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08-MED-05-0609  
1010-01  
K# 25488

***COLLECTIVE BARGAINING AGREEMENT***

***BETWEEN THE***

***CORY-RAWSON LOCAL BOARD OF EDUCATION***

***AND THE***

***CORY-RAWSON EDUCATION ASSOCIATION  
AFT/OFT***

***EFFECTIVE***

***JULY 1, 2008***

***THROUGH***

***JUNE 30, 2011***



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## ***ARTICLE I – RECOGNITION***

### **A. Recognition**

The Cory-Rawson Local School District Board of Education (hereafter “Board”) recognizes the Cory-Rawson Education Association, A.F.T., O.F.T. (hereafter “C.R.E.A.”), as the sole and exclusive bargaining representative for certified/licensed personnel and L.D. tutors hired under regular teaching contracts, excluding the Superintendent and principals. Hereafter bargaining unit members are referred to as “teachers” or “employees”.

### **B. Term of Recognition**

Recognition shall be continuous unless C.R.E.A. is removed or replaced in accordance with the provisions of the Ohio Revised Code Chapter 4117.

### **C. Scope of Negotiations**

The subjects of negotiations will be all matters relating to wages, hours, terms and conditions of employment.

### **D. Recognition of Board**

C.R.E.A. recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Cory-Rawson Local School District (hereafter “District”) and as the employer of all certified/licensed personnel.

### **E. Recognition of Superintendent**

C.R.E.A. recognizes the Superintendent as the chief executive officer of the Board.

## ***ARTICLE II – NEGOTIATIONS PROCEDURE***

### **A. Negotiations Principles**

If either the Board or C.R.E.A. desires to negotiate changes in terms and conditions of employment, it shall notify the other party, in writing, no later than three (3) months prior to the expiration of this Agreement of such desire. Notification from C.R.E.A. shall be submitted to the Superintendent. Notification from the Board shall be addressed to the C.R.E.A. President.

### **B. Choice of Format**

Within ten (10) working days after receipt of such notice, an initial meeting will be held between the C.R.E.A. President and the Superintendent to determine whether to use the interest-based or traditional bargaining approach.

#### **1. Interest-Based Bargaining**

a. Good Faith Bargaining Definition

Good faith requires a commitment by the Board and C.R.E.A. to be willing to meet to identify for discussion and resolution items of concern, conflict, or disagreement related to salary, fringe benefits, and other terms and conditions of employment.

b. Outline of Process

Phase 1	I.B.B. training
Phase 2	Sharing of mission and issue statements Establishment of ground rules
Phase 3	Establishment of categories (1) Salary/Wages (2) Benefits/Fringes (3) Language – Rights/Procedures (4) Working Conditions (5) Housekeeping/Clean-up
Phase 4	Team resolution
Phase 5	Final contract writing
Phase 6	Joint ratification meeting

c. Facilitator

The Federal Mediation and Conciliation Service shall provide the facilitator.

d. I.B.B. Ground Rules

- (1) Each team will consist of no more than five (5) members.
- (2) No alternative team members are allowed.
- (3) The Board will allow team members to attend all sessions. The Board will pay for substitutes when released time is given.
- (4) As much as is possible, sessions will be scheduled not to conflict with anyone's work schedule.



- (5) Each party must have at least three (3) members present to constitute a quorum.
- (6) Negotiations dates will be established during Phase 2.
- (7) Observers are not allowed. Experts and resource people are allowed if mutually agreed upon.
- (8) No press releases are permitted unless wording is mutually agreed upon.
- (9) Communications to constituents must be general in nature without identifying positions or specifics.
- (10) All I.B.B. discussions are confidential.
- (11) Caucuses are allowed but should be kept to a minimum with a usual length of 10-15 minutes. Disclosure of topic discussed need only be stated.
- (12) The parties will furnish available information needed to resolve issues.
- (13) Any costs will be shared equally.

## 2. Traditional Bargaining

- a. Having chosen the traditional approach, negotiations shall begin within fifteen (15) working days.
- b. The following I.B.B. ground rules shall apply: d. (1), (2), (4), (5), (7), (8), (9), and (12).
- c. "Good faith" requires that the Board and C.R.E.A. be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing shall compel either party to agree to a proposal or make a concession.
- d. In the first session, proposals shall be in form and detail specifying that to which agreement is sought. Topical listings of items may be disregarded.
- e. No new items may be submitted unless by mutual agreement.
- f. Mediation – If agreement is not reached after sixty (60) days, either party may request mediation in an effort to reach a settlement. The teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules shall cover the mediation.

If there are costs for such services, costs will be shared equally by the Board and C.R.E.A.

Mediation will continue for thirty (30) days unless both parties agree to extend this process.

C. Agreement

1. Tentative agreements shall be reduced to writing and initialed by a representative of each party.
2. If the successor agreement is ratified by C.R.E.A., the same shall be presented to the Board for ratification.
3. Within thirty (30) working days after signing, the agreement shall be made available to teachers and Board members. The Board shall be responsible for typing the final agreement. C.R.E.A. and the Board shall be responsible for the duplication and distribution to teachers as well as administrative personnel and Board members.

D. Transition from I.B.B. to Traditional Approach

1. Each party pledges an earnest effort to make I.B.B. successful; however, either party has the unilateral right to abandon the process at any time without being subjected to an unfair labor practice charge.
2. Tentative agreements remain tentative agreements. Once signed, they're done.
3. Issues discussed, but not resolved – each party has the right to establish fresh positions without regard to I.B.B. discussion.
4. Issues on agenda, but not discussed – same as 3.
5. Issues not on agenda for I.B.B. – no new issues allowed.

***ARTICLE III – GRIEVANCE PROCEDURE***

A. Definitions

1. Grievance: A grievance is defined as an alleged misapplication, misinterpretation or violation of only the express written provisions of this Agreement or of established policy or practice.
2. Grievant: A teacher who files a grievance; or, in the event of a group grievance, C.R.E.A.
3. Days: Administrative work days.

B. General Provisions

1. Time Limits: The number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. Any time limit may be extended by mutual written agreement. Failure of the employer to process a grievance within the time limits specified shall permit the grievant to proceed to the

next step. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being deemed waived and void.

2. Representation: The grievant may have a C.R.E.A. representative present at any formal meeting.
3. Written Decisions: Except at the informal level, all decisions at all levels of the grievance procedure shall be in writing and shall be transmitted promptly to all parties.
4. Reprisals: No reprisals of any kind shall be taken by the Board or any of its agents against any grievant, representative, C.R.E.A. member or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or his/her C.R.E.A. representative against the Board or any of its agents.

#### C. Procedure

- Step I The grievant shall first discuss the grievance informally with the building principal.
- Step II If the discussion does not resolve the grievance, the grievant may file a written grievance with the building principal within ten (10) days following the act or condition which is the basis of the grievance. The grievant shall be granted a conference within five (5) days after the principal's receipt of the request. The grievant shall be advised, in writing, of the time, place and date of such conference. The action taken shall be reduced to writing and copies sent to the grievant, C.R.E.A. President, and Superintendent.
- Step III If the Step II decision does not resolve the grievance, the grievant may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written disposition at Step II shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall address the grievance, in writing, within five (5) days after the conclusion of the conference. Copies of the written disposition shall be sent to the grievant, building principal, and C.R.E.A. President.
- Step IV If the Step III decision does not resolve the grievance, the grievant may appeal to a Problem Solving Committee within ten (10) days of receipt of the written Step III disposition. The appeal shall be in writing and filed with the Superintendent. The Committee shall be made up of the members of the teams that negotiated this Agreement. The Committee shall utilize the processes of I.B.B. to arrive at a grievance decision. Unless an outside mediator is utilized, the decision should be reached within ten (10) days. The grievant shall be assured the right to present his/her case before the Committee.
- Step V If the action taken at Step IV does not resolve the grievance, the grievant may appeal to the Board within ten (10) days of receipt of the written Step IV

disposition. The appeal shall be in writing and filed with the Board Treasurer. The Treasurer shall place the item on the agenda of the next regular meeting of the Board. If it chooses, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case with representation before a subcommittee of the Board.

The Board shall act on the appeal no later than the next regular Board meeting following the Board meeting at which the grievance was received.

- Step VI If the Step V decision does not resolve the grievance, the grievant may, with the approval of C.R.E.A., submit the grievance to arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service within ten (10) days after receipt of the Step V disposition. A copy will be mailed to the Superintendent at the same time as to FMCS with return receipt requested or hand delivered with the date of receipt noted. An arbitrator shall be selected in accordance with the rules of the FMCS. A hearing shall be held to permit each party the opportunity of presenting its case. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days. The decision shall be final and binding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and C.R.E.A. shall share the fees for and expenses of the arbitrator equally.

#### ***ARTICLE IV – DEDUCTIONS***

##### **A. Dues/Fair Share Fee**

1. All teachers shall elect to become members of C.R.E.A. or shall have a fair share fee, as determined by C.R.E.A., deducted from their pay. No part of the fee will be used for political activity.
2. Teachers shall be given a thirty (30) days grace period during which to make their decision as provided for in Ohio Revised Code Section 4117.09.
3. C.R.E.A. shall notify the Board Treasurer of those who will pay a fair share fee and any changes to that list. There will be no loss of dues or fair share fee payment to C.R.E.A.
4. All fair share fee payments shall be by payroll deduction and automatic without authorization of the employee.
5. Fair share fee deductions shall be executed in the same manner as dues deductions.
6. C.R.E.A. indemnifies and holds the Board harmless against any and all claims, demands, suits, or other liability arising out of action taken by, or on behalf of, any teacher in opposition to the fair share fee.
7. The Board Treasurer shall remit the dues/fair share fee payments to the C.R.E.A. Treasurer within seven (7) calendar days of the teacher pay day.

B. Annuities

Employees may participate in the tax-sheltered annuity program with payroll deductions by the Treasurer. The initial sign-up may be made at any time during the calendar year. A change by the employee can be accommodated only once in any subsequent calendar year.

## ***ARTICLE V – WORKING CONDITIONS***

A. School Calendar

The Board shall determine annually the days and the hours when school shall be in session for instructional purposes. The school calendar shall consist of no fewer than one hundred eighty-three (183) days for teachers and one hundred eighty-four (184) days for newly hired teachers. On the first teacher work day (second work day in the case of newly hired teachers), teachers will be accorded not less than three (3) hours for the purpose of preparing their classrooms and/or other materials for the upcoming year.

The Superintendent shall prepare, in cooperation with staff groups, a tentative calendar for Board consideration. The Board reserves the right to alter the calendar when necessary due to calamity days or unforeseen problems. The Board's contingency plan adopted under Ohio Revised Code 3313.482 will schedule make-up days at the end of the school year. If, after the school year begins, alterations affect any terms and conditions of employment, the Labor Management Committee will work on the resolutions of those problems.

