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NEGOTIATED AGREEMENT



BETWEEN THE

**CHARDON BOARD
OF EDUCATION**

AND THE

**CHARDON
EDUCATION ASSOCIATION**

**EFFECTIVE THE FIRST DAY OF THE 2009-10
SCHOOL YEAR THROUGH
AUGUST 31, 2011**

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CHARDON EDUCATION ASSOCIATION
2009-2011

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GLOSSARY OF TERMS

- Days - School days unless otherwise indicated.
- Teacher - Any bargaining unit member as defined in Article 1, Section 1.02.3.
- Assignment - A position as determined by the Superintendent.
- Transfer - Any reassignment.
- Vacancy - A position not assigned.
- Lot - A method used to break a tie.
- Reason - The empirical and objective evidence used by the Board, the administration, and the Association to reach a decision and/or conclusion.
- Formal Observation - A written record of an administrator's classroom visit of at least thirty (30) minutes.
- Evaluation - A written record of an administrator's assessment of a certified/licensed staff member's performance, based on formal and informal observations.
- Professional Conference - An informal conversation between a teacher and an administrator where that teacher's professional growth is discussed.
- IEP - Individualized Education Plan; written, legal document pursuant to state and federal laws and regulations.
- ODE - Ohio Department of Education
- BCII - Ohio Bureau of Criminal Identification and Investigation
- FBI - Federal Bureau of Investigation

ARTICLE 1 PREAMBLE

It is recognized that the best interest of public education will be served by establishing procedures to provide an orderly method for the representatives of the Chardon Board of Education and the Chardon Education Association to discuss matters of concern, and to reach satisfactory agreement on these matters.

1.01 ELECTION PROCEDURES

In the event a teachers' representative organization petitions the Board of Education for sole and exclusive bargaining rights, procedural requirements must be met as specified in Chapter 4117 of the Ohio Revised Code.

1.02 RECOGNITION

1.02.1 It is recognized that teaching is a profession requiring the possession of specialized educational qualifications.

1.02.2 The Chardon Board of Education recognizes the Chardon Education Association as the sole and exclusive negotiations representative of the teaching personnel of the Chardon Public Schools. Any change in recognition shall be in accordance with the provisions of Chapter 4117 of the Ohio Revised Code.

1.02.3 Recognition of the Chardon Education Association by the Chardon Board of Education shall be for the purpose of arriving at agreements concerning wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement. The Chardon Education Association shall bargain on behalf of all certificated/licensed employees in the district excluding administrative personnel, central office employees, substitute teachers, and the tutors that serve on an as needed basis.

1.03 PROCEDURES

1.03.1 Inaugurating Steps to Agreement

A written request for negotiations will be submitted by the Chardon Education Association to the Superintendent and the President of the Board of Education on or before March 1 of the year in which the contract is to expire.

1.03.2 Meetings

1.03.2.1 A meeting between the negotiation teams of the Chardon Education Association and the Board of Education will be scheduled for a mutually satisfactory time within ten (10) days after the March 1 deadline. A mutually satisfactory later day may be agreed upon.

1.03.2.2 At the initial meeting, both the Association and the Board's representative shall exchange a list of all the subject matter to be

considered during negotiations. This will serve as an agenda for all negotiations during the negotiations period, and no new items can be submitted by either side unless by mutual agreement. They shall also establish any other ground rules they deem necessary.

1.03.3 Miscellaneous

- 1.03.3.1 Relevant data, supporting information, proposals and counterproposals will be presented. Each shall bargain in good faith. The Board and the Association agree to provide the other party with relevant data and supporting information within a reasonable time.
- 1.03.3.2 Consultants may be used if deemed advisable by either party, at the requesting party's expense.
- 1.03.3.3 Interim reports of progress may be made to the CEA by its representative. Interim reports may be made to the Board of Education by its representatives.
- 1.03.3.4 Good faith means the obligation of a Board of Education, or its designated administrative representatives, and the representatives of a recognized teacher organization to meet at reasonable times and have a sincere desire to reach agreement for the ensuing year. The agreement of a Board or its representatives and the representative of a recognized teacher organization to meet for purposes of professional negotiations does not compel either party to agree to a proposal.

1.04 AGREEMENT

- 1.04.1 When tentative agreement on all items is reached between the two negotiation teams, the total agreement shall be reduced to writing and submitted to both the membership of the Association for ratification and the Board for approval.
- 1.04.2 When ratified by the Association and approved by the Board, the Agreement shall be signed by both the President of the Board and the President of the Association, and shall become binding on both parties and shall supersede any previous agreements. If there exists a conflict between a negotiated contract or provision thereof and previously existing Board policy, the express terms of the negotiated contract shall prevail.
- 1.04.3 Said Agreement shall not be altered in whole or in part unless by an instrument in writing, duly executed by both parties in accordance with this section.
- 1.04.4 Should any article, section, or clause of the Negotiated Agreement be declared illegal by a court of competent jurisdiction, said provision shall be deemed invalid except to the extent permitted by law, but all other provisions shall continue in full force and effect.

1.05 AIDES IN NEGOTIATION

1.05.1 Responsibility of the Bargaining Teams

The purpose of the bargaining procedure is to provide a means of obtaining agreement on issues submitted. In the event that agreement cannot be reached on all issues to the bargaining process, either bargaining team may request the aid of (1) fact finding and/or (2) mediation.

1.05.2 Fact-Finding

In the event there is a dispute over facts, a fact-finder shall be immediately selected by requesting a list of names from the American Arbitration Association in accordance with their voluntary rules and regulations. Once the fact-finder is selected and has an initial meeting with the parties, he shall have fifteen (15) days in which to report his findings of fact. He shall make no recommendations. If fact-finding is not occurring simultaneously with mediation, negotiations shall continue after the fact-finder report is issued. The fact-finder shall establish whatever ground rules he deems necessary to establish fact.

1.05.3 Mediation

When the bargaining teams are unable to come to voluntary agreement in the collective bargaining process, either party may call for the help of a mediator.

Said mediator shall be obtained as soon as possible through the Federal Mediation and Conciliation Service or the American Arbitration Association according to their voluntary rules and regulations.

The mediator shall be used as a means of bringing the two parties to agreement and shall have the following authority:

He shall call meetings; set a time, duration of said meetings; and set whatever ground rules he deems necessary. Location of the meetings shall be within a ten (10) mile radius of Chardon.

Fifteen (15) days after the start of mediation, either or both parties may call an end to mediation.

1.05.4 General Provision Concerning Aides to Negotiation

1.05.4.1 Either party may select one or both alternatives.

1.05.4.2 Fact-finding may occur prior to or simultaneously with mediation.

1.05.4.3 The cost of fact-finder and/or mediator shall be shared equally by both parties. Other costs shall be paid by the party that incurs them.

1.05.4.4 When agreement is reached through use of these impasse procedures, it shall be subject to the provisions of Article 1, Section 1.04, paragraphs 1.04.1 through 1.04.4.

ARTICLE 2
PROFESSIONAL GRIEVANCE PROCEDURE

2.01 PROFESSIONAL GRIEVANCE PROCEDURE

2.01.1 A claim by a teacher, teachers, or the Association (hereafter called the grievant) that there has been a violation, misinterpretation, or misapplication of this Agreement may be processed as a grievance.

The written Agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to, is subject to final and binding arbitration.

2.01.2 In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with the immediate administrator who has the authority to bring about a resolution of this alleged problem, either personally or accompanied by an Association representative.

