	\$ 64,850
	1.3686	1.4233	1.5395	1.5942
9	\$ 57,898	\$ 60,212	\$ 65,126	\$ 67,445
	1.4233	1.4802	1.6010	1.6580
10	\$ 60,212	\$ 62,625	\$ 67,734	\$ 70,142
	1.4802	1.5395	1.6651	1.7243
11	\$ 62,625	\$ 65,126	\$ 70,443	\$ 72,949
	1.5395	1.6010	1.7317	1.7933
12	\$ 65,126	\$ 67,734	\$ 73,258	\$ 75,866
	1.6010	1.6651	1.8009	1.8650
13	\$ 67,734	\$ 70,443	\$ 76,191	\$ 78,900
	1.6651	1.7317	1.8730	1.9396
14		\$ 73,258	\$ 79,238	\$ 82,057
		1.8009	1.9479	2.0172
15			\$ 82,407	\$ 85,340
			2.0258	2.0979
27			\$ 85,575	\$ 88,622
			2.1037	2.1786

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Appendix L


Teachers who did not receive a Step in 2011-2012				
2014-2015 Salary Schedule				
Step	BS	BS/150 HRs	MA	MA+30 Hrs
0	\$ 39,291	\$ 40,863	\$ 44,199	\$ 45,771
	1.0000	1.0400	1.1249	1.1649
1	\$ 40,863	\$ 42,498	\$ 45,967	\$ 47,602
	1.0400	1.0816	1.1699	1.2115
2	\$ 42,498	\$ 44,199	\$ 47,806	\$ 49,507
	1.0816	1.1249	1.2167	1.2600
3	\$ 44,199	\$ 45,967	\$ 49,715	\$ 51,487
	1.1249	1.1699	1.2653	1.3104
4	\$ 45,967	\$ 47,806	\$ 51,704	\$ 53,546
	1.1699	1.2167	1.3159	1.3628
5	\$ 47,806	\$ 49,715	\$ 53,774	\$ 55,688
	1.2167	1.2653	1.3686	1.4173
6	\$ 49,715	\$ 51,704	\$ 55,923	\$ 57,916
	1.2653	1.3159	1.4233	1.4740
7	\$ 51,704	\$ 53,774	\$ 58,159	\$ 60,230
	1.3159	1.3686	1.4802	1.5329
8	\$ 53,774	\$ 55,923	\$ 60,489	\$ 62,638
	1.3686	1.4233	1.5395	1.5942
9	\$ 55,923	\$ 58,159	\$ 62,906	\$ 65,145
	1.4233	1.4802	1.6010	1.6580
10	\$ 58,159	\$ 60,489	\$ 65,424	\$ 67,750
	1.4802	1.5395	1.6651	1.7243
11	\$ 60,489	\$ 62,906	\$ 68,041	\$ 70,461
	1.5395	1.6010	1.7317	1.7933
12	\$ 62,906	\$ 65,424	\$ 70,760	\$ 73,278
	1.6010	1.6651	1.8009	1.8650
13	\$ 65,424	\$ 68,041	\$ 73,593	\$ 76,210
	1.6651	1.7317	1.8730	1.9396
14	\$ 65,424	\$ 70,760	\$ 76,536	\$ 79,259
	1.6651	1.8009	1.9479	2.0172
15	\$ 65,424	\$ 72,883	\$ 79,597	\$ 82,429
	1.6651	1.8549	2.0258	2.0979
16	\$ 67,387		\$ 81,984	\$ 84,902
	1.7151		2.0866	2.1608
27			\$ 85,137	\$ 88,168
			2.1668	2.2440