Administration of the calendar is the responsibility of the Superintendent. The Superintendent is responsible for emergency closing of the schools.

B. School Day

Teachers must be in respective buildings by 7:45 A.M. each morning. Teachers are to remain in their building until 3:15 P.M., unless working on another school assignment. Exceptions may occur due to snow and fog day delays.

C. Class Size

1. High School and Middle School

As an optimal goal, the Board will attempt that class size not exceed twenty-eight (28) students per class. If class size exceeds twenty-eight (28), efforts will be made by the Administration to balance class size at twenty-eight (28) students within the first two (2) weeks of a new semester. However, it is recognized that these are only goals and that other constraints may limit the Board's ability in achieving such optimal levels.

2. Elementary School

As an optimal goal, the Board will attempt that class size not exceed twenty-five (25) students per class. If class size exceeds twenty-five (25), efforts will be made by the Administration to balance class size at twenty-five (25) students prior to the start of school. However, it is recognized that these are only goals and that other constraints may limit the Board's ability in achieving such optimal levels.

Class lists shall be provided to elementary teachers no later than three (3) weeks prior to the beginning of school. Following discussions between the teachers affected, the Superintendent and principal, the initial number of classes will be determined by the number of students no later than two (2) weeks prior to the beginning of school.

The class size for a split class (a class with more than one (1) grade level in a traditional self-contained program) shall not exceed twenty (20) students.

#### D. Special Education Teachers

Special education teachers shall be provided release time for the purpose of writing IEP's and/or holding IEP meetings with parents based on the number of students served according to the following schedule:

.....	1-6 students	one-half (1/2) day
.....	7-12 students	one (1) day
.....	13-18 students	one and one-half
(1½) days		
.....	19-24 students	two (2) days
.....	25-30 students	..... two and one-
half (2½) days		
.....	31-36 students	..... three (3)
days		

The number of students served shall be the number reported to the Ohio Department of Education during the first full week of December each school year. Substitutes will be provided for this day. No more than two (2) Special Education teachers at one time may utilize this release time.

#### E. Posting of Vacancies

As full-time teaching and supplemental vacancies occur during the school year, they shall be made known to the existing staff by posting on the bulletin boards in the teachers' lounge of all schools and via school e-mail. During summer months, an updated vacancies notice will be mailed to every teacher. The above procedures also apply to posting of vacancies for TESOL tutors and summer remediation teachers. Any summer remediation positions will be posted before the end of the school year if it has been determined that a summer remediation program will be necessary for the ensuing summer.

Vacancies for home instruction tutors will be posted via e-mail to all teachers for two (2) days before interviewing candidates who have expressed an interest. In hiring home instruction tutors, priority will be given to candidates who are teaching the grade level of the student or the subject area needed.

These notifications are intended to communicate with the staff as fully as possible on teaching and supplemental vacancies; and do not restrict the administrative staff in emergency situations. All above mentioned vacancies will be held open for five (5) administrative days in order to allow teachers the opportunity to express their interest.

F. Passes to School-Sponsored Activities

Each teacher will receive a Cory-Rawson general admissions pass to all Board-sponsored home functions/activities. At the teacher's annual option, the teacher will be provided with an additional pass(es) without charge for either (1) a guest, or (2) the teacher's spouse and school age (high school and below) children at **HOME SPORTS EVENTS ONLY**. Excluded from the use of the pass(es) are all Ohio High School Athletic Association Tournament games, and any function/activity at the Cory-Rawson Schools in which proceeds are shared by participating schools. The pass(es) exclude(s) any meal functions and is good for admission only.

G. Class Selection Committee

A Class Selection Committee will be established for the purpose of recommending to the Administration the number of sections of each grade level (K-8) for the following year. The Committee will be made up of the Elementary Principal, 7-8 Principal and one (1) representative from each of the grades Kindergarten (K) through eight (8).

Prior to March 1<sup>st</sup> each year, the teachers at each grade level mentioned above will meet for the purpose of selecting a representative to the Committee. Prior to March 10<sup>th</sup> each year, the C.R.E.A. President will convene the first meeting of the Committee for the purpose of selecting co-chairs. One (1) co-chair shall be selected from the representatives of grade levels K-4 and one (1) from the representatives of grade levels 5-8. The co-chairs must be C.R.E.A. members.

The co-chairs will schedule meetings as needed prior to April 1<sup>st</sup> to discuss and determine the number of sections in each grade level K-8 that will be recommended for the following school year. This decision will be made on, but not limited to, the following criteria: predetermination of the total number of sections by the Superintendent, desires of the teachers at each grade level, special and specific needs of the students and consideration of parent/teacher requests. The recommendation(s) of the Committee will be presented to the Superintendent on or before March 15th. The decision of the Superintendent will be reviewed and discussed with the Committee on or before March 31st. If not satisfied with the Superintendent's decision and rationale, the Committee may present its views directly to the Board at the Board's regular April meeting.

Vacancies created by a change in the number of sections shall be posted. The Superintendent shall make the final decision on assignment of all staff.

Any decision to increase the number of teachers will be made by the Board upon the recommendation of the Superintendent.

#### H. Drug-Free Workplace

The Board and C.R.E.A. agree to establish and maintain an educational setting which is not tainted by the use, or evidence of use, of alcohol or any controlled substance by employees.

C.R.E.A. recognizes the Board's authority to establish policies and guidelines that ensure a drug-free workplace, including the right to discipline (which may result in termination) if the employee is found in violation of such policies.

If an employee exhibits a consistent problem relating to the use of alcohol or other drugs, the Administration may request the employee to work on their assumed problem in accordance with Board Policy 3170.01, "Employee Assistance Program (EAP)." If the employee refuses, the Administration may require the employee to submit to a drug test at the Board's cost.

#### I. Labor Management Committee

A Labor Management Committee will meet on a mutually agreeable date in September, November, February, and April if needed. Other meetings may be called if necessary. Prior to each meeting, the C.R.E.A. President and the Superintendent will meet to mutually establish an agenda. The membership of the Committee will consist of the Superintendent, Treasurer, and two (2) Board members, the C.R.E.A. President and three (3) other C.R.E.A. members (chosen by C.R.E.A. in such a way as to represent all three teaching levels). The purpose of the Committee is to discuss common concerns of either C.R.E.A. or the Board and if possible reach decisions by the use of consensus. Decisions by the Committee on non-contractual issues will be in effect immediately. Decisions by the Committee on contractual issues need to be ratified by the C.R.E.A. Executive Committee and the Board in order to be added to this Agreement.

#### J. Professional Development

A District-wide Professional Development Committee comprised of three (3) teachers from grade levels K-6 and three (3) teachers from grade levels 7-12, chosen by C.R.E.A. and the two (2) building principals will be established. The Superintendent will call the date of the first meeting, and the Committee at that meeting will choose the chairperson. The tasks of this Committee will be to determine the program for the in-service day at the beginning of the next school year. The decisions of this Committee must be made no later than May 1<sup>st</sup> for the following school year.

During each school year, there will be four (4) two-hour delay days. These days will be for the purpose of collaboration of appropriate teacher groups. Each teacher group must select a team leader prior to each collaboration meeting. It will be the responsibility of each team leader to provide an agenda of the planned discussion items to the appropriate building principal prior to each collaboration meeting. The Superintendent will determine the dates for the four (4) delay days.

#### K. Adverse Weather Conditions



When District schools are open, and a teacher living outside Hancock County encounters a Level 3 weather condition in that county or has to drive through a county under a Level 3 condition, said teacher shall have the option of not attending school that day. If that

choice is implemented, the teacher will have the option of taking a dock day, using a personal day, or working a make-up day (either a full day or two half days to be worked on an administrative work day(s)) as a replacement for the missed day.

L. Teacher's Children Enrollment

Children of District teachers may attend the District schools on a non-tuition basis.

M. Teacher's Children Relocation

When the situation arises where a member of the bargaining unit who has exhausted all or part of his/her three personal days needs to move a child who is living out of state, said bargaining unit member will be granted up to three (3) days of leave to move said child which must include any unused personal leave. The employee will be required to make up the time missed, beyond their three personal leave days, by performing duties mutually agreed upon with the administration. All make-up days/duties must be performed on administrative work days.

**ARTICLE VI – EVALUATION**

- A. Evaluation of teachers shall be performed by those personnel designated by the Superintendent. Classroom visits for the purpose of evaluation shall not be made on the day before nor the day after any vacation period, nor one (1) day after a teacher absence, nor during the last two (2) weeks of the school year.
- B. A minimum of thirty (30) consecutive minutes will be allotted for each classroom observation. If, for some reason, the evaluator is interrupted during the observation, it will be rescheduled. Teachers receiving an evaluation or observation indicating "deficiency" shall have a follow-up observation or evaluation to determine if improvements in the teacher's performance have been made. Such a follow-up observation or evaluation will be dated and attached to the original and will occur within a time period that is sufficient to correct the deficiency. Teachers shall have the right to request C.R.E.A. representation at the conference concerning an evaluation or observation. In cases of deficiency, the teacher and his/her administrator will develop a program of improvement.
- C. The classroom observation (Appendix F) and the final evaluation document (Appendix I) will be signed by the teacher indicating the following: a conference was held; the teacher has seen, but not necessarily agreed with, the observation and evaluation; and a copy of the form has been given to the teacher. The post-observation conference must be conducted within five (5) working days of the observation.
- D. Each teacher new to the District, or on a one (1) or two (2) year limited contract, shall have a written evaluation, completed by the building principal, a minimum of two (2) times a year. This requires classroom observation and a conference for review of the evaluation. The completed evaluations are due in the Superintendent's office by the end of the first semester and the last day in March respectively. The teachers may require more evaluations. These will be at the discretion of the building principal.

- E. Teachers under continuing contract will have a minimum of one (1) written evaluation, completed by the building principal, every two (2) years. This evaluation requires a classroom observation and conference to review the evaluation. This evaluation will be due in the Superintendent's office by the last working day of March.
- F. Those teachers who are up for contract renewal will have a minimum of two (2) evaluations. Each evaluation requires a classroom observation and conference to review the evaluation. These evaluations will be due in the Superintendent's office by the end of the first semester and the last working day in March respectively.
- G. The contents and merit of any evaluation shall be at the determination of the evaluator and are not subject to the grievance procedure.
- H. If the procedures in sections A through G of this Article are not followed, a limited contract teacher cannot be non-renewed in April of that school year. This provision will supercede the non-renewal portions of Ohio Revised Code Section 3319.11(G)(1) through (7), in that a non-renewal teacher shall have no entitlement to a hearing or any other recourse provided for in this Section of the Ohio Revised Code.
- I. Forms to be used in evaluation are those included in the appendix to this Agreement and include philosophy, professional improvement goals, pre-observation data sheet, pre-observation planning and preparation, classroom teacher evaluation form, final evaluation summary and improvement assistance plan. All evaluations shall be done in triplicate: one (1) copy is for the teacher, one (1) copy for the Superintendent, and the original to stay with the Principal.