2.01.3 If, as a result of the informal discussion with the administrative authority, a grievance still exists, he may invoke the following formal grievance steps.

2.01.3.1 Step I

The grievant may submit to the proper immediate administrative authority a completed "Grievance Report Form," (attached to this Agreement as Exhibit "A"), Step I, within fifteen (15) school days after the grievant becomes aware of the alleged grievance, in triplicate showing the date of the occurrence, a statement of the nature of the grievance and provisions of the contract allegedly violated when applicable, and the relief sought. A copy of the grievance shall be submitted by the grievant to the Association building representative and by the administrator to the Superintendent. Within five (5) school days of receipt of the Grievance Report Form, the administrator shall meet with the grievant and/or an Association representative in an effort to resolve the grievance.

The administrator shall indicate the disposition of the grievance within five (5) school days after such meeting by completing Step I of the Grievance Report Form and returning it to the grievant. The Association and the Superintendent shall both be notified in writing as to the disposition of the grievance.

2.01.3.2 Step II

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above stated time limits, the grievant and/or the Association shall complete Grievance Report Form, Step II, within ten (10) school days after notification of Step I disposition and submit the grievance to the Superintendent.

Within five (5) school days the Superintendent and/or designated representative shall meet with the grievant and/or his Association representative. Within three (3) school days of the meeting, the Superintendent shall indicate in writing the disposition by completing the appropriate portion of Step II and forwarding it to the grievant. The Association and the administrator shall be notified of said disposition.

2.01.3.3 Step III

If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III, within ten (10) school days after notification of Step II disposition, and submit the grievance to the Board by filing a copy with the Secretary of the Board. Notification of such an appeal shall be given to the Superintendent.

The Board, at its next regularly scheduled meeting or within two (2) weeks of the filing of the appeal, shall meet with the grievant and/or the Association representative, and the Superintendent or designee, to review such grievance in open or executive session at the grievant's option or give such other consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the Superintendent.

2.01.3.4 Step IV

If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the above stated time limits, the grievant and/or the Association shall complete Grievance Report Form, Step IV, within ten (10) school days after notification of Step III disposition and submit the grievance to final and binding arbitration according to the voluntary rules and regulations of the American Arbitration Association. The Arbitrator's decision will be final and binding on all parties. The cost of arbitration shall be the responsibility of the party losing arbitration.

2.02 GENERAL PROVISIONS

2.02.1 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

2.02.2 If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so, without recourse to the

grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the grievants shall be the sole responsibility of the Association.

- 2.02.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 2.02.4 A teacher engaged during the school day on behalf of the Association with any representative of the Board in any professional grievance, shall be released from regular duties without loss of salary, if necessary. However, normally all procedures and meetings pursuant to resolution of the grievance will be conducted outside the school day.
- 2.02.5 No grievance arbitration hearing shall be scheduled during school hours, unless mutually agreed upon.

ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 3.01** The Association shall be authorized to use the inter-school mail facilities and the teachers' mailboxes, provided that for any general membership distribution the principal of the building and appropriate central office personnel receive a copy of the material and the material contains the name of a representative of the CEA.
- 3.02** The Board shall designate reasonable space on a bulletin board in each building for general use of the Association. The bulletin board shall, when possible, be located in an area readily accessible to and normally frequented by teachers. Such space to be maintained in a responsible manner by the Association.
- 3.03** The Association shall be permitted to use school buildings for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings, and such use does not add any additional costs to the operation of such building. The Association shall be required to obtain a Building Use Permit when use of a facility involves other than a classroom, lounge, or professional library space, or when custodial staff needs notification.
- 3.04** The Board shall send via inter-school mail two (2) copies of the Board agenda on the Friday prior to the regular Board meeting and on the day of special meetings, and two (2) copies of the minutes of said meetings to the CEA President. Should material not be sent because of an oversight, the Association may secure copies of the same from the Board office.
- 3.05** A directory of all personnel will be provided to the Association. Notification of any changes will be provided to the Association President on a timely basis.
- 3.06** In the event of the formation of a lay financial advisory committee, teacher representation, to a maximum of two (2) members, shall be provided.
- 3.07** The Association has the right to use office equipment when it is not in use for other purposes. Supplies necessary for equipment use shall be provided by or paid for by the Association.
- 3.08** Every reasonable effort will be made by the building principal and the Superintendent to adjust the Association President's work day schedule to meet the needs of the school district and the Association.

ARTICLE 4
ABSENCES AND LEAVES

4.01 SICK LEAVE

- 4.01.1 Each person who is employed by any Board of Education in this state shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Teachers may use sick leave for absences due to personal illness, disability or illness due to pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, pregnancy, injury, or death in the employee's immediate family. Accumulated sick leave shall be unlimited. The previously accumulated sick leave of a person who has been separated from public service shall be credited upon employment in this school district provided that such employment takes place within ten (10) years of the date of the last termination from public service. A teacher who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave. In the absence of medical complications, the maximum amount of sick leave that may be used for post delivery purposes is sixty (60) workdays. Days used subsequent to delivery shall count toward the annual FMLA allowance.
- 4.01.2 Teachers who render part-time, seasonal, intermittent, per diem, or hourly service shall be entitled to sick leave for the time actually worked at the same hourly rate as that granted full-time employees. When a part-time teacher is assigned a full-time position, sick leave days accumulated on a part-time basis shall be converted into full-time sick leave days by dividing the total hours accumulated for the part-time days by the number of hours to be worked daily in the full-time position.
- 4.01.3 A teacher using sick leave shall furnish the Board a signed statement on the form prescribed by the Treasurer's Office (Exhibit "B"). If medical attention is required, the employee may be required to furnish the name and address of the attending physician and the date when he/she was consulted. Nothing in this section shall be construed to waive the physician-patient privilege provided by Section 2317.02 of the Ohio Revised Code.
- 4.01.4 Falsification of a statement for either sick leave or personal leave is grounds for suspension or termination. The Superintendent shall determine the severity of the length of the suspension without pay; or the Superintendent may recommend termination of contract. The teacher may request a just cause hearing pursuant to the grievance procedure contained in the negotiated agreement between the parties. If the grievance procedure is utilized, it will begin at the Board level.
- 4.01.5 The term, employee's immediate family, is defined as the employee's spouse, significant other living in the same household or a fiancé/fiancée, parents, parents-in-law, grandparents, siblings, children, daughter/son-in-law, and grandchildren. The term also includes other relatives domiciled in the employee's household.

4.01.6 A teacher shall be granted an advancement of up to fifteen (15) days sick leave, if needed, provided that at the time of such advancement there are at least two (2) remaining pay periods for such teacher in the school year in which such advancement is applied for. If the teacher leaves the Chardon School system before the advanced days are accumulated, the Board shall deduct the appropriate amount from the teacher's last check or last two checks as required.

4.01.7 Unused accumulated sick leave days shall be reported to each teacher by the Treasurer of the Board at the beginning of each semester.

4.01.8 Sick Leave Incentive

At the end of each school year, each teacher will receive sick leave incentive based upon the following number of maximum days absent:

0 days of absence per year	-	\$500.00
1 day of absence per year	-	400.00
2 days of absence per year	-	300.00
3 days of absence per year	-	200.00

4.01.8.1 The maximum cost to the Board shall be no more than \$36,000 per school year.

4.01.8.2 If the total amount due goes above the \$36,000 cap, the incentive increments shall be prorated.

4.01.8.3 For purposes of this incentive, increments of less than one (1) sick day will be counted as a whole day (i.e., 1-3/4 days = 2 days).