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Teachers who did not receive a Step in 2011-2012				
2015-2016 Salary Schedule				
Step	BS	BS/150 Hrs	MA	MA+30 Hrs
0	\$ 39,920	\$ 41,517	\$ 44,906	\$ 46,503
	1.0000	1.0400	1.1249	1.1649
1	\$ 41,517	\$ 43,178	\$ 46,703	\$ 48,363
	1.0400	1.0816	1.1699	1.2115
2	\$ 43,178	\$ 44,906	\$ 48,571	\$ 50,299
	1.0816	1.1249	1.2167	1.2600
3	\$ 44,906	\$ 46,703	\$ 50,511	\$ 52,311
	1.1249	1.1699	1.2653	1.3104
4	\$ 46,703	\$ 48,571	\$ 52,531	\$ 54,403
	1.1699	1.2167	1.3159	1.3628
5	\$ 48,571	\$ 50,511	\$ 54,635	\$ 56,579
	1.2167	1.2653	1.3686	1.4173
6	\$ 50,511	\$ 52,531	\$ 56,818	\$ 58,842
	1.2653	1.3159	1.4233	1.4740
7	\$ 52,531	\$ 54,635	\$ 59,090	\$ 61,193
	1.3159	1.3686	1.4802	1.5329
8	\$ 54,635	\$ 56,818	\$ 61,457	\$ 63,641
	1.3686	1.4233	1.5395	1.5942
9	\$ 56,818	\$ 59,090	\$ 63,912	\$ 66,187
	1.4233	1.4802	1.6010	1.6580
10	\$ 59,090	\$ 61,457	\$ 66,471	\$ 68,834
	1.4802	1.5395	1.6651	1.7243
11	\$ 61,457	\$ 63,912	\$ 69,130	\$ 71,589
	1.5395	1.6010	1.7317	1.7933
12	\$ 63,912	\$ 66,471	\$ 71,892	\$ 74,451
	1.6010	1.6651	1.8009	1.8650
13	\$ 66,471	\$ 69,130	\$ 74,770	\$ 77,429
	1.6651	1.7317	1.8730	1.9396
14	\$ 66,471	\$ 71,892	\$ 77,760	\$ 80,527
	1.6651	1.8009	1.9479	2.0172
15	\$ 66,471	\$ 74,049	\$ 80,870	\$ 83,748
	1.6651	1.8549	2.0258	2.0979
16	\$ 68,465		\$ 83,296	\$ 86,261
	1.7151		2.0866	2.1608
27			\$ 86,499	\$ 89,579
			2.1668	2.2440


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Appendix N

Teachers who did not receive a Step in 2011-2012				
2016-2017 Salary Schedule				
Step	BS	BS/150 Hrs	MA	MA+30 Hrs
0	\$ 40,679	\$ 42,306	\$ 45,759	\$ 47,386
	1.0000	1.0400	1.1249	1.1649
1	\$ 42,306	\$ 43,998	\$ 47,590	\$ 49,282
	1.0400	1.0816	1.1699	1.2115
2	\$ 43,998	\$ 45,759	\$ 49,494	\$ 51,255
	1.0816	1.1249	1.2167	1.2600
3	\$ 45,759	\$ 47,590	\$ 51,471	\$ 53,305
	1.1249	1.1699	1.2653	1.3104
4	\$ 47,590	\$ 49,494	\$ 53,529	\$ 55,437
	1.1699	1.2167	1.3159	1.3628
5	\$ 49,494	\$ 51,471	\$ 55,673	\$ 57,654
	1.2167	1.2653	1.3686	1.4173
6	\$ 51,471	\$ 53,529	\$ 57,898	\$ 59,960
	1.2653	1.3159	1.4233	1.4740
7	\$ 53,529	\$ 55,673	\$ 60,212	\$ 62,356
	1.3159	1.3686	1.4802	1.5329
8	\$ 55,673	\$ 57,898	\$ 62,625	\$ 64,850
	1.3686	1.4233	1.5395	1.5942
9	\$ 57,898	\$ 60,212	\$ 65,126	\$ 67,445
	1.4233	1.4802	1.6010	1.6580
10	\$ 60,212	\$ 62,625	\$ 67,734	\$ 70,142
	1.4802	1.5395	1.6651	1.7243
11	\$ 62,625	\$ 65,126	\$ 70,443	\$ 72,949
	1.5395	1.6010	1.7317	1.7933
12	\$ 65,126	\$ 67,734	\$ 73,258	\$ 75,866
	1.6010	1.6651	1.8009	1.8650
13	\$ 67,734	\$ 70,443	\$ 76,191	\$ 78,900
	1.6651	1.7317	1.8730	1.9396
14	\$ 67,734	\$ 73,258	\$ 79,238	\$ 82,057
	1.6651	1.8009	1.9479	2.0172
15	\$ 67,734	75455.7672	\$ 82,407	\$ 85,340
	1.6651	1.8549	2.0258	2.0979
16	\$ 69,766		\$ 84,879	\$ 87,900
	1.7151		2.0866	2.1608
27			\$ 88,143	\$ 91,281
			2.1668	2.2440