## ***ARTICLE VII – PROFESSIONAL MEETINGS***

- A. Teachers are to request, in writing, from their respective principals or supervisor, permission to attend professional meetings. It is expected that a relationship exists between the meeting to be attended and the employee's responsibilities at the District. Principals or supervisors are to manage the number of staff requesting to attend meetings so that the local educational program is not unduly interrupted. Requests are to be filed as much in advance of the meeting as possible. Approval must be granted before the meeting is attended. After attending the meeting, the member will provide feedback on the content of said meeting to the appropriate building administrator.
- B. Estimated expenses are to accompany all requests. Yearly appropriations will be the limiting factor regarding number of meetings approved. All requests should be weighed in relationship to local returns. A yearly rate of maximum per diem reimbursement for food, and lodging will be set by the Board. Registration fees and mileage at current rate will be paid for approved meetings.
- C. Two (2) Professional Leave days will be provided to each member of a standing I.A.T. Committee. The purpose of these days will be for each standing I.A.T. Committee to attend an appropriate I.A.T. conference together as a team.

- D. All meetings which occur on a yearly basis are to be requested on a form provided by the Superintendent's office and are due before the start of Christmas vacation in the year prior to anticipated attendance. (These requests must be accompanied by estimated expenses.)
- E. Two (2) other types of meetings are to be requested using the above procedure:
  - 1. A meeting which involves student participation.
  - 2. A clinic or tournament for athletic coaches.

An additional regulation on the above type of meeting would be that law provides for only payment of expenses for an employee of the Board.

- F. A teacher may use one (1) professional day per year to attend a school function with their son/daughter.

#### ***ARTICLE VIII – S.T.R.S. PICK-UP***

- A. The Board shall “pick up” the teacher’s full contribution to the State Teachers Retirement System as authorized by S.T.R.S. Rule 3307-1-23, Federal Revenue No. 77-462 and OAG 82-097. Under these provisions the Board, upon proper application with S.T.R.S., shall not deduct state, federal, or local taxes on the amount of the teacher’s total required contributions to the S.T.R.S., and such shall be noted on or with the individual teacher’s W-2 form.
- B. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

#### ***ARTICLE IX – LEAVES***

- A. Maternity

A leave of absence will be provided for childbirth under the Family Medical Leave Act as illustrated in Section I of this Article. Any female who does not qualify under Section I will be provided up to six (6) weeks of unpaid leave following the birth of the child and may use any of her accumulated sick leave for this specified leave period.

The need for any absences immediately preceding the birth of a child shall be documented by the attending physician and will be charged against accumulated sick leave.

- B. Personal

A teacher will be granted up to three (3) unrestricted days of paid personal leave per school year. With the exception of emergencies, these days will be based on the availability of substitutes with the further understanding that in no event will personal leave be approved for more than 20% of K-6 teachers or 20% of 7-12 teachers on the same day. The following guidelines apply to the personal leave days:

1. May not be granted on parent/teacher conference days except in an emergency situation, i.e., court appearance, house fire, etc.
2. May not be granted the first and last five (5) student days of any school year except for an immediate family event, i.e., attend graduation ceremonies, attend awards assembly, etc.
3. May not be granted for seeking or engaging in gainful employment.

If possible, written request for approval must be submitted at least one (1) week in advance through the building principal or supervisor to the Superintendent.

#### C. Sick

Sick leave is earned at the rate of one and one-fourth (1¼) days per month for a total possible of fifteen (15) days per year, accumulated to two hundred five (205) days. Teachers, upon approval of the responsible administrative office of the District, may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. Immediate family is interpreted to include mother, father, step-parent, child, step-child, spouse, in-law, sibling, grandparent, grandchild, foster child and any individual living in the same household in permanent residency. Sick leave may be used for doctors/dentists appointments only if said appointments cannot be scheduled outside the school day. Sick leave use for this purpose can only be used in full or half day increments.

If a teacher has no accumulated sick leave remaining, the Board will advance a maximum of five (5) days in any one school year. The teacher will return the advanced days out of future accumulation. If the teacher leaves employment prior to repayment of the advanced days, he/she will be obligated to pay back to the District equivalent amounts for the advanced days that have not been regained.

#### D. General

A teacher desiring a leave of absence shall apply in writing to the Superintendent stating the purpose and length of the proposed leave. A leave may be granted upon recommendation by the Superintendent and approved by the Board. All leaves shall be without pay, accumulation of sick leave days, payment of retirement, hospitalization, and insurance. However, a teacher may continue the group insurance at his/her own expense while on leave. Premiums will be paid quarterly, the first of which will be deducted from the teacher's last pay from the Board prior to the leave. Failure to pay the premium prior to the first day of any quarter will result in termination of the benefits as of that date.

Previously established rights to tenure shall be maintained. A year's leave shall not advance a teacher on the salary schedule unless he/she was in the armed services of the United States or any auxiliary thereof, (as per Ohio Revised Code Section 3319.14) or in a position of full-time teaching.

#### E. Peace Corps, Exchange Teacher Leave

A leave of absence without pay up to two (2) years may, upon the approval of the Superintendent, be granted to any teacher who joins the Peace Corps, VISTA, or serves as an exchange teacher and is a full-time participant in any of these programs. Upon return from such leave, a teacher will be considered as if he/she had been actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided he/she was engaged in teaching during the leave.

F. Jury Duty

A teacher who is called to jury duty or subpoenaed as a witness in a non-school related case will be paid his/her per diem rate.

G. Assault or Injury Leave

1. Leave for employee absences resulting from assault or injury, while the employee is engaged in the performance of job-related duties, shall be granted without loss of pay and/or benefits.
2. Assault leave will be limited to a maximum of thirty (30) working days per school year, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.
3. If upon the exhaustion of the allowed thirty (30) assault leave days, the individual is unable to perform his/her contracted duties, he/she may apply for sick leave, Workers' Compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for Workers' Compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the Workers' Compensation benefit until such time as the benefit terminates.

H. Bereavement Leave

Up to three (3) successive work days will be granted with pay to attend the funeral/memorial service of a member of the teacher's immediate family and to take care of family business. (See Section C of this Article for the definition of "immediate family.") It is the teacher's responsibility to reasonably determine the number of days that will be necessary.

These days will not accumulate and will not be deducted from sick leave.

If there is a funeral/memorial service for a person not in the immediate family, personal leave may be taken to attend said service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose.

I. Family Medical Leave Act

Teachers are entitled to the benefits provided by Federal Family Medical Leave Act of 1993 and in accordance with Board Policy 3430.01.

Such leaves shall provide for twelve (12) weeks of maintenance of medical benefits by the Board, while a teacher is on a leave and such absence is a result of the birth or care of a child, the adoption or foster care of a child, the care of a spouse, child, or parent if such individual has a serious health condition, or a serious health condition of the teacher which disables him/her from performing the functions of his/her position. For purposes of this Section, a year shall be defined on an individualized and rolling basis.

For further information concerning this Act, contact the Superintendent's office.

J. Dock Days

Dock Days should only be requested and approved under very limited circumstances. An employee may request a dock (unpaid) day based on the following conditions:

1. All personal leave and vacation days must be used or approved for use prior to any request, unless there is a unique situation that has prior approval of the Superintendent.
2. A request must be made in writing to the Superintendent at least three (3) work days in advance of the requested day off, except in the case of an emergency.
3. The Superintendent may grant up to three (3) dock days per year at his/her complete discretion. If there is a unique situation, additional dock days may be approved by the Board of Education.

**ARTICLE X – SEVERANCE PAY**

- A. At retirement, severance pay will be granted to a teacher for sick leave accumulated in his/her primary position of employment. The retiree will be reimbursed at his/her daily rate at the time of retirement. The employee will receive payment for one-third (1/3) of the accumulated days. The maximum number of paid days will be thirty (30).

An additional severance pay will be granted at retirement according to the following scale:

Ten (10) through fifteen (15) years in the District - forty-five (45) days maximum.

Sixteen (16) or more years in the District - fifty (50) days maximum.

This payment will be made within two and one-half (2-1/2) months after the effective date of retirement, as certified by the S.T.R.S.

- B. Once an employee has reached two-hundred (200) days of accumulated sick leave at the beginning of a school year he/she will be eligible to earn bonus severance days. During that school year he/she will receive one (1) bonus severance day for each semester he/she did not use any sick leave days. These bonus severance days will be recorded and paid in addition to any amount obtained in A. above. Effective with the 1996-97 school year, at retirement, bonus severance days will be paid at the daily rate of the teacher in the year they were earned. Any bonus days earned prior to the 1996-97 school year will be paid at his/her daily rate at the time of retirement.

The maximum number of bonus severance days that may be earned is twenty-five (25).

Should an employee who has earned bonus days under this Section die prior to retirement, the Board will pay such days in accordance with Ohio Revised Code Section 2113.04 or to the employee's estate.

### ***ARTICLE XI – REIMBURSEMENT***

#### **A. Travel Between Buildings**

The Board will pay employees who travel between buildings at the current rate per mile as allowed by the I.R.S. This should be accounted for by the employee and billed to the Treasurer at the end of each semester.

#### **B Graduate Classes**

The Board will reimburse a portion of the cost per quarter or semester hour for approved courses given by an accredited institution. The maximum payment for an undergraduate course is up to Seventy-Five Dollars (\$75.00) per quarter hour or up to One Hundred Dollars (\$100.00) per semester hour. The maximum payment for a graduate course is up to One Hundred Forty Dollars (\$140.00) per quarter hour or up to One Hundred Seventy-Five Dollars (\$175) per semester hour. A maximum of twelve (12) quarter hours or nine (9) semester hours per year will be eligible for reimbursement on a first-come first-served basis. The maximum amount to be budgeted by the Board will be Sixteen Thousand Dollars (\$16,000.00) each fiscal year. If during any fiscal year of this agreement the maximum is not reached, the amount left over will be divided on an hourly pro-rated basis among teachers who submit more than twelve (12) quarter hours or nine (9) semester hours. The maximum reimbursement for each additional hour will not exceed Seventy-Five Dollars (\$75.00) per quarter hour and One Hundred Dollars (\$100) per semester hour for undergraduate hours, and One Hundred Forty Dollars (\$140.00) per quarter hour and One Hundred Seventy-Five Dollars (\$175) per semester hour for graduate hours. If the maximum amount during any fiscal year of this agreement is reached, then that amount will be increased by One Thousand Dollars (\$1,000.00) for the following fiscal year; and the reimbursement concept stated above will be applied if appropriate for that fiscal year.

Only grades of A, B, or S will be reimbursed.