4.01.8.4 Part-time employees will receive an incentive payment in proportion to their full time equivalent (FTE).

4.01.9 SICK LEAVE BANK (SLB)

The purpose of a sick leave bank is for participating bargaining unit members to access sick leave days beyond their own accumulated balance anytime throughout this negotiated agreement. The SLB is limited to catastrophic illness or injury to the member, the member's spouse or member's children living at home.

1. Any bargaining unit member who wants to participate in the sick leave bank program must initially contribute two (2) days of his/her accumulated sick leave days into the sick leave bank. To either establish or end participation, each contributing member must provide written notification to the Treasurer's Office during the open enrollment period, which is any work day in September of the ensuing contract year. Otherwise, enrollment in the sick leave bank shall be continuous from contract year to contract year until this Agreement expires; previously donated days are non-refundable.

2. Additional sick leave days can be added whenever the sick leave bank drops below sixty (60) days. Upon each such occurrence, participating members will be notified and required to add one (1) sick day to the bank. They will be given thirty (30) days to comply or be removed from the sick leave bank program with no previously donated days refunded.
3. The SLB Committee reviews participants' requests to use sick leave days from the bank.
 - A. The SLB Committee is comprised of two (2) Association representatives appointed by the CEA President, and the district Treasurer or his/her designee. One of the Association appointees shall serve as the Committee Chairperson. Committee members shall not be compensated or granted leave time for their duties.
 - B. When a SLB participant wishes to use days from the bank, he/she must notify the district Treasurer using the SLB Application Form. Committee members will meet to recommend the use of the banked days. A physician's recommendation may be required by the committee.
 - C. The Committee Chairperson's signature grants final approval of the use of the banked days and notifies the applicant of the committee's decision.
 - D. The total amount of banked sick leave that may be used by the Association's members for a contract year shall not exceed a total of forty (40) days in the aggregate. For example, if one member is awarded 25 days for a contract year, only 15 days remain to be used by remaining members for that contract year.
 - E. The SLB Committee's decision is final and binding.
4. The most up-to-date tally of the remaining banked sick leave days will be kept at the Treasurer's Office. Updates will be provided to the CEA President by October 15 and by January 15.
5. Once the member becomes eligible for STRS disability, the member is no longer eligible to apply for SLB days.
6. No decisions made under this section shall be subject to the grievance procedure for any reason.

4.02 PROFESSIONAL LEAVE

- 4.02.1 Certificated/licensed employees may be granted professional leave to attend educational conferences, meetings, workshops, committee hearings, and assemblage meetings of community groups wherein attendance is beneficial to the employee and the Chardon Local Schools. Permission to attend these meetings must be secured from the Superintendent of schools in advance of the meeting. When a request is denied, the reason(s), if requested, for the

denial will be given to the applicant in writing by the Superintendent, and such reasons shall be applied in a fair and equitable manner.

- 4.02.2 Upon request, certificated/licensed employees shall be granted up to one (1) day of professional leave annually to be taken prior to May 1 through use of individual professional development funds, pursuant to Article 5, Section 5.12. The use of this day shall not limit additional professional leave days when permission is granted by the Superintendent.
- 4.02.3 A total of ten (10) days shall be granted annually to elected CEA officers and delegates for attendance at Association governance meetings and up to three (3) days of these ten (10) days may be used by the President or designee to conduct Association business, as needed. Additional days may be granted with the approval of the Superintendent. Use of the foregoing days shall require three (3) days prior notice to the building principal except in case of emergency. In case of an emergency, the Association Representative shall notify the principal of the need to leave the building.
- 4.02.4 In order to regulate attendance at these meetings, the following procedures will be implemented:
 - 4.02.4.1 Written request shall be submitted to the building principal for approval and forwarded to the Superintendent for approval by the Superintendent or designee. Such request, when granted, will be without loss of pay.
 - 4.02.4.2 Persons attending such professional meetings may be compensated for necessary expenditures as deemed reasonable by the Superintendent and the Board of Education.
- 4.02.5 Professional leave will be given to no more than ten (10) individuals on a given day, unless approved by the Superintendent due to extraordinary circumstances.

4.03 PERSONAL LEAVE

- 4.03.1 All personnel shall be granted up to three (3) days of non-cumulative leave each year without loss of salary, to attend to affairs which cannot be conducted outside the regular school day. One (1) of the three (3) days will be unrestricted. Restricted personal leave shall not be used to extend holidays or recesses; to provide for a vacation, recreation, social, or fraternal function; to engage in or seek other employment; or attend business trips with a spouse (may be requested/approved without pay). When sick leave is applicable to a specific situation, the maximum sick leave permitted must be taken before personal leave is used.
- 4.03.2 Request for personal leave must state that the personal leave is to conduct necessary and urgent personal business which cannot be scheduled outside the school day and is for one of the following purposes:
 - 4.03.2.1 Religious

4.03.2.2 Emergency

4.03.2.3 Scheduling of an event over which the teacher has no control, such as, but not limited to, the employee's wedding; wedding of the employee's parent, child, or sibling; the employee's graduation or graduation of the employee's parent, child, sibling, or spouse; legal transactions; and court appearances in response to a subpoena or as a party.

4.03.3 Requests for personal leave shall be made on a form designated as "Request for Personal Leave" which shall conform to the above policy, which is attached hereto as Exhibit "I". The completed form shall be submitted to the building principal not less than seventy-two (72) hours in advance of the requested leave, except in the case of an emergency.

4.03.4 Accrued but unused personal leave days will be converted and added to the employees' accumulated sick leave.

4.03.5 Application for unrestricted personal leave may be denied on the basis of operational hardship.

4.04 SABBATICAL LEAVE

4.04.1 A teacher who has completed five (5) years of service, shall, upon written request at least sixty (60) days prior to the leave initiation date, be entitled to take a leave of absence with part pay, for one or two semesters subject to the following restrictions: the teacher shall present to the Superintendent for approval, a plan for professional growth which calls for full-time study related to public education and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one year, unless the teacher has completed twenty-five (25) years of teaching in this state. The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the professional staff at any one time nor allow a part salary in excess of the difference between the replacement's cost and the teacher's cost, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave. A year of sabbatical leave shall count as a year of credit for placement on the salary schedule.

4.04.2 Reinstatement from sabbatical leave shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the stated date in the application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted, the teacher shall be assigned to the assignment held prior to such leave, or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he/she returned from leave at the time set forth in the application.

- 4.04.3 An employee on sabbatical leave shall receive compensation that is the difference between the substitute's salary and the employee's compensation who is on the sabbatical leave. If the cost of the substitute's benefits are less than the cost of the employee's benefits, then the employee shall receive the difference in pay or an amount to be provided to his/her insurance benefits.