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ARTICLE X - FRINGE BENEFITS

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A. Hospitalization, Surgical and Major Medical Insurance

1. The Board will offer family or single hospitalization, surgical, and major medical insurance benefits to full-time employees, and employees agree to pay the following percentages of the monthly premium ~~One Hundred Fifty Five Dollars (\$155.00) per month for single or family coverage and Seventy Five Dollars (\$75.00) per month for single coverage.~~

<u>Year</u>	<u>Family Coverage</u>	<u>Single Coverage</u>
2014-15 Effective Sept. 1, 2014	8.97%	11.74%
2015-16 Effective Sept. 1, 2015	9.49%	10.87%
2016-17 Effective Sept. 1, 2016	10%	10%

<u>Year</u>	<u>Family Coverage</u>	<u>Single Coverage</u>
2011-12 Effective Nov. 1, 2011	\$135.00	\$65.00
2012-13	\$155.00	\$75.00
2013-14	\$155.00	\$75.00

(See Appendix P for a summary of insurance specifications.)

2. During the term of this Agreement, the Board agrees to negotiate any regressive changes in the insurance coverage.
3. Second Surgical Opinion Expenses
  - a. This plan pays a benefit for charges of a physician for a second surgical opinion on the need or advisability of performing a surgical or oral procedure for which the charges are a covered medical expense; which is recommended by the first physician who proposed to perform the surgery; and which is non-emergency. Non-emergency means the procedure can be postponed without undue risk to the patient.
  - b. A benefit is also payable for charges made for a third surgical opinion if the second surgical opinion does not confirm the recommendation of the first physician who proposed to perform the surgery.
  - c. A surgical opinion is an exam of the individual; x-ray and lab work; and a written report by the physician who is rendering the opinion.



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- d. The surgical opinion must both be performed by a physician who is certified by the American Board of Surgery or other specialty board; and take place before the date the surgery is scheduled to be performed.
- e. Surgical opinion benefits are not payable for an opinion if the physician rendering the surgical opinion is associated or in practice with the first physician who recommended and proposed to perform the surgery.
- f. If, in connection with one of the following surgical procedures when it is non-emergency in nature, a surgical opinion which would be covered under the plan is not obtained before surgery; or the only surgical opinion obtained is rendered by a physician associated or in practice with the first physician who recommended and proposed to perform the surgery; then the benefit payable for the charges incurred for the performance of the surgical procedure under any other part of this plan will be at the rate of fifty percent (50%) after the deductible:

Hysterectomy	Prostatectomy
Knee Surgery	Cholecystectomy
Tonsillectomy	Cataract Removal
Adenoidectomy	Herniorrhaphy
Hemorrhoidectomy	Hip Surgery
Submucous Resection	Laminectomy

4. Certification for Hospital Admissions

If an individual becomes confined in a hospital as a full-time inpatient; and the insurance carrier has not certified that such confinement (or any day of such confinement) is necessary; then expenses incurred on any day not certified during the confinement will be paid as follows:

- a. With respect to Major Medical Expense Coverage:
  - 1) With respect to expenses for hospital room and board:
    - a) If certification has been requested and denied, or if certification has not been requested and the confinement is not necessary, no benefits will be paid under this Major Medical Expense Coverage.
    - b) If certification has not been requested and the confinement is necessary, benefits will be paid under this Major Medical Expense Coverage at fifty percent (50%) after any deductible rather than at the coinsurance percentage.
  - 2) With respect to other Covered Medical Expenses, benefits will be paid under this Major Medical Expense Coverage at the coinsurance percentage after any deductible.
- b. With respect to Basic Medical Expense Coverage:

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No benefits will be paid under Basic Medical Expense Coverage for expenses for hospital room and board. Benefits for all other expenses will be paid under Basic Medical Expense Coverage on the same terms as would apply in the absence of this Certification for Hospital Admissions.