Reimbursement payments for graduate classes will be made four (4) times per fiscal year: September 20<sup>th</sup>, December 20<sup>th</sup>, March 20<sup>th</sup>, June 20<sup>th</sup>. Proof of payment and the grade report must be filed with the Treasurer of the Board no later than ten (10) work days prior to any of these dates.

If a teacher resigns or retires from the District on or after May 1, he/she will be obligated to pay back to the District any graduate class reimbursement received on June 20<sup>th</sup>.

#### **C. I.A.T. Participation**

A standing I.A.T member will be paid at a rate of Fifteen Dollars (\$15.00) per hour to a maximum of fifty (50) hours at the K-4 level, thirty (30) hours at the 5-8 level, fifteen (15)



hours at the 9-12 levels for time worked outside the school day (refer to Article V, Section B, of this agreement). This will be limited to up to four (4) standing team members at the 5-8 and 9-12 levels, respectively, and up to five (5) standing team members at the K-4 level. Any non-standing member teacher who is invited to and does attend an I.A.T. meeting outside the school day will be paid at a rate of Ten Dollars (\$10.00) per hour for such attendance; the teacher's total pay for this purpose is capped per school year at \$250.00 at the K-4 level, \$150.00 at the 5-8 level, and \$75.00 at the 9-12 level. The principal at each level will log hours for the school year.

D. Local Professional Development Committee (LPDC)

Any C.R.E.A. member who serves on the Executive Committee of the Hancock County Local Professional Development Committee or on a sub-committee of this Consortium shall be paid for hours worked outside the normal school day at Twenty Dollars (\$20.00) per hour up to a yearly maximum of one and a half percent (1.5%) of the base salary (BA, Step 0) of the current year teachers' salary schedule.

**ARTICLE XII – INSURANCE**

A. Medical Insurance

Effective October 1, 2008 the Board will pay ninety-one percent (91%) of the monthly cost for Plan B (family or single coverage) for each full-time employee who chooses to participate; effective October 1, 2009, the Board's contribution will be adjusted to ninety percent (90%) and, effective October 1, 2010, the Board's contribution will be further adjusted to eighty-nine percent (89%). To be considered full-time, an employee must work at least six (6) hours per day. If an incumbent employee chooses Plan A (family or single coverage), the Board will pay toward the monthly cost the same dollar amount that the Board would have paid if the employee had elected Plan B. All bargaining unit employees hired after September 25, 2008 who participate in health insurance benefits are required to select plan B.

For part-time employees, the Board will pay a percentage of the above costs equal to the percentage of time worked.

If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the monthly cost of either plan A family coverage or two (2) Plan B single coverages. Participation in the Medical Insurance Waiver Pool is not available when both spouses are employed by the Board. An employee who elects to participate in family or single medical insurance (either Plan A or Plan B) will be furnished a prescription drug card by the medical insurance provider.

It is mutually recognized and understood that withholding of the employee's contribution toward the October monthly cost of insurance occurs with the preceding September payrolls.

B. Dental Insurance

The Board will pay ninety-five percent (95%) of the full cost of family or single dental insurance for each full-time employee. If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the dental premium.

C. Life Insurance

The Board shall pay the cost of Thirty Thousand Dollars (\$30,000.00) life insurance for all full-time employees who wish to participate. To be considered full-time, an employee must work at least six (6) hours per day. For part-time employees, the Board will pay a percentage of the cost equal to the percentage of time worked.

If the employee desires more life insurance coverage, he/she must pay the additional premium.

D. Vision Insurance

The Board will pay the full cost of family or single vision care insurance, which includes annual examinations, for each full-time employee.

E. Cafeteria Plan

The Board will continue to provide premium conversion, flexible spending accounts and dependent care accounts for employees.

F. Insurance Carriers

The Board may change medical, dental, life and/or vision insurance carriers only if coverage is equal to or better than the coverage provided by the Hancock County Group Insurance Consortium on May 1, 1996.

G. Waiver of Coverage

The Board will establish a Medical Insurance Waiver Pool for the purpose of determining the cash stipend to be paid to all full-time employees who decide to waive their medical insurance coverage provided by the Board. Part of the consideration as to the amount of the stipend will be the coverage provided the eligible employee as of the date of May 1, 1996, and that coverage will be among one of the following: family medical, single medical, and no medical insurance taken. This stipend is not available when both spouses are employed by the Board.

A written waiver must be presented to the Treasurer only during the open insurance enrollment period in the month of September each year. If an employee has need to resume the medical insurance program of the Board, he/she can do so only for the following reasons spelled out by the present carrier: adoption, birth, death, divorce, marriage, legal separation, spouse's employment status from full-time to part-time or vice versa, significant change in the spouse's health coverage at his/her place of employment or loss of other group coverage. These reasons will be provided by the medical insurance carrier. Employees who resume the medical insurance program of the Board will be ineligible to receive the stipend for that year.

The stipend will be paid out to each participant by the 15<sup>th</sup> of November following the October to September period of participation. The stipend will be paid only if the teacher has fulfilled the entire contract for the previous school year. Any employee who waives medical insurance will have an amount put into the Waiver Pool equal to the Board

contribution toward the appropriate Plan B. The stipend for eligible new employees will be on a pro-rated basis following the September 30<sup>th</sup> closing date.

Each October, the Board will place into the Medical Insurance Waiver Pool fifty percent (50%) of the total yearly amount of its share (based on the previous plan year's premium) for each family/single coverage waived. No amount will be provided by the Board for those employees who, as of May 1, 1996, had no insurance coverage; however, they will be accorded single status for the purpose of receiving the stipend. In the month of October each year, the Treasurer will determine the stipend to be paid out on the basis of the coverage carried on May 1, 1996, with the family stipend being one hundred twenty-five percent (125%) of the single stipend.

### **ARTICLE XIII – SALARY**

#### **A. Home Instruction**

The pay rate for Home Instruction is as follows with a maximum of five (5) hours per week.

The hourly rate will increase the same percentage as the BA-0 Step of the Teachers' Salary Schedule each year.

For the duration of this Agreement the rate of pay is:

08-09	\$20.58
09-10	\$21.20
10-11	\$21.84

#### **B. TESOL Tutoring**

For the duration of this Agreement the pay rate for a TESOL Tutor is Twenty-Five Dollars (\$25.00) per hour.

#### **C. Summer Remediation Teacher**

For the duration of this Agreement the pay rate for a summer remediation teacher is Twenty Dollars (\$20.00) per hour for a maximum of twenty (20) hours.

#### **D. Certified Schedule**

The teachers' salary schedule is attached as Appendix A. Graduate and/or undergraduate credits may be used to advance to the B.A. + 30 column. Only graduate credits may be used to advance to the M.A. + 15 column. The B.A. + 30 (150 hrs.) and M.A. + 15 columns refer to semester credits or the equivalent quarter credits.

Teachers new to the District will be granted up to fifteen (15) years credit on the salary schedule for experience as defined in the Ohio Revised Code Section 3317.13. By not later than the second regularly scheduled payday following ratification of this Agreement by both parties, the Board will make a one-time payment of \$200, less applicable payroll deductions, to each teacher. Payment will be made by separate check and will be prorated in the case of a part-time teacher.

#### E. Horizontal Movement on Salary Schedule

The Board will continue its practice under Ohio Revised Code Section 3317.14 of moving a teacher horizontally on the teachers' salary schedule to a higher rated- column, effective with the September 20<sup>th</sup> pay and thereafter, if satisfactory evidence of completed coursework that justifies the teacher's move to the higher bracket is received by the District Treasurer by the immediately preceding September 15. In addition, the Board will move a teacher horizontally to a higher-rated column, effective with the January 20<sup>th</sup> pay and thereafter, if satisfactory evidence of completed coursework that justifies the teacher's move to the higher bracket is received by the District Treasurer after the immediately preceding September 15 but on or before January 15.

#### F. Supplemental Schedule

The salary schedule for extra activity responsibility is attached as Appendix B.

Head coaches/advisors/directors may hire more assistants than what is listed on the supplemental contract provided the percent of pay allotted for each position is not increased. For example, an assistant position listed as (1) at 10% may be filled by (2) at 5%. The number of assistants hired cannot be less than the number stated on the supplemental contract.

Supplementals will be paid utilizing one (1) of these three (3) methods:

1. Payment will occur with the regular pays and will be a part of the regular pay with regular tax deductions.
2. Payment in one (1) separate pays with regular tax deductions when duties are completed as certified by the building principal and in the case of athletics, certified by the Athletic Director.
3. Payment in two (2) separate pays with regular tax deductions. The first to be approximately half way through the season, and the other at the completion of the activity.

Pay options 2 and 3 will be paid as follows: fall activities will be paid on September 20<sup>th</sup> and November 20<sup>th</sup>, winter activities will be paid on December 20<sup>th</sup> and March 5<sup>th</sup>, and spring activities will be paid on April 5<sup>th</sup> and June 5<sup>th</sup>.

The choice of option will be made when the supplemental contract is signed.

If any teacher leaves or fails to finish the responsibilities of his/her supplemental contract and has chosen #1 above for payment of that supplemental, the Treasurer will deduct an amount equal to the pro-rated part of the unfinished supplemental contract work from the teacher's regular pay.

#### G. Personal Leave Incentive

Each full-time teacher will receive Seventy Dollars (\$70) for each personal day not used. This payment will be made the second payday in June.

H. National Board Certification

Any teacher who has achieved National Board Certification from the National Board for Professional Teaching Standards will receive a one-time stipend of Five Hundred Dollars (\$500.00) with the second pay following the granting of the Certification.

I. Direct Deposit

For any employee hired on or after July 1, 2008, salary payments will be made only by direct electronic deposit. Any other employee currently being paid by direct electronic deposit will continue to be paid by direct electronic deposit. It is mutually understood, as to those employees on direct electronic deposit, that a paper check may still be occasionally needed and will be issued under extenuating circumstances.

J. Retirement Notification Incentive

An employee who, by not later than the Board's organizational meeting in January, gives written notice to the Treasurer that he/she will retire under S.T.R.S. effective at the end of that school year, and who does in fact retire at the end of the year, will receive a lump-sum payment of \$500 (subject to applicable payroll withholdings), payable by the last regularly scheduled pay day in June.

K. Beginning in calendar year 2009, the Board will pay a stipend in December in the gross amount of \$1250 to a full-time bargaining unit employee who is placed on the 16<sup>th</sup> vertical step (or above) on the salary schedule and who has earned thirty (30) or more graduate credit hours above and beyond the Masters degree. In the case of part-time employees, this stipend will be prorated.