4.05 MATERNITY/PATERNITY/ADOPTION LEAVE

- 4.05.1 Leave without pay for a period not to extend beyond two (2) complete school years may be granted teachers requesting maternity, paternity, or adoption leave, hereinafter referred to as parental leave. The two (2) school year limitation of said leave, both paid and unpaid, shall commence with the delivery of a baby or adoption of a child eighteen (18) years of age or younger.
- 4.05.2 Application for parental leave should be made at least forty-five (45) days prior to the beginning of such leave. The employee's failure to make timely application may be grounds for denying/delaying approval of parental leave, depending on the operational needs of the district. If, due to unforeseen circumstances, it is not possible to comply with the foregoing notice provision, the teacher shall give the maximum notice possible under the circumstances.
- 4.05.3 Teachers on these leaves may continue their hospitalization and other benefits for the duration of said leave providing they reimburse the Board the premium cost. These teachers shall notify the Treasurer's office in writing of their decision to continue these benefits and shall forward to the Treasurer, monthly or bi-monthly as required, advance payment for those fringe benefits they elect to continue.
- 4.05.4 Upon return from approved leave at the time set forth in the application, the teacher shall be entitled to reinstatement to the same position which he/she held prior to the leave or the substantial equivalent, provided the teacher has been evaluated and on the basis of the evaluation would be recommended for reemployment. If the teacher's former position is no longer in existence, the teacher will be assigned to a substantially equivalent position for which the teacher is certified/licensed. This teacher may also select the option of applying for any available position for which he/she is certified/licensed.
- 4.05.5 Reinstatement from maternity/paternity/adoption leaves shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the stated date in the application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted the teacher shall be assigned to the same assignment held prior to such leave or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he/she returned from leave at the time set forth in the application.
- 4.05.6 The Board recognizes that although pregnancy is not in itself a disability, it can contribute to a disability. Disability due to pregnancy or childbirth shall be

considered on the same terms and conditions as applied to other temporary disabilities and shall require a physician's verification.

4.06 JURY DUTY

In case of jury duty, no deductions shall be made from accumulated sick leave or personal leave. The teacher shall be released with no loss of benefits for such duty. A professional staff member may keep his/her regular compensation and the remuneration received by him/her for service as a juror.

4.07 MEDICAL LEAVE

4.07.1 Medical leave of absence shall be granted in accordance with 3319.13 O.R.C. upon proper application of a teacher who has exhausted his/her accumulated sick leave and is still unable to return to work. Such application shall include a doctor's certificate indicating both the necessity for such leave and the anticipated date of return and shall be made no less than ten (10) days prior to the exhaustion of sick leave.

4.07.2 Such leave shall commence on the day the accumulated sick leave is exhausted and the employee has no earnings due.

4.07.3 Such leave shall be for not less than the balance of the current school year or current school semester, whichever is shorter, and will not exceed a maximum period of two (2) consecutive school years.

4.07.4 Teachers on medical leave may continue any and all fringe benefits by forwarding to the Treasurer, monthly or bimonthly, as required, advance payment for those fringe benefits they elect to continue. Such election shall be made in writing, in accordance with federal law.

4.07.5 A teacher on medical leave who intends to return to work shall notify the Superintendent in writing of such intention and of the intended date of return and shall file an application for reinstatement by April 1 if the intended date of return is the beginning of the next school year or by November 15 if the intended date of return is the first school day of the second school semester. Such application shall be accompanied by a doctor's statement indicating the employee is reasonably anticipated to return to work on the intended date. On the date of the employee's return, if the application for reinstatement is granted, the employee shall submit a doctor's statement certifying the employee's medical fitness to carry out assigned duties and responsibilities.

4.07.6 A teacher returning from medical leave will assume his/her previous contract status.

4.08 INJURY-ASSAULT LEAVE

4.08.1 "Assault" means the causing of or attempt to cause physical harm or causing mental harm to an employee by any person when such employee charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code. Pursuant to and in accordance with Section 3319.143 of the

Ohio Revised Code, assault leave shall be granted to an employee who is unable to work and who, therefore, is absent from his/her assigned duties because of physical injury and/or emotional trauma resulting from an assault. Said leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. Said employee shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence up to a maximum of sixty (60) work/school days.

An employee shall be granted assault leave according to the following rules:

- 4.08.1.1 The incident resulting in the absence of the employee must have occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity, or event.
 - 4.08.1.2 Upon notice to the principal or immediate supervisor that an assault upon an employee has been committed, an employee having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor.
 - 4.08.1.3 To qualify for assault leave, the employee or designee shall, within ten (10) days of the underlying incident, furnish a certificate from a licensed physician, stating the nature of the disability and its likely duration. The Superintendent may require a licensed physician's statement justifying the continuation of the leave at any time during the leave. In addition, to qualify for assault leave for emotional trauma, the Superintendent may require a second opinion from a licensed physician selected by the Superintendent.
 - 4.08.1.4 An employee shall not qualify for assault leave until the Assault Leave Form (Exhibit "G") and any requested physician's statement have been submitted to the Superintendent.
 - 4.08.1.5 Employees shall not be permitted to accrue assault leave.
 - 4.08.1.6 Assault leave shall be at the assaulted employee's rate of pay in effect at the time of the assault. Any salary remuneration paid by Worker's Compensation during the term of the disability shall be deducted from the employee's regular salary. All fringe benefits of this contract shall be continued for the employee on such leave.
- 4.08.2 In all cases of assault upon a teacher, the teacher, administration, and the Board will cooperate fully in the investigation of the assault and the prosecution of persons involved.

4.09 GENERAL LEAVE OF ABSENCE

After five (5) years of service to the Chardon Schools, a full-time employee shall be entitled to one general unpaid leave of absence of up to two (2) consecutive semesters in length. Such leave shall be contingent upon the teacher giving written notice of a request for same to the Superintendent at least sixty (60) calendar days in advance of the initiation date for said leave. Said leave shall be taken in increments of semesters. During said leave, an employee shall not accrue any of the following: advancement on an incremental step on the salary schedule, advancement of calculated experience toward longevity and/or severance, nor advancement toward any seniority including (but not limited to) reduction in force provisions. Request for general leave may only be made by full-time employees who are currently in active service.

Reinstatement from general leave shall be at the beginning of each school semester. If a teacher desires to return to active service prior to the date stated in his or her application for leave, the teacher may do so with the approval of the Superintendent. If early return is granted, the teacher shall be assigned to the assignment held prior to such leave, or to a substantially equivalent position. At the expiration of the leave period as originally granted, the teacher shall be reinstated on the same terms and conditions as though he or she returned from leave at the time set forth in the application.

4.10 COURT LEAVE

4.10.1 If a teacher is subpoenaed by or on behalf of the Board of Education to testify in the legal proceeding wherein the Board is a party, the teacher will be given leave at his or her regular rate of compensation and benefits for each day responding to the subpoena which is also a regularly scheduled workday. Any witness fees received by the teacher in such an instance will be turned over to the Board of Education.

4.10.2 When an employee is required to be absent from his or her regular daily work schedule due to an appearance in court on behalf of the Board of Education or arising out of his/her job-related responsibilities he or she will be paid his or her regular compensation and benefits and will not be considered absent.

Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and special leave provisions of this agreement.

Once a teacher has utilized all available personal leave days, the teacher will have the option to utilize up to three (3) accumulated sick leave days per contract year to cover such leave.