- c. Whether or not a day of confinement is certified, no benefit will be paid for expenses incurred on any day of confinement as a full-time inpatient if excluded by any other terms of this plan; except that, if certification has been given for a day of confinement, the exclusion of services and supplies because they are not necessary will not be applied to expenses for hospital room and board.
- d. Certification of days of confinement can be obtained as follows:
- (1) If the admission is a non-urgent admission, the employee must get the days certified by calling the insurance carrier at a toll-free number provided to each employee. This must be done at least fourteen (14) days before the date the individual is scheduled to be confined as a full-time inpatient.
  - (2) If the admission is an emergency or an urgent admission, the employee, the employee's physician or the hospital must get the days certified by calling the carrier at the toll-free number provided. This must be done before the start of a confinement as a full-time inpatient which requires an urgent admission; or not later than forty-eight (48) hours following the start of a confinement as a full-time inpatient which requires an emergency admission; unless it is not possible for the physician to request certification within that time. In that case, it must be done as soon as reasonably possible.
  - (3) In the event the confinement starts on a Friday or Saturday, the forty-eight (48) hours requirement will be extended to seventy-two (72) hours.
- e. Definitions
- 1) "Emergency admission" is defined as an admission where the physician admits the individual to the hospital due to a sudden and unexpected change in the individual's physical or mental condition which is severe enough to require immediate confinement as an inpatient in a hospital.
  - 2) "Urgent admission" is defined as an admission where the physician admits the individual to the hospital due to the onset of or change in a disease; or the diagnosis of a disease; or an injury caused by an accident, which, while not needing an emergency admission, is severe enough to require confinement as an inpatient in a hospital

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within two (2) weeks from the date the need for confinement becomes apparent.

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3) "Non-urgent admission" is defined as an admission which is not an emergency admission or an urgent admission.

f. If, in the opinion of the individual's physician, it is necessary for the individual to be confined for a longer time than already certified, then the employee, the employee's physician, or the hospital may get more days certified by calling the carrier at the toll-free number provided. This must be done no later than on the last day that has already been certified. Written notice of the number of days will be sent promptly to the hospital. A copy will be sent to the employee and to the physician.

\* \* \*

ARTICLE XVI - DURATION AND INTENT OF AGREEMENT

A. Conflict With Law

If any provision(s) of this Agreement conflicts with any federal law, such provision(s) shall be inoperative except to the extent permitted by law, the remaining provisions herein shall remain in effect. The parties shall meet to negotiate concerning the effected provision upon demand of either party within sixty (60) days.

B. Publication of Agreement

The terms of this Agreement shall be prepared by the Board and shall be published and distributed to each employee by the Association, and one (1) copy shall be placed in each building. The Association President and the Superintendent shall each receive an additional ten (10) copies for their respective use. The costs of publication shall be shared equally by the Board and the Association.

C. Effects of Contract

1. During the duration of this Agreement, the employer shall maintain those terms, conditions, and benefits of employment as set forth in this contract as not less than the level as of the effective date of this Agreement.
2. Any contract between the Board and an individual teacher shall be expressly subject to the terms and conditions of this Agreement.

D. Duration

This Agreement shall be in effect from August 1, 2014-2011, through July 31, 2017-2014.

ARTICLE (NEW) - NO REPRISAL

~~TO BE ADDED~~

~~TA~~

No Reprisal

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Article —  
(NEW ARTICLE)

- A. There shall be no reprisals of any kind against any student, parent, community member, the OEA, the REA, or members of the bargaining unit, by the Board of Education or Administration because of support for, or participation in, the strike and strike-threat activities during the negotiations process for this Agreement.
- B. There shall be no reprisals by the REA or OEA, its members or members of the bargaining unit, against the Board of Education, Board Members, Administration, students, teachers, parents, or community members who attended school, worked, and/or supported the Board of Education during the strike and strike-threat activities during the negotiations process for this Agreement.

**AGREEMENT**

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The parties agree upon successful ratification of the tentative agreement by both parties, that both parties will withdraw any unfair labor practices which were filed in regard to or as a result of these negotiations.