**ARTICLE XIV – C.R.E.A. PRIVILEGES**

- A. C.R.E.A. shall have the exclusive right to the items enumerated in this Article.
- B. C.R.E.A. will have the right to use faculty lounge bulletin boards and mailboxes for C.R.E.A. business as long as it does not interfere with the orderly conduct of work as determined by the building principal.
- C. C.R.E.A. shall have the right to use school facilities according to school procedures as long as it does not interfere with previously scheduled events. C.R.E.A. shall be responsible for any custodial overtime associated with such use.
- D. The Superintendent shall authorize up to a combined total of eight (8) days per year to members elected to represent C.R.E.A. or chosen to serve on programs in any other capacity at C.R.E.A. meetings, conferences or conventions. C.R.E.A. can be granted an additional six (6) days for C.R.E.A. activities. C.R.E.A. will reimburse the Board for the cost of substitutes for the additional six (6) days.

**ARTICLE XV – BUILDING ADVISORY COMMITTEE**

- A. For the purpose of improving communications within each building, a Building Advisory Committee will be established.

- B. The Committee's size is to be determined by the building principal except that it will be no smaller than three (3) members and no larger than seven (7) members.
- C. The building principal and a C.R.E.A. building representative are automatically members of the Committee, and the remaining members are to be elected by the building staff.
- D. Meetings will be held as called by the principal or a majority of Committee members.
- E. Meeting times will be determined by the building principal and the C.R.E.A. representative.

#### ***ARTICLE XVI – MANAGEMENT RIGHTS***

- A. The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the 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 specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

#### ***ARTICLE XVII – ELIGIBILITY FOR CONTINUING CONTRACT STATUS***

Teachers shall be eligible for continuing contract status in accordance with Ohio Revised Code Section 3319.11; provided, however, that a teacher shall neither be eligible for nor obtain a continuing contract by operation of law unless all requirements of Ohio Revised Code Section 3319.08 have been met and all required documents (i.e., teaching certificate, license, etc.) have been filed with the local and Educational Service Center Superintendent by March 1<sup>ST</sup> of the year in which the teacher's limited contract expires.

#### ***ARTICLE XVIII – REDUCTION IN FORCE***

If the Board determines it necessary to reduce the number of bargaining unit positions, the following procedures shall apply.

- A. A RIF may occur for the following reasons:
  - 1. Decrease in overall pupil enrollment from the previous school year and/or grade level in program area.
  - 2. Suspension of schools or territorial changes.
  - 3. Return to duty of a teacher from a leave of absence.

4. Curriculum changes.

5. Financial reasons.

B. Procedure

1. C.R.E.A. shall be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to which teacher(s) shall be suspended.
2. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.
3. If additional reductions are necessary it shall be done through seniority as defined herein.

C. Seniority

1. For purposes of this Agreement, seniority shall be defined as the continuous number of years of service with the District. Part-time teachers' seniority shall be determined on a percentage basis. The percent shall be equal to the percent of the part-time employment. If two (2) or more individuals have equal seniority, the following shall apply:
  - a. The date of the Board meeting at which the teacher was hired, then by
  - b. The date on which the employee submitted a completed job application, then by
  - c. Total S.T.R.S. service credits.
2. The Superintendent shall provide the C.R.E.A. President with a seniority list each school year. The seniority list shall be made up for each area of certification/licensure with certified/licensed personnel placed on all lists for which they are certified/licensed.
3. Those teachers on limited contracts with the least seniority in an area of certification/licensure shall have their contracts suspended first. In the event that continuing contract employees must be reduced, their contracts shall be suspended on the basis of seniority as defined herein.
4. Recall shall be done in inverse order. Continuing contracts with most seniority first, then limited contracts with the most seniority. Recall shall be to a position for which the individual is properly certified/licensed. No new employees may be hired until laid-off employee(s) have been offered the position and have rejected the offer, or until the laid-off employee is removed from the recall list as outlined below.

D. Rights While On Suspension

1. If recalled, the individual shall have the right to return to the same seniority level and total sick leave accumulation.
2. The employee shall have the right to all insurance benefits for a period of thirty-six (36) months providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of the premium fifteen (15) days prior to the due date.

**E. Recall Rights**

1. Employees who are suspended shall be retained on the recall list for twenty-four (24) months.
2. An employee may be removed from the recall list if he/she:
  - a. Waives his/her recall rights in writing.
  - b. Resigns.
  - c. Fails to accept recall to a position for which he/she is certified/licensed within five (5) days of notification.
  - d. Fails to report to work within ten (10) working days after receipt of the notice of recall unless sick or injured.
3. The individual affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.
4. All recall notice and acceptance notes shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or by hand delivery.

**ARTICLE XIX - EMPLOYMENT OF RETIREES**

- A. This Article governs the terms and conditions of employment of any S.T.R.S. or other retiree whom the Board may regularly employ in a position that falls within the bargaining unit described in Article I, Section A of this Agreement. It is mutually understood that there is no guarantee of employment for any retiree and that the Administration will consider such employment only under extraordinary circumstances where qualified available candidates for a position are in short supply or deemed unsuitable. Except as otherwise specified below, any regularly employed retiree will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
  1. For placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with the normal rules and three (3) years of vertical credit. If subsequently reemployed, this salary schedule placement will be maintained.
  2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded another



one-year limited contract. In no event will the employee qualify for a continuing contract or a multi-year limited contract.

3. The employee's limited contract awarded under Paragraph 2 above will automatically nonrenew as of the end of the school year without the necessity of Board action or notice. The procedures appearing in Ohio Revised Code Section 3319.11 do not apply to such nonrenewal. The nonrenewal may not be challenged under Article III of this Agreement or otherwise challenged.
  4. Neither the evaluation procedures in Article VI of this Agreement nor the procedures appearing in Ohio Revised Code Section 3319.111 shall apply to the employee. The Administration may choose to evaluate, but is not required to evaluate, the employee. If the Administration chooses to evaluate, the evaluation instrument applicable to bargaining unit employees will be the instrument utilized.
  5. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
  6. Upon employment, the employee will be credited with zero (0) days of sick leave. Thereafter, the employee will receive sick leave in accordance with Article IX, Section C of this Agreement except that in no event will the employee accrue more than a maximum of fifteen (15) days.
  7. The employee is not eligible to participate in insurance fringe benefits offered under Article XII of this Agreement, unless S.T.R.S., by change in its rules, precludes the employee from participating in such benefits offered through S.T.R.S. If S.T.R.S. thus changes its rules, the employee may thereupon elect to participate in benefits offered by the Board under Article XII.
  8. The employee will in no event qualify for severance pay under Article X, tuition reimbursement under Article XI, Section B, a personal leave incentive under Article XIII, Section D, or a National Board Certification stipend under Article XIII, Section E of this Agreement.
- B. The provisions of this Article prevail over any inconsistent terms that may appear elsewhere in this Agreement or in the Ohio Revised Code. It is mutually recognized that the requirements of Ohio Revised Code Section 3307.353 are not affected by this Article.

#### **ARTICLE XX – PERSONNEL FILES**

- A. Each employee shall have only one (1) personnel file, which shall be maintained in the Superintendent's office
- B. No material derogatory to an employee's conduct, service or personality shall be placed in his/her official file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign shall be noted, but not preclude placing it in the file. The employee shall have the right to submit a written response to such material, and the response shall be attached to the material in question.

- C. The employee shall have the right, within a reasonable time and upon request to the Superintendent, to review and obtain one (1) copy of the material in the file excluding confidential pre-employment information, ratings, reports or records which were obtained prior to the employment of the employee involved.

In addition to the employee, the Superintendent, immediate supervisor or other administrators who have justifiable employment reason shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations. This does not prohibit access to an individual's file by the public as cited in Ohio Revised Code Section 149.43. If a person other than the teacher, the Superintendent, immediate supervisor or other administrators who have justifiable employment reason, request to have access to a teacher's file, the teacher shall be notified of the request. The teacher will also be granted the ability to be present when the above request is fulfilled.

- D. Records shall not be removed from the office of the Board.
- E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement. No material shall be placed in a personnel file without the teacher receiving a copy.
- F. Reprimands and disciplinary material placed in the employee's file, per Section B. of this Article, will be removed two (2) years after being placed in the file if requested by the employee.
- G. The provisions of this Article do not limit the rights accorded to a teacher under Ohio Revised Code Chapters 1347 and 4117.
- H. Only the procedural aspects of this Article (not the substantive content) shall be subject to the grievance procedure.

#### ***ARTICLE XXI – NO STRIKE AGREEMENT***

For the duration of this Agreement, neither C.R.E.A., its agents, nor the employees represented by C.R.E.A. shall engage in any strike, slowdown or withholding of services designed to interfere with the normal operations of the District.

#### ***ARTICLE XXII – COMPLETE AGREEMENT***

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals on any subject. The understandings and agreements arrived at after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire agreement between them and settles all issues on all matters.

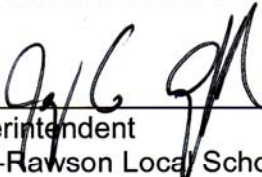
Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the District as prescribed by law.

### **ARTICLE XXIII – DURATION OF AGREEMENT**


This Agreement shall be effective the first (1<sup>ST</sup>) day of July 2008, and shall remain in full force and effect through the thirtieth (30<sup>TH</sup>) day of June 2011.

This contract attested to this by and between the parties shall bind the Board and C.R.E.A. as agreed.

  
\_\_\_\_\_  
President  
Cory-Rawson Board of Education

  
\_\_\_\_\_  
Superintendent  
Cory-Rawson Local Schools

11-6-08  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
President  
Cory-Rawson Education Association

  
\_\_\_\_\_  
Vice President  
Cory-Rawson Education Association

11-6-08  
\_\_\_\_\_  
Date

**Appendix A-Salary Schedules**  
**Cory-Rawson Schools 08-09 Certified Salary Schedule**  
**Base \$27,787**

<u>Years</u>	<u>BA</u>	<u>Factor</u>	<u>BA+30</u> <u>or 150 hrs</u>	<u>Factor</u>	<u>MA</u>	<u>Factor</u>	<u>MA+15</u>	<u>Factor</u>
0	\$27,787	1.000	\$29,037	1.045	\$30,566	1.100	\$31,399	1.130
1	\$28,898	1.040	\$30,288	1.090	\$31,955	1.150	\$33,067	1.190
2	\$30,010	1.080	\$31,538	1.135	\$33,344	1.200	\$34,734	1.250
3	\$31,121	1.120	\$32,789	1.180	\$34,734	1.250	\$36,401	1.310
4	\$32,233	1.160	\$34,039	1.225	\$36,123	1.300	\$38,068	1.370
5	\$33,344	1.200	\$35,289	1.270	\$37,512	1.350	\$39,735	1.430
6	\$34,456	1.240	\$36,540	1.315	\$38,902	1.400	\$41,403	1.490
7	\$35,567	1.280	\$37,790	1.360	\$40,291	1.450	\$43,070	1.550
8	\$36,679	1.320	\$39,041	1.405	\$41,681	1.500	\$44,737	1.610
9	\$37,790	1.360	\$40,291	1.450	\$43,070	1.550	\$46,404	1.670
10	\$38,902	1.400	\$41,542	1.495	\$44,459	1.600	\$48,072	1.730
11	\$40,013	1.440	\$42,792	1.540	\$45,849	1.650	\$49,739	1.790
12	\$41,125	1.480	\$44,042	1.585	\$47,238	1.700	\$51,406	1.850
13	\$42,236	1.520	\$45,293	1.630	\$48,627	1.750	\$53,073	1.910
14	\$43,348	1.560	\$46,543	1.675	\$50,017	1.800	\$54,740	1.970
15	\$44,459	1.600	\$47,794	1.720	\$51,406	1.850	\$56,408	2.030
16	\$45,571	1.640	\$49,044	1.765	\$52,795	1.900	\$58,075	2.090
17	\$46,126	1.660	\$49,669	1.7875	\$53,490	1.925	\$58,908	2.120
20	\$46,682	1.680	\$50,294	1.8100	\$54,185	1.950	\$59,742	2.150
23	\$47,238	1.700	\$50,920	1.8325	\$54,879	1.975	\$60,576	2.180
26	\$47,794	1.720	\$51,545	1.8550	\$55,574	2.000	\$61,409	2.210