4.11 FAMILY MEDICAL LEAVE ACT

4.11.1 A bargaining unit member is entitled to twelve (12) work weeks of Family Leave during any twelve (12) month period for purposes described in the "Family and Medical Leave Act of 1993" or subsequent amendments. Such leave may be used for:

- 4.11.1.1 the birth of a son or daughter in order to care for the son or daughter;
 - 4.11.1.2 the placement of a son or daughter with the employee for adoption or foster care;
 - 4.11.1.3 to care for the employee's spouse, son, daughter, or parent who has a serious health condition; or,
 - 4.11.1.4 to care for the employee's own serious health condition that renders the employee unable to perform the functions of the job.
- 4.11.2 This leave shall be paid to the extent the employee has accumulated sick leave (in accordance with sick leave regulations as in Article 4, 4.01.1, Sick Leave) or personal leave available.
- The twelve (12) work weeks include the time on sick leave as provided above, unpaid maternity/paternity/adoption leave, or unpaid medical leave.
- 4.11.3 Such leave may not be taken intermittently unless a serious health condition is the reason for the leave.
- 4.11.4 All group health insurance benefits shall be maintained and paid for by the Board during the Family Leave as if the employee was not on leave.
- 4.11.5 On return from Family Leave, the employee will be assigned to the same or substantially equivalent position.
- 4.11.6 When the FMLA leave is foreseeable, the employee must notify the Superintendent of his/her request for leave at least 30 days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as early as is practical. When the employee requests medical leave, the employee must make reasonable attempts to schedule treatment so as not to disrupt the District's operations.
- 4.11.7 This section is not intended to deprive an employee of any greater right contained in any other section of the contract or of State or Federal law.
- 4.11.8 Because the sections 4.11.1 to 4.11.8 are provisions of Federal law and have been included in this contract for clarification, these sections are not subject to grievance pursuant to Article 2.

**ARTICLE V
TEACHER EMPLOYMENT**

5.01 LENGTH OF SCHOOL YEAR

5.01.1 Length of the school year shall be one hundred eighty-one (181) pupil days and one hundred eighty-five (185) teacher days. Teachers shall be employed as follows: 181 days of classroom instruction, one day of orientation prior to the start of the students' school year, one unrestricted professional development day (NEOEA Day), one records/staff development day, and one day at the end of the school year to complete all records as requested by the respective principal, in the building, to which the teacher is assigned. On orientation day, three and one-half (3-1/2) hours of time shall be allotted to the administration between 8:00 a.m. and 12:00 noon to conduct meetings at the building level with certificated/licensed personnel.

5.01.2 Teachers New to Chardon

Any teacher new to the Chardon Schools may be required to attend a maximum of two (2) additional days of orientation prior to the opening of the school year. Any deviation from this assignment must have the approval of the Superintendent. Such days are not to be counted as part of the days due for payroll purposes.

5.01.3 On days when school is closed as a result of inclement weather, lack of energy, or any other public calamity, teachers shall not be required to report for work, and furthermore will not be docked pay, nor lose sick or other paid leave credit.

5.01.3.1 Make-up days shall be scheduled only if the number of closed days exceeds the number of permitted calamity days set forth by law.

5.01.3.2 Make-up days, if any, shall be scheduled by the Superintendent in consultation with the CEA President, and it is understood that the teachers shall report on make-up days with no further compensation for those days.

5.01.4 Conferences

Parent/teacher conference days shall be as follows:

5.01.4.1 High School Conferences

A. High School teachers shall have four (4) scheduled evening conference sessions (two (2) in the fall beginning at 4:30 P.M. and ending at 8:30 P.M. and two (2) in the spring beginning at 4:30 P.M. and ending at 8:00 P.M.).

B. Within the conference period, each teacher, with scheduling approved by the administrator, shall take a one-half (1/2) hour duty free period (dinner).

- C. High School teachers fulfilling the above article requirements shall receive two (2) compensatory days. Those days shall be the Wednesday before Thanksgiving and the Thursday before Good Friday.

5.01.4.2 **Middle School Conferences**

- A. During fall conferences, Middle School teachers shall have an evening conference from 4:30 P.M. to 8:30 P.M. In addition, they shall have one (1) conference day from 1:00 P.M. to 8:30 P.M. During spring conferences, Middle School teachers shall have two evening conferences from 4:30 P.M. to 8:00 P.M.
- B. During the evening conferences, with the scheduling approved by the administrator, each teacher, shall take a one half (1/2) hour duty free period (dinner). During the 7.5 hour conference day, with scheduling approved by the administrator, each teacher shall take a one (1) hour duty free period (lunch and dinner).
- C. Middle School teachers fulfilling the above article requirements shall receive one and one-half (1-1/2) compensatory days for conferences, and; 1/2 day for open house. Those days shall be the Wednesday before Thanksgiving and the Thursday before Good Friday.

5.01.4.3 **Elementary School Conferences**

- A. During fall conferences, Elementary School teachers shall have one (1) evening conference from 4:30 P.M. until 8:15 P.M. In addition, in the fall Elementary School teachers shall have one conference day from 1:00 P.M. until 8:15 P.M. During spring conferences, Elementary School teachers shall have two evening conferences from 4:30 P.M. until 8:00 P.M.
- B. During the evening conferences, with the scheduling approved by the administrator, each teacher shall take a one-half (1/2) hour duty free period (dinner). During the 7.25 hour conference day, with scheduling approved by the administrator, each teacher shall take a one (1) hour duty free period (lunch and dinner).
- C. Elementary School teachers fulfilling the above article requirements shall receive one and one-half (1-1/2) compensatory days for conferences and one half (1/2) compensatory day for open house. Those days shall be the Wednesday before Thanksgiving and the Thursday before Good Friday.

- D. Kindergarten teachers with a pupil teacher ratio in excess of 20 to 1 per class may request and shall be granted an additional full and/or portion of an additional conference day.

5.01.5 Open House

The administration shall schedule, within each school year, an evening open house not to exceed three (3) hours. Each teacher shall attend this evening open house session. Fulfillment of this provision shall provide each teacher with a half day of compensatory time pursuant to this article.

5.01.6 Records Day

The administration, with input from the Association, shall schedule a semester records day each school year.

High School

Teacher Records – AM (not to exceed 3.5 continuous hours)
Compensatory Time (for Open House) – PM

Middle and Elementary School

Teacher Records – AM (not to exceed 3.5 continuous hours)
Staff Development – PM (not to exceed 3 continuous hours)

5.01.7 Staff Development Day

The Board and Association agree that staff development shall be mutually agreed upon by the building administrator and the certificated/licensed staff in each building. No staff development session shall exceed three (3) hours. Topics for staff development shall be reasonably developed and identified by the building administrator and the building certificated/licensed staff.

5.02 SCHOOL CALENDAR

In developing a school calendar for recommendation to the Board of Education, the Superintendent shall seek input from teachers, administrators, and other employees. This input shall be fairly considered in the Superintendent's recommendation to the Board.

5.03 LENGTH OF SCHOOL DAY

5.03.1 No teacher in the high school or middle school shall have more than five (5) hours classroom contact per day with students. This provision shall not limit individual initiative and agreement between given teacher and administrator.

5.03.2 Each teacher in the high school or middle school shall have planning time of at least one period per day in addition to a thirty (30) minute duty free lunch period. This planning period and thirty minute duty free lunch period shall be

incorporated within the existing school day and shall not be cause for extending the existing school day.

5.03.3 Each elementary teacher shall have a structured planning period of thirty (30) minutes in addition to a thirty (30) minute duty free lunch period each day. This planning time will be within the school day and may be implemented differently in different buildings under the administrative limitations of the various school units.

5.03.4 The elementary student day will not exceed six and one-half (6-1/2) hours. If due to transportation constraints the buses arrive late, the majority of building staff/administration will determine how to supervise the students beyond the student day. This plan will be reviewed on a yearly basis.

During assemblies or special events, the teacher assigned to the students shall be responsible for those students.