Special Education..... Additional 3% of base  
Library ..... Extended time - 5 days  
Guidance ..... Additional 25% of salary  
Home Economics ..... Additional 1/18  
Vocational Agriculture ..... Extended time granted on basis of one (1) day per  
student (unduplicated student count) up to a maximum  
of 45 days. Student count is the number of students  
enrolled in Vocational Agriculture classes as of  
September 12th each school year.  
Split Class ..... Additional 3% of base  
Transitional Class..... Additional 3% of base  
L.D. Tutors..... \$17.32  
Elementary Guidance..... Additional 13% of salary (includes 6 extended services  
days per year)  
Off-Year Proficiency Test Grading ... \$1.65 per test

**Appendix A-Salary Schedules**  
**Cory-Rawson Schools 09-10 Certified Salary Schedule**  
**Base \$28,621**

<u>Years</u>	<u>BA</u>	<u>Factor</u>	<u>BA+30</u> <u>or 150 hrs</u>	<u>Factor</u>	<u>MA</u>	<u>Factor</u>	<u>MA+15</u>	<u>Factor</u>
0	\$28,621	1.000	\$29,909	1.045	\$31,483	1.100	\$32,342	1.130
1	\$29,766	1.040	\$31,197	1.090	\$32,914	1.150	\$34,059	1.190
2	\$30,911	1.080	\$32,485	1.135	\$34,345	1.200	\$35,776	1.250
3	\$32,056	1.120	\$33,773	1.180	\$35,776	1.250	\$37,494	1.310
4	\$33,200	1.160	\$35,061	1.225	\$37,207	1.300	\$39,211	1.370
5	\$34,345	1.200	\$36,349	1.270	\$38,638	1.350	\$40,928	1.430
6	\$35,490	1.240	\$37,637	1.315	\$40,069	1.400	\$42,645	1.490
7	\$36,635	1.280	\$38,925	1.360	\$41,500	1.450	\$44,363	1.550
8	\$37,780	1.320	\$40,213	1.405	\$42,932	1.500	\$46,080	1.610
9	\$38,925	1.360	\$41,500	1.450	\$44,363	1.550	\$47,797	1.670
10	\$40,069	1.400	\$42,788	1.495	\$45,794	1.600	\$49,514	1.730
11	\$41,214	1.440	\$44,076	1.540	\$47,225	1.650	\$51,232	1.790
12	\$42,359	1.480	\$45,364	1.585	\$48,656	1.700	\$52,949	1.850
13	\$43,504	1.520	\$46,652	1.630	\$50,087	1.750	\$54,666	1.910
14	\$44,649	1.560	\$47,940	1.675	\$51,518	1.800	\$56,383	1.970
15	\$45,794	1.600	\$49,228	1.720	\$52,949	1.850	\$58,101	2.030
16	\$46,938	1.640	\$50,516	1.765	\$54,380	1.900	\$59,818	2.090
17	\$47,511	1.660	\$51,160	1.7875	\$55,095	1.925	\$60,677	2.120
20	\$48,083	1.680	\$51,804	1.8100	\$55,811	1.950	\$61,535	2.150
23	\$48,656	1.700	\$52,448	1.8325	\$56,526	1.975	\$62,394	2.180
26	\$49,228	1.720	\$53,092	1.8550	\$57,242	2.000	\$63,252	2.210

Special Education .....Additional 3% of base  
Library .....Extended time - 5 days  
Guidance .....Additional 25% of salary  
Home Economics .....Additional 1/18  
Vocational Agriculture .....Extended time granted on basis of one (1) day per student (unduplicated student count) up to a maximum of 45 days. Student count is the number of students enrolled in Vocational Agriculture classes as of September 12th each school year.  
Split Class .....Additional 3% of base  
Transitional Class.....Additional 3% of base  
L.D. Tutors .....\$17.84  
Elementary Guidance.....Additional 13% of salary (includes 6 extended services days per year)  
Off-Year Proficiency Test Grading ....\$1.65 per test

**Appendix A-Salary Schedules**  
**Cory-Rawson Schools 10-11 Certified Salary Schedule**  
**Base \$29,480**

<b><u>BA+30</u></b>								
<b><u>Years</u></b>	<b><u>BA</u></b>	<b><u>Factor</u></b>	<b><u>or 150 hrs</u></b>	<b><u>Factor</u></b>	<b><u>MA</u></b>	<b><u>Factor</u></b>	<b><u>MA+15</u></b>	<b><u>Factor</u></b>
0	\$29,480	1.000	\$30,807	1.045	\$32,428	1.100	\$33,312	1.130
1	\$30,659	1.040	\$32,133	1.090	\$33,902	1.150	\$35,081	1.190
2	\$31,838	1.080	\$33,460	1.135	\$35,376	1.200	\$36,850	1.250
3	\$33,018	1.120	\$34,786	1.180	\$36,850	1.250	\$38,619	1.310
4	\$34,197	1.160	\$36,113	1.225	\$38,324	1.300	\$40,388	1.370
5	\$35,376	1.200	\$37,440	1.270	\$39,798	1.350	\$42,156	1.430
6	\$36,555	1.240	\$38,766	1.315	\$41,272	1.400	\$43,925	1.490
7	\$37,734	1.280	\$40,093	1.360	\$42,746	1.450	\$45,694	1.550
8	\$38,914	1.320	\$41,419	1.405	\$44,220	1.500	\$47,463	1.610
9	\$40,093	1.360	\$42,746	1.450	\$45,694	1.550	\$49,232	1.670
10	\$41,272	1.400	\$44,073	1.495	\$47,168	1.600	\$51,000	1.730
11	\$42,451	1.440	\$45,399	1.540	\$48,642	1.650	\$52,769	1.790
12	\$43,630	1.480	\$46,726	1.585	\$50,116	1.700	\$54,538	1.850
13	\$44,810	1.520	\$48,052	1.630	\$51,590	1.750	\$56,307	1.910
14	\$45,989	1.560	\$49,379	1.675	\$53,064	1.800	\$58,076	1.970
15	\$47,168	1.600	\$50,706	1.720	\$54,538	1.850	\$59,844	2.030
16	\$48,347	1.640	\$52,032	1.765	\$56,012	1.900	\$61,613	2.090
17	\$48,937	1.660	\$52,696	1.7875	\$56,749	1.925	\$62,498	2.120
20	\$49,526	1.680	\$53,359	1.8100	\$57,486	1.950	\$63,382	2.150
23	\$50,116	1.700	\$54,022	1.8325	\$58,223	1.975	\$64,266	2.180
26	\$50,706	1.720	\$54,685	1.8550	\$58,960	2.000	\$65,151	2.210

Special Education ..... Additional 3% of base  
Library ..... Extended time - 5 days  
Guidance ..... Additional 25% of salary  
Home Economics ..... Additional 1/18  
Vocational Agriculture..... Extended time granted on basis of one (1) day per student  
(unduplicated student count) up to a maximum of 45 days.  
Student count is the number of students enrolled in  
Vocational Agriculture classes as of September 12th  
school year.  
Split Class..... Additional 3% of base  
Transitional Class ..... Additional 3% of base  
L.D. Tutors..... \$18.38  
Elementary Guidance ..... Additional 13% of salary (includes 6 extended services  
days per year)  
Off-Year Proficiency Test Grading.....\$1.65 per test

## Appendix B

### Extra-Curricular Salary Schedule

The percent shown below will be applied to the experience level of each individual for that activity on the B.A. column of the Certified Salary Schedule.

Athletic Director (1)	18%
Assistant Athletic Director (1)	10%
Head Football (1)	16%
1st Assistant - Football (1)	11%
Asst./Fr./Jr. Hi-Football (5)	8%
Head Volleyball (1)	11%
Assistant Volleyball (1)	6%
Freshman Volleyball (1)	4.5%
Jr. Hi Volleyball (2)	4%
Golf (1)	5%
Boys' Head Soccer (1)	9%
Boys' Asst. Soccer (1)	5%
Girls' Head Soccer (1)	9%
Boys' Head Basketball (1)	16%
Boys' Assistant Basketball (1)	10%
Boys' Freshman Basketball (1)	8%
Boys' Jr. Hi Basketball (2)	6%
Girls' Head Basketball (1)	16%
Girls' Assistant Basketball (1)	10%
Girls' J.V. Basketball (1)	8%
Girls' Jr. Hi Basketball (2)	6%
Jr. Hi B Volleyball (1)	3%
Girls' Jr Hi B Basketball (1)	3%
Boys' Jr Hi B Basketball (1)	3%
Head Wrestling (1)	12%
Assistant Wrestling (1)	8%
Jr. Hi Wrestling (1)	4%
Boys' Head Track (1)	10%
Boys' Assistant Track (1)	5%
Boys' Jr. Hi Track (1)	4%
Girls' Head Track (1)	10%
Girls' Assistant Track (1)	5%
Girls' Jr. Hi Track (1)	4%
Cross Country (1)	6%
Jr. Hi Cross Country (1)	3%
Art Club Advisor (1)	3%
Head Baseball (1)	10%
Assistant Baseball (1)	5%