5.03.5 The Chardon Local School District is committed to the development and maintenance of curricular offerings that enhance the opportunities for the academic and personal success of each student. It is expected that an individual teacher's professional judgment will result in participation in curriculum development and review.

5.03.6 **Staff Meetings**

Staff will be expected to attend staff meetings once a month during the school year as scheduled by the principal. Additional staff meetings may be called, but attendance is not required outside of the teacher day. Building staff meetings shall not extend beyond one (1) hour. Except in emergencies, twenty-four (24) hours notice of the time and place of such meetings will be provided along with an agenda.

If a staff member is unable to attend a required monthly staff meeting, that staff member will notify the building principal in advance of the reason for absence, and make arrangements with the building principal to get the information.

5.03.7 While attendance at after school, evening, or weekend activities is not mandatory, it is expected individual teacher's professional judgment will result in attendance at selected events.

5.03.8 While this agreement between the parties constitutes the entire agreement, it is not meant to limit mutually beneficial initiatives in the event a bargaining unit member and representative of the Board mutually agree to pursue curriculum activities utilizing terms which may be at variance with some provision of the negotiated agreement.

5.03.9 The teacher work day is defined as the following:

- Elementary - Seven and one-quarter hours (7-1/4)
- Middle School - Seven and one-half hours (7-1/2)
- High School - Seven and one-half hours (7-1/2)

5.04 TEACHER CONTRACTS

5.04.1 Teachers who possess a limited or provisional teaching certificate/license and are employed under a limited contract of one year duration for five (5) consecutive years in the Chardon Local School District, if approved for further contract, will be recommended for a two (2) or three (3) year limited contract upon the recommendation of the building principal and the approval of the Superintendent and the Board of Education.

5.04.2 In order to be eligible for recommendation for a continuing contract, a teacher must utilize the following process:

- A. Provide written notification to the Superintendent of intent to obtain continuing contract status. The notification must be received by September 15 of the year the teacher wishes to be evaluated for continuing contract consideration;
- B. Provide a copy of the teacher's professional educator license or eight-year professional certificate by September 1 of the school year immediately subsequent to Board action on the continuing contract;
- C. Show evidence, by September 1 of the year immediately subsequent to the Board action on the continuing contract, of thirty (30) semester hours or forty-five (45) quarter hours in the field of licensure or an area related to the teaching field in third or fourth year undergraduate or graduate course work since the issuance of the initial Ohio professional license or provisional certificate or if the teacher held a master's degree at issuance of the initial certificate/license, evidence of six (6) additional semester hours of graduate course work in the field of licensure or an area related to the teaching field.
- D. Satisfactorily complete a three year probationary period (one year if continuing contract status has already been obtained in another Ohio public school district) as a teacher in the Chardon Local School District.

5.04.3 The Board may extend the probationary period of a teacher eligible for continuing contract for one or two years upon notification to the teacher that one more limited contract of one or two year duration will be issued. Such notification shall specify the areas of improvement expected of such teacher.

5.04.4 Teachers' contracts and salary notifications will be based on the school calendar adopted by the Board of Education annually for a period of one hundred eighty-five (185) days.

- 5.04.5 All teachers employed by the Board shall be issued written individual contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:
- A. Name of teacher.
 - B. Name of the school district and Board of Education employing teacher.
 - C. Type of contract, limited or continuing. If limited, the number of years contract is to be in effect.
 - D. Annual compensation to be paid for the year of the contract.
 - E. The individual contract shall include the basis of determining compensation (i.e., classroom teacher, B.A. degree plus five years experience).
 - F. Number of pay days.
 - G. Number of contractual days (i.e., 185 days).
 - H. Teacher agreement to abide by Board adopted policies.
 - I. Provision for signature and date of signature of the teacher being contracted.
- 5.04.6 Each building shall be provided with copies of current Board adopted policies.

5.05 TERMINATION OR NONRENEWAL OF A TEACHER CONTRACT

- 5.05.1 Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

For purposes of notification associated with termination, a teacher shall be deemed notified once the Board of Education or its representative has posted the written notification in the U.S. Mail, by registered or certified mail.

- 5.05.2 A teacher with less than four (4) years of service with the school district may apply all the procedural rights contained in the agreement between the Board and the Association when informed by the Superintendent that his/her limited contract for the next school year may not be renewed by the Board of Education. However, a teacher with less than four (4) years of service with the school district shall not have the right to initiate a substantive arbitration action pursuant to the agreement except for procedural violations as noted above, nor a legal action for his/her non-renewed limited contract under ORC 3319.11 and/or 3319.111. Pursuant to ORC 4117.10, the provisions of this section shall take precedence over and supersede ORC 3319.11 and 3319.111.
- 5.05.3 A teacher, with less than four (4) years of service with the school district who is informed by the Superintendent in writing on or before April 30 of the

current school year that his/her limited contract for the next school year is not to be renewed by the Board shall have his/her non-renewed limited contract Board action/motion taken at the regular or special June Board of Education meeting unless procedural violations are disputed and proven by the teacher pursuant to the agreement or because of a mutually agreed upon resolution between the teacher, Board, Administration and Association.

5.05.3.1 For purposes of notification associated with nonrenewal, a teacher shall be deemed notified once the Board of Education or its representative has posted the written notification in the U.S. Mail, by registered or certified mail, and the envelope has been postmarked April 30 or before.

5.05.3.2 The Board and the Association further state that they intend the above delineated Sections of the collective bargaining agreement to take precedence over and supersede Ohio Revised Code Sections 3319.11 and 3319.111. Consequently, a teacher with less than four (4) years of service in the District who is notified by the Superintendent and the Board of Education that he/she is being non-renewed may not initiate a grievance/arbitration action (on substantive grounds) or any legal action under ORC 3319.11 and/or 3319.111 challenging the non-renewal action. Nothing herein, however, affects the rights of a non-renewed teacher to challenge through the agreement's grievance procedure any alleged procedural violation related to the evaluation process.

5.05.4 Any teacher whose contract may be suspended and terminated by the Board of Education shall have the right to select one of the following procedures to resolve his/her dispute (s) with the Board of Education:

5.05.4.1 An ORC 3319.16 and 3319.161 Hearing Procedure or,

5.05.4.2 A just cause substantive and procedural due process final and binding arbitration hearing before a neutral arbitrator pursuant to the terms and conditions of the agreement between the Board and Association.

5.05.5 Except for egregious acts and/or behavior, the Board shall not abrogate a teacher's contractual rights provided by the agreement between the Board and Association; nor shall a teacher be summarily suspended and terminated by the Board of Education without reason and a just cause substantive and procedural due process hearing.

If the Board of Education deems it necessary to suspend and terminate a teacher during the current school year or the following school year, the Superintendent shall provide timely written notice to the teacher. The Superintendent's written notice shall patently and plainly describe the circumstance (s) and reason (s) for the Board's decision(s) to take said action(s).

5.06 REDUCTION IN FORCE

5.06.1. **Definition**

A reduction in force (RIF) is defined as the elimination or reduction of a bargaining unit position.

5.06.2. **Reasons**

- A. Reductions shall be made by suspending teacher contracts based on the Superintendent's recommendation based upon reasons identified in the Ohio Revised Code and for financial reasons. Additionally, any substantial reduction in federal or state grant or program dollars may result in a RIF of position(s) funded by those lost dollars.
- B. A limited contract teacher who is subject to RIF shall not have his/her contract non-renewed instead of suspended.

5.06.3. **Notification**

If it is determined necessary, as defined above, to reduce the number of bargaining unit positions, the following procedures shall apply:

- A. When the Board is contemplating the suspension of any bargaining unit member's primary contract, it will notify the Association President at least thirty (30) calendar days prior to Board action implementing a RIF. Such notice will be in writing and will include the specific positions(s) to be affected, the proposed time schedule, and the reason(s) for the proposed action. Within ten (10) days of the notice being delivered, a meeting shall be held between representatives of the CEA and the Superintendent to review appropriate data and the need for a RIF.
- B. Any bargaining unit member whose contract will be suspended will be notified in writing by certified mail or hand delivery at least fifteen (15) calendar days prior to Board action implementing a RIF. Such notice will include the proposed time schedule and the reason for the proposed action. A copy of such notice will be forwarded to the Association President and the OEA Labor Relations Consultant.
- C. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform. Within twenty (20) calendar days of the Board's action to implement a RIF, a meeting shall be held for all affected employees.

5.06.4 **Recall**

- A. Teachers on the recall list will be recalled in reverse order of suspension for vacancies in areas for which they are certificated/licensed, as the grid below will indicate:

<u>Contract</u>	<u>Experience Years</u>	<u>Right of Recall</u>
Limited	1 to 2	2 years
Limited	3 to 5	3 years
Limited	6 or more	5 years
Continuing	N/A	Unlimited

- B. If a vacancy occurs, the Board will send a certified letter announcing the vacancy to the last known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in writing to the district office within seven (7) calendar days of receipt of the letter. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven (7) calendar days shall forfeit all recall rights, unless reason can be shown why the teacher was unable to respond within the time limits. Such reasons must be presented within thirty (30) days of the above stated deadline or the teacher will forfeit all recall rights.
- C. Rights of Refusal: Refusal on first recall from RIF results in the teacher remaining on the RIF list. Second right of refusal is by mutual agreement of the parties, specifically, the Superintendent, the teacher, the Association, and the Board. Third refusal of recall will result in the teacher being removed from the RIF list.
- D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with all benefits to which the member was entitled to at the time of contract suspension including seniority, accumulation of sick leave, and salary schedule placement in accordance with the provisions of the negotiated agreement relating to salary schedule and benefits.
- E. A bargaining unit member on the RIF list will be given priority consideration as a substitute teacher in the district.

5.06.5 Seniority

Seniority will be defined as the length of continuous service as a certificated/licensed employee under regular contract in this district. All members of the bargaining unit will be placed on a seniority list. Current bargaining unit members shall have greater seniority than any merged or consolidated teacher. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Teachers serving under limited contracts will be placed on the list after continuing contract teachers, also in descending order of seniority.

- A. The seniority list shall be given to the Association President by October 1 of each work year. The list will indicate area of certification/licensure, the date of the Board resolution to hire, and the contract status (limited or continuing) of each employee. The names of employees on the seniority list shall appear in seniority rank order within areas of certification/licensure. The name of the most senior employee will appear

at the top of the listing and the name of the least senior employee will appear at the bottom of the listing. This list will reflect and be organized by the employee's years of seniority as of the beginning of the work year. One hundred twenty (120) days or more in any school year shall give a teacher the equivalent of one full year of service for the purposes of this section.

B. If, after applying the seniority calculations set forth in 5.06.5, two or more teachers have the same length of continuous service, seniority will be determined by:

1. The date of the Board meeting at which the teacher was hired, and then by:
2. The date the teacher signed his/her initial employment contract in the district, and then by:
3. The length of additional service, if any, in the profession as a public or private school teacher, and then by:
4. Any remaining ties will be broken by lot with the Association President or his/her designee present.

C. By October 15, the Association President will provide the Superintendent with any proposed corrections to the seniority list. If there are any discrepancies, the parties will meet to resolve those issues. Following that discussion, if any, the parties will develop a mutually-agreed upon seniority list by October 31 of each school year.

D. For the purposes of this section, the parties acknowledge that employees will continue to accrue seniority on a daily basis throughout the work year. Thus, for the purposes of this section, an employee's position upon the seniority list may be affected by his/her service during the relevant work year. If a reduction in force occurs at some point during the work year, an updated seniority list shall be compiled by and between the parties to reflect the accrual of an employee's seniority during the applicable work year. For example, an employee may begin a work year with 15 years of seniority. If that employee has worked 55 work days as of the date a reduction in force is announced (not implemented) by the Board, then the employee will have 15 years and 55 days of seniority accrued. This combined figure will be used to determine the employee's placement upon the final seniority list to establish the employee(s) to be affected by the reduction in force.

5.06.6 Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification/licensure.

5.06.7 The parties agree that these procedures apply only to the suspension of contracts which reduce the size of the bargaining unit. This article shall not require the Board of Education to fill any vacancy caused by resignation, retirement, termination of contract, or other nonrenewal, nor shall it interfere

with any other lawful personnel procedures in the district.

5.07 TEACHER ASSIGNMENT/TRANSFER

5.07.1 Teacher Assignment

Teachers under contract during a school year will be notified in writing of their teaching assignment for the following school year not later than the close of the current school year. Such notification shall include the teacher's proposed salary, school assignment, and subject(s) or grade level assignment.

5.07.2 Involuntary Transfer Procedure

The decision to transfer shall be made in accordance with the needs of the school district. The needs of the district, as determined by the Superintendent, shall be the most substantial determiner of the transfer; however, the employees' credentials shall also be considered in the transfer decision. This change shall be made known to the teacher, in writing, as soon as possible and at least fourteen (14) days prior to the opening of school for the next school year unless mutually agreed by the teacher and administration. However, for increased enrollment situations, the fourteen (14) day notice shall be waived.

5.07.3 Teachers shall not be involuntarily assigned outside the scope of their teaching certificates/licenses, their Highly Qualified (HQ) subject area(s)/teaching field(s), or their major or minor field of certification/licensure, except in an emergency situation. Such emergency assignment shall not continue beyond the remainder of the current school year.

5.07.4 Any teacher who elects to resign as a result of a teaching assignment change occurring after July 10 shall be permitted to do so without Board sanction.

5.07.5 Teacher Transfer

Teachers desirous of transfer may inform the Superintendent by completing the "Teacher Intent Form" (Exhibit "C"). The intent form will be kept on file for the school year indicated on the form.

5.07.5.1 When a teacher is interested in a posted vacancy the teacher shall apply, in writing, by the given deadline to the administrator indicated in the posting.

5.07.5.2 All current teacher applicants for the posted vacancies shall be offered an interview.

5.07.6 Vacancy Posting

The Superintendent or his/her designee will notify the Association President of vacancies as they occur. In addition, vacancies shall be posted at the Board of Education Office and in a designated area (s) of each school building.

Vacancies will be e-mailed to certificated/licensed teachers at their Chardon-issued e-mail address.

5.08 DUTIES/MEDICAL PROCEDURES

No teacher shall be assigned recess duty, nursing duties, nor be directed to perform medical procedures. However, coaches/co-curricular advisors, and teachers on field trips shall continue to perform selected/limited "medical procedure" as deemed necessary for the health and safety of the students. Clerical/Secretarial duties shall not be assigned on a continuous basis.

5.09 CLASS SIZE

5.09 CLASS SIZE

5.09.1 The Board and CEA recognize that student teacher ratio is an important aspect of an educational program. Class size shall be in accordance with the requirements with the Ohio Revised Code, state minimum standards, and this agreement.