Head Softball (1)	10%
Assistant Softball (1)	5%
Cheerleading (1)	9%
Assistant Cheerleading (1)	4%
Competition Cheerleading (1)	3%
Marching Band Assistant (1)	3%
Vocal Music Director (1)	3%
Show Choir (1)	5%
Asst. Vocal Music Dir.-Show Choir (1)	3%
Show Choir Choreographer (1)	4%
Instr. Music Dir. (incl. Summer) (1)	16%
High School Drama (1)	3%
Assistant High School Drama (1)	2%
District AV Director (1)	4%
High School Student Council (1)	4%
High School Honor Society (1)	2%
High School Musical (1)	4%
Assistant High School Musical (1)	3%
Orchestra Director for Musical (1)	2%
Elementary Musical Production (1)	2%
Middle School Drama Prod. - 8th Grade (1)	2%
Tech. Dir. for HS Musical/Drama (1)	2%
Yearbook (1)	9%
Senior Class (1)	1%
Junior Class (1) / Prom advisor	4%
Athletic Inventory (1)	\$10/Hr
Weight Training Supervisor (3)	2%
High School Quiz Bowl (1)	3%
Middle School Quiz Bowl (1)	2%
High School Newspaper (1)	3.5%
Middle School Student Council (1)	2%
Middle School Junior Honor Society (1)	2%
Project HAPPY (1)	1%
Flag Corps Advisor (1)	2%
Additional Individual M.S. Guidance (2) (Two periods per week or otherwise pro-rated)	4%

Procedures:

1. A Cory-Rawson Head Coach with prior Head Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of seven (7) years.
2. A Cory-Rawson Assistant Coach with prior Assistant Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of five (5) years.
3. A Cory-Rawson Head Coach with prior Assistant Coach experience in the same sport in another school district will receive credit for one-half (1/2) of such years of prior coaching experience up to a maximum of seven (7) years.
4. A Cory-Rawson Head Coach with prior Assistant Coach experience in the same sport in Cory-Rawson will receive credit for one-half (1/2) of such years of prior coaching experience.
5. A Cory-Rawson Assistant Coach with prior Head Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of five (5) years.
6. A Cory-Rawson Assistant Coach with prior Head Coach experience in the same sport in Cory-Rawson will receive credit for all such years of prior coaching experience.
7. The above provisions apply to any person with no Cory-Rawson coaching experience in the particular sport prior to the 2005-06 school year. A person with Cory-Rawson coaching experience in the sport prior to the 2005-06 school year will continue to receive experience credit in accordance with the procedures prevailing prior to the effective date of this Agreement.
8. In the event a person has prior coaching experience in a sport that is not precisely the same sport for which he/she is currently awarded a coaching position but is substantially similar (for example, softball and baseball), or if the person is employed in Cory-Rawson under a non-coaching supplemental contract and has prior experience in the same or substantially similar supplemental activity in another school district, the issue of what, if any, experience credit applies will be referred for resolution to the Labor Management Committee identified in Article V, Section I of this Agreement.
9. The high school teachers who are homeroom teachers (Jr. & Sr. level) will be paid equal percentage amounts for the work done on that supplemental.
10. Alternative for head boys' and girls' track: Head Track (1) –13%, 1<sup>st</sup> Asst. Track (1) –7%.
11. If an athletic supplemental contract has been awarded and student participation is too low to field a team, the contract may be rescinded (with the additional understanding that they employee will be paid under the contract proportionate to work, if any, already performed at the time of recession).
12. If there are no qualified applicants for the Prom Advisor supplemental position, it is understood that the Prom Advisor function will be fulfilled by the Junior Class Advisor(s) (with the 4% supplemental rate to be divided equally). In any case, all Senior Class Advisors are required to attend the Prom.



## ***Appendix C***

### Philosophy of Evaluation

The teacher is the key to a quality educational program. A sound teacher appraisal and development program is an important tool in improving instruction, and in making decisions that are in the best interest of his/her students.

Evaluation is a means of promoting professional growth, and a means by which a large and experienced organization holds out the hand of helpfulness to its members, recognizing deficiencies and achievements.

Evaluation should be on-going, foster personal and professional growth, help improve teaching skills, give objective feedback, and create an atmosphere of cooperation between the principal and teacher.

### Purpose of Evaluation

We, the staff and administration, believe that the aims of the evaluation program are varied and many. The most prominent among these are the following:

1. To maintain and improve the quality of education imparted to students.
2. To encourage teacher growth.
3. To promote self-evaluation.
4. To encourage and generate communication.
5. To aid in making sound administrative decisions concerning renewal or non-renewal of contracts and to aid in granting tenure.
6. To provide a record of professional quality.

## ***Appendix D***

### **Professional Improvement Goals**

The principal and the teacher understand that they will set goals mutually at the beginning of school year and will assess the success of achieving the goals at the end of the year. Failure to achieve the goals will not reflect in a poor evaluation. The evaluator will encourage the teacher to strive to achieve the goals in the future or will suggest that the teacher set a new goal. In this manner teachers will feel confident in attempting challenging goals and will not set easily attained goals simply to fulfill the requirements of this type of evaluation.

Teacher \_\_\_\_\_

Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Date \_\_\_\_\_

**Goal #1**

Reason for this goal

What will you accomplish?

Support or resources needed:

How will you know you have successfully achieved the goal?

**Goal #2**

Reason for this goal

What will you accomplish?

Support or resources needed:

How will you know you have successfully achieved the goal?

---

**Goal #3**

Reason for this goal

What will you accomplish?

Support or resources needed:

How will you know you have successfully achieved the goal?

*Appendix E*

**PRE-OBSERVATION DATA SHEET**

Class	<input type="text"/>	Mods	<input type="text"/>
Date	<input type="text"/>		
Grade Level	<input type="text"/>	Number of students	<input type="text"/>
date	<input type="text"/>		Pre-conference

Where are you in the course?

What are the goals/objectives for this lesson (please connect to standards if applicable)?

What lesson/activity/project will I be observing?

- Lecture/questioning
- Lab
- Group project
- Test
- Oral reports
- Demonstration
- Other (please explain)

How will you measure student learning from this lesson?

Are there any group or individual characteristics or circumstance of this class of which the evaluator should be aware?

**PRE-OBSERVATION:  
Planning and Preparation**

**Please explain how you go about acquiring, understanding, and utilizing students' background knowledge as it applies to your content area.**

**Please explain how you communicate learning goals to students.**

**Please explain how your lessons connect past, present, and future material throughout the year.**

**What teaching methods, learning activities, and resources do you employ in your classroom? Please explain why these methods are appropriate for your content and grade level and how they help improve student learning.**

*Please complete and return to the appraiser **ONE DAY** before the scheduled date of the observation*

# Appendix F

## Cory-Rawson Local Schools

### Classroom Teacher Evaluation Form

Teacher's Name

School

Observation date

#### Personnel Status

- ☐ 1<sup>st</sup> year teacher (Probationary/Non-tenured)  
☐ 2<sup>nd</sup> year teacher  
☐ Continuing Contract/Tenured  
☐ Other

#### Contract Status

- ☐ 1 year  
☐ 2 year  
☐ 4 year  
☐ Continuing

#### Pre-Conference Dates

1<sup>st</sup> 2<sup>nd</sup>

#### Post-Conference Dates

1<sup>st</sup> 2<sup>nd</sup>

☐ Individual Professional Development Plan (IPDP) on file with Local Professional Development Committee (LPDC)

Years experience at Cory-Rawson Local Schools

#### Subjects taught

#### Extra-curricular contracts

#### Recommendation

- ☐ Continued Employment ☐ Non-renewal of contract\* ☐ Improvement Assistance Plan\*

#### Signatures

Evaluator/Date

Teacher/Date

Employee signature acknowledges receipt of form, not necessarily concurrence

Written comments may be attached. If comments are attached, initial and date here

- Specific evidence/explanation should be attached if this option is denoted

# DOMAIN 1: PLANNING AND PREPARATION

## 1. Demonstrating knowledge of students (background, experiences, and special needs)

Teacher ignores student background information, experiences, and knowledge in planning and instructing lessons. Student learning is obviously hindered	<input type="checkbox"/>	Teacher does not demonstrate an understanding of why a knowledge of students' background is important; does not attempt to obtain information; and does not utilize the information to improve student learning	<input type="checkbox"/>	Teacher demonstrates some understanding of why a knowledge of students' background is important; utilizes various methods to obtain information; and attempts to the utilize the information to improve student learning	<input type="checkbox"/>	Teacher demonstrates a clear understanding of why a knowledge of students' background is important; utilizes various methods to successfully obtain information; and demonstrates the utilization of this information to improve student learning	<input type="checkbox"/>
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### Evidence:

## 2. Articulating clear learning goals that are appropriate to students/grade level

Teacher does not articulate learning goals	<input type="checkbox"/>	Teacher may articulate learning goals, but they are not aligned with the curriculum and are inappropriate for grade level	<input type="checkbox"/>	Teacher articulates clear and achievable learning goals that are aligned with the curriculum	<input type="checkbox"/>	Teacher articulates clear and achievable learning goals that are aligned with the curriculum and demonstrates differentiated goals for groups or individual students in the class	<input type="checkbox"/>
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### Evidence:

## 3. Demonstrating coherent planning of instruction which includes connections between past, present, and future content material

There is no evidence of daily, weekly, or unit planning. There is no evidence of continuity across plans or long-term planning	<input type="checkbox"/>	There is evidence of inconsistent or sporadic planning of daily goals. There are no clear instructional goals or strategies. Plans consist of little more than pages of texts or topics to be addressed. Unit planning is inadequate or weak	<input type="checkbox"/>	There is evidence of consistent planning of daily instructional goals, strategies and methods of assessment. The teacher can provide a clear rationale for the design and sequence of units	<input type="checkbox"/>	There is evidence of strong daily, weekly and unit planning with continuity across units focusing on key topics. The teacher provides a well-articulated rationale for sequencing with evidence of reflection on past plans and student performance in developing and modifying subsequent plans	<input type="checkbox"/>
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### Evidence:

4. Creating or selecting appropriate teaching methods, learning activities, and other resources to achieve learning goals				
Teacher does not vary planning, methodology, and/or does not employ outside resources	<input type="checkbox"/>	Teacher may employ only a few various teaching practices without thought to diverse learners. Use of resources is limited	<input type="checkbox"/>	Teacher demonstrates good content knowledge in planning and employs good resources
	<input type="checkbox"/>			Teacher employs best practices and varied, insightful, and relevant resources in planning the lesson. Teacher also collaborates with others to share resources and ideas
<b>Evidence:</b>				
<b>Summative Comments:</b>				



# DOMAIN 2: CLASSROOM ENVIRONMENT

## 1. Creating an environment of respect and rapport

The classroom has a general negative climate as evidenced by the lack of mutual respect in student/teacher interactions <input type="checkbox"/>	The classroom climate is not supportive of learning for all students. Attention is distributed inequitably. There is evidence of insensitivity to some student's needs <input type="checkbox"/>	The classroom environment is supportive of the learning of all students. The teacher demonstrates sensitivity to all students. Interactions between students and teacher demonstrate mutual respect <input type="checkbox"/>	Classroom has a consistently supportive and student-centered climate. Students are encouraged to openly share ideas. Students obviously respect each other's rights and opinions, as does the teacher. Interactions between students and teacher always demonstrate mutual respect <input type="checkbox"/>
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### Evidence:

## 2. Communicating challenging learning expectations to each student

The teacher has low expectations for student performance. Teacher does not vary or utilize motivational techniques as necessary to improve student learning. There are no efforts to recognize student success <input type="checkbox"/>	The teacher has moderate expectations for student achievement for some students and inconsistently uses motivational techniques or strategies for some students. Teacher does not always or often communicate expectations <input type="checkbox"/>	The teacher has high expectations for student achievement (though not always openly communicated to students and uses motivational techniques or strategies for all students. Teacher recognizes student success in the classroom <input type="checkbox"/>	The teacher exhibits high expectations for student achievement for all students and creates a learning environment that best facilitates the learning and development of students. The teacher consistently finds ways to motivate students to higher levels of learning <input type="checkbox"/>
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### Evidence:

## 3. Establishing and maintaining consistent standards of classroom behavior

Explicit expectations and procedures for classroom and school safety are non-existent or not enforced as evidenced by general lack of control of the classroom <input type="checkbox"/>	Explicit expectations and procedures for classroom and school safety are inconsistently enforced as evidenced by significant difficulties in managing student behavior in the classroom. Disruption of instructional time is frequent <input type="checkbox"/>	Explicit expectations and procedures for classroom and school safety are clearly communicated and understood. Teacher corrective actions demonstrate consistency and respect for all students <input type="checkbox"/>	Explicit expectations and procedures for classroom and school safety are clearly communicated and understood. Disruption of instruction by student behavior is generally prevented through prior intervention and knowledge of students. Teacher actions demonstrate consistency and respect for all students <input type="checkbox"/>
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### Evidence:

4. Making the physical environment as safe and conducive to learning as possible				
The teacher allows the physical environment to be unsafe or interfere with learning	<input type="checkbox"/>	Teacher makes little effort to create a classroom that is conducive to learning. There are few, if any, displays or resources for students to access	<input type="checkbox"/>	The teacher creates a learning environment that is safe and does not interfere with learning. The teacher has relevant displays of material or student work. Environment is conducive to learning.
	<input type="checkbox"/>			Teacher creates a classroom arrangement that is conducive to teaching and learning. Students have access to instruction and resources. The teacher has relevant displays of material or student work. The overall effect is an attractive classroom that facilitates learning
<b>Evidence:</b>				
<b>Summative Comments:</b>				

DOMAIN 3: INSTRUCTION				
1. Making content comprehensible to students				
There does not seem to be a plan for content organization or presentation. Teacher disregards students' lack of comprehension	<input type="checkbox"/>	Content is disorganized and is generally not clear and accurate. Students are generally not engaged and do not seem to comprehend content material or past connections	<input type="checkbox"/>	Content is comprehensible to students. Students are generally engaged in the lessons. Content is clear and well-organized
<div> <div>Content is clearly comprehensible to students, as evidenced by engagement. Teacher ensures student comprehension of material, as well as connections to past and future content through a variety of methods. Content is clear and well-organized</div> <div><input type="checkbox"/></div> </div>				
<b>Evidence:</b>				
2. Encouraging students to extend their thinking				
Lesson and methods focus on student recall or no student engagement at all. There is no opportunity to assess student understanding or encourage higher level thinking skills	<input type="checkbox"/>	Teaching methods/lessons provide inconsistent opportunities to assess student understanding or encourage higher level thinking skills. Most situations focus on low-level content with little or no follow-up	<input type="checkbox"/>	Teaching methods, questioning techniques, and lessons are structured to assess student understanding and encourage higher level thinking skills. Student discussion is encouraged. Teacher enables students to extend thinking beyond classroom
<div> <div>Teaching methods, questioning techniques, and lessons are structured to assess student understanding and encourage higher level thinking skills. Student discussion is encouraged. Teacher enables students to extend thinking beyond classroom</div> <div><input type="checkbox"/></div> </div>				
<b>Evidence:</b>				
3. Monitoring and assessing student understanding of instructional goals and content; adjusting as necessary to meet student needs				
Teacher does not monitor students' understanding of the content does not make instructional adjustments. Students do not receive feedback	<input type="checkbox"/>	Teacher rarely monitors students' understanding of the content does not always makes appropriate and timely instructional adjustments as necessary based on the information. Students rarely receive substantive and specific feedback	<input type="checkbox"/>	Teacher consistently monitors students' understanding of the content through a variety of means and makes appropriate and timely instructional adjustments as necessary based on the information. Students consistently receive substantive and specific feedback
<div> <div>Teacher consistently monitors students' understanding of the content through a variety of means and makes appropriate and timely instructional adjustments as necessary based on the information. Students consistently receive substantive and specific feedback</div> <div><input type="checkbox"/></div> </div>				
<b>Evidence:</b>				

4. Using instructional time effectively				
Most of the instructional time is spent on activities of little value. Students are generally off task. Pacing is inappropriate. Teacher ignores the value of instructional time	<input type="checkbox"/>	Substantial amounts of instructional time are spent on activities of little value. Students often off task. Pacing may be inappropriate. Teacher does not utilize the entire instructional time	<input type="checkbox"/>	Teacher consistently satisfies "time-on-task" and has students on task and engaged. Generally the entire time is utilized. Learning/teaching is consistently insightful and relevant. Non-instructional tasks are performed efficiently
<b>Evidence:</b>				
5. Using technology effectively				
Teacher does not utilize available technology and/or other resources	<input type="checkbox"/>	Teacher's use of technology and/or other resources is limited or inappropriate	<input type="checkbox"/>	Teacher consistently expands the use of available technology and other resources. The teacher creates tasks to further student expertise
<b>Evidence:</b>				
<b>Summative Comments:</b>				

# DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

## 1. Reflecting on teaching

Teacher cannot identify strengths and weaknesses of their teaching methods or chooses to ignore obvious deficiencies that hinder student learning

☐

Teacher rarely reviews strengths and weaknesses of their teaching in relation to learning goals and rarely alters methods to improve student learning

☐

Teacher reviews strengths and weaknesses of their teaching in relation to learning goals and demonstrates ability to use the experience to improve teaching/lesson

☐

Teacher consistently reviews strengths and weaknesses of teaching/methods in relation to objectives/learning goals and consistently improves or alters teaching to improve student learning

☐

## Evidence:

## 2. Maintaining accurate records

Teacher's records and reports (lesson plans, unit plans, curriculum aligned with standards, tests, grades, etc.) are in disorder resulting in frequent errors and delays

☐

Teacher's records and reports (lesson plans, unit plans, curriculum aligned with standards, tests, grades, etc.) are inconsistent in quality and timeliness

☐

Teacher's records and reports (lesson plans, unit plans, curriculum aligned with standards, tests, grades, etc.) are consistently accurate and timely

☐

Teacher's records and reports (lesson plans, unit plans, curriculum aligned with standards, tests, grades, etc.) are always of high quality with exemplary accuracy

☐

## Evidence:

## 3. Demonstrating professionalism and professional growth

Teacher does not exhibit professionalism in teaching, collegial relationships, coordination with administration and staff, and willingness to utilize professional resources to consistently improve their teaching

☐

Teacher inconsistently exhibits professionalism in one or more of these areas: teaching, collegial relationships, coordination with administration and staff, and willingness to utilize professional resources to consistently improve their teaching

☐

Teacher exhibits professionalism in teaching, collegial relationships, coordination with administration and staff, and willingness to utilize professional resources to consistently improve their teaching

☐

Teacher takes job very seriously as consistently exhibited in everyday teaching, collegial relationships, coordination with administration and staff, and willingness to utilize professional resources to consistently improve their teaching. Teacher seeks out opportunities for professional growth that are aligned with district goals

☐

## Evidence:

4. Contributing to the school and district			
There is a general lack of involvement in school activities	<input type="checkbox"/>	There is inconsistent involvement in school activities	<input type="checkbox"/>
		There is consistent involvement in school activities demonstrating a positive contribution to the overall school climate	<input type="checkbox"/>
<b>Evidence:</b>			
5. Communication with parents/guardians			
Teacher makes no effort to interact with parents. Communication, if present, is generic and non-specific to student	<input type="checkbox"/>	Interaction is inconsistent. There is often little or no follow up. Teacher rarely involves parents in support of student learning	<input type="checkbox"/>
		Interaction is consistent and professional. Teacher frequently involves parents in support of student learning. Areas of concern are addressed in a positive manner	<input type="checkbox"/>
<b>Evidence:</b>			
<b>Summative Comments:</b>			

**Appendix G**

**Cory-Rawson Local Schools  
Final Evaluation  
Summary**

Teacher's name  School   
Date   
Observation Dates

**SUMMARY COMMENTS, RECOMMENDATIONS, AND COMMENDATIONS**

Domain 1 Planning and Preparation

Domain 2 Classroom Environment

Domain 3 Instruction

Domain 4 Professional Responsibilities

**OPTIONAL: Teacher reflection on student surveys**

**Employee adheres to accepted policies and Procedures**

- |   |   |
|---|---|
| <input type="checkbox"/> Accepts responsibility for committee assignment  | <input type="checkbox"/> Field trips are timely and appropriate |
| <input type="checkbox"/> Follows attendance procedure (absent slips, tardy, skipping a class) drill procedures                    | <input type="checkbox"/> Knowledge of tornado, bomb, and fire   |
| <input type="checkbox"/> Follows teacher responsibilities and procedures in monitoring students                                   | <input type="checkbox"/> Proper maintenance request             |
| <input type="checkbox"/> Is punctual and regular in attendance (e.g. arrival and dismissal, staff meeting, and individual classes | <input type="checkbox"/> Security of cash and equipment         |

**Comments**

**Final Recommendations**

**Teacher goals**

**Teacher Comments**

**Signatures**

\_\_\_\_\_  
Teacher/Date

\_\_\_\_\_  
Evaluator/Date



## Appendix H

# Improvement Assistance Plan

<b>Teacher</b>		<b>School Year</b>	
<b>Evaluator</b>		<b>Date Initiated</b>	
<b>School</b>			

<i>Domain(s) and standards</i>	<i>Procedures/Resources for Improvement</i>	<i>Target Dates</i>

***Results of improvement plan:<sup>1</sup>***

<i>Domain(s) and standards</i>	<i>Evidence of Improvement</i>	<i>Review Dates<sup>2</sup></i>

***Recommendation based on outcome of improvement plan:***

- ☐ Sufficient improvement has been achieved: The teacher is no longer on an improvement plan
- ☐ Some improvement has been achieved, but more improvement is needed: The teacher remains on an improvement plan
- ☐ Little or no improvement has been achieved: The teacher is recommended for non-renewal or dismissal

Evaluator/Date Completed	Teacher/Date Completed
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<sup>1</sup> These sections should be completed collaboratively by the evaluator and teacher. Additional pages may be added if needed.

<sup>2</sup> Review dates should be prior to target dates for each improvement objective. Each review is intended to document support and assistance provided to the employee.