5.09.2 Suggested pupil/teacher ratio, excluding high school/middle school music (but not high school "Music Theory," when offered) and physical education, shall be no higher than:

K-3	1:25
4-5	1:28
6-12	1:30

5.09.2.1 High School teachers with five (5) classes shall not exceed a total ratio of 1:150 students; High School teachers who teach a sixth class shall not exceed a total ratio of 1:170.

5.09.2.2 Middle School teachers with six (6) classes shall not exceed a total ratio of 1:175. Middle School teachers who teach a seventh class shall not exceed a total ratio of 1:190 students. Middle School teachers (excluding music and physical education) with a ratio in excess of 1:175 students will not be assigned cafeteria or study hall duty, except by mutual agreement.

5.09.3 While the intent of the Board of Education is to maintain class sizes at or below the suggested pupil/teacher ratios, the Board and the Association recognize that because of increasing student enrollment and facility restrictions this may not always be possible. Therefore, when class size and teaching load increase, per 5.09.2, the following will be provided to affected teachers:

5.09.3.1 At elementary, when academic class size exceeds the suggested ratio up to thirty (30) students for five (5) school days, an additional ten (10) hours of support services shall be provided to the academic classroom teacher per week. When academic class size exceeds thirty (30) students for five (5) school days, an additional five (5)

hours will be added for a total of fifteen (15) hours of support services per week. The affected teacher and building administrator will determine the kind of support services, based on student need. Support services may be provided by certified/licensed staff, tutors, and/or educational assistants.

5.09.3.2 Teachers who teach a seventh class at the middle school will be paid a stipend of seven hundred fifty dollars (\$750.00) per quarter.

5.09.3.3 Teachers who teach a sixth class at the high school will be paid a stipend of one thousand five hundred dollars (\$1,500.00) per semester.

5.09.3.4 Special education teachers will not exceed the "Rules for Handicapped Children" for maximum class size, unless a waiver is essential. When a waiver is foreseen, the teacher involved will be consulted in advance and alternatives to a waiver request will be explored and implemented to the extent feasible. If a waiver is obtained, the affected special education teacher will be paid a stipend of two hundred fifty dollars (\$250.00) per quarter for each student enrolled over the maximum class size.

5.09.4 When an additional sixth/seventh class needs to be added to a high school or middle school teacher's schedule, the building principal will seek a volunteer to take the additional class. If no qualified teacher volunteers, the building principal may assign the additional class. The Board shall not assign a sixth class to more than four (4) properly certified/licensed high school teachers within a department (excluding foreign language) within any high school building.

5.10 SPECIAL EDUCATION

5.10.1 Meeting of IEP Team

5.10.1.1 All IEP meetings shall include the following:

- A. One special education certified/licensed employee
- B. One regular education teacher
- C. One administrator
- D. Parent
- E. Student when appropriate
- F. Volunteers when appropriate

5.10.2 With respect to IEP development, the following procedures will be followed:

5.10.2.1 Regular education teachers other than special education teachers responsible for the implementation of goals and objectives on an IEP will be notified of the IEP meeting in time to provide input on goal and objective completion for that year and goal and objective development for the following year.

- 5.10.2.2 A designated member of the IEP team will be in contact with the responsible regular education teachers, including specialists, in advance of the meeting to secure their input as noted above.
 - 5.10.2.3 Reasonable efforts shall be made to schedule IEP meetings during the school day. If the meeting lasts more than an hour and one-half after the student day ends, each bargaining unit member involved shall be paid for any additional time at the rate of twenty dollars (\$20.00) per hour in quarter hour increments.
 - 5.10.2.4 Compliance with reauthorized IDEA is satisfied by attendance at the IEP meeting of a regular education teacher. For a mainstreamed or inclusion program student, a designated member of the IEP team will attempt to schedule attendance by the regular education teacher with the most significant contact with the student. Where uncertainty exists as to that person, the designated member of the IEP team will make the determination.
 - 5.10.2.5 Substitute coverage for IEP meetings will be provided as necessary. As appropriate, conferences may be scheduled outside the student day, for example, where more than one regular education teacher believes she/he should be in attendance at the IEP meeting.
 - 5.10.2.6 After the IEP is completed, a designated member of the IEP team will insure that regular education teachers for the following school year receive access to a copy of the IEP and are aware of the location of other relevant materials, for example, multifactor evaluation, for each student for whom the regular education teacher will have program responsibility.
 - 5.10.2.7 In the spring, preliminary modification sheets for special needs students will be provided to all potential regular education teachers. Updated information will be provided the first teacher work day of the school year.
 - 5.10.2.8 Special education teachers shall have access to software either on a laptop or on the home computer as well as in the classroom to be able to complete IEPs.
- 5.10.3 After the teacher has consulted with colleagues and other support personnel, if assistance is still needed for a student on an IEP, the following procedures may be followed depending on the student's school placement:
- A. The building principal will be consulted regarding suggestions or reconvening the IAT team,
 - B. The IAT team will develop solutions, or
 - C. The IEP team may be reconvened for determination of possible continuation, modification, or change in placement.

- 5.10.4 The teacher shall have the right to recommend and may receive the necessary assistance, including training, to deal with and serve the mainstreamed student assigned to his/her class as specified in the IEP of each special education student.
- 5.10.5 Every effort shall be brought about and enacted by the administration and teachers to provide a successful learning experience for the mainstreamed student(s) assigned to a teacher's classroom.
- 5.10.6 In grades K-5, each special education student assigned to the regular education program any part of the school day shall be counted as one (1) student in the above pupil-teacher ratio for regular classroom placement.

In grades 6-12, special education students will be counted in the above pupil/teacher ratio for regular classroom placement.

5.11 JOB SHARING

5.11.1 Criteria

Two (2) teachers shall both be qualified and certified/licensed for the same position and have satisfactory evaluations.

Full-time teachers shall not be permitted to accept additional classes, duties, responsibilities to create a job share.

Job sharing shall be an equal division of duties and responsibilities as determined by the job share teachers and building administrator(s).

5.11.2 Benefits

Teachers involved in job sharing shall split medical benefits and life insurance benefits. In the event one of the two teachers involved in job sharing declines any or all of the above named benefits, the other teacher shall receive one (1) package of that benefit. Job sharing of one position shall result in no more than one full-time benefit package in medical, dental and life insurances.

5.11.3 Limitations

There will be no more than one (1) job share position at each elementary building; no more than two (2) job share positions at the middle school; no more than three (3) job share positions at the high school. The number of job share positions in any elementary building may exceed the cap of one (1) with the approval of the building principal and the Superintendent.

5.11.4 Termination of the Program

At the conclusion of each academic year, each job sharing teacher may apply for any available full-time position. If the remaining teacher wishes to continue

the job share, the position shall be posted, pursuant to Article 5, Section 5.07.5, in an attempt to find a job sharing teacher acceptable to the administration. If no applicant is found, or if the teacher wishes to discontinue the job share, the teacher may accept the open full-time position or have the option to resign from the system.

The job sharing situation may be terminated at the sole discretion of the Board of Education, if so recommended by the Superintendent, so long as each participant in the job sharing program is offered a full-time position in the next school year, contingent upon a satisfactory evaluation.

5.12 INDIVIDUAL PROFESSIONAL DEVELOPMENT FUND

- 5.12.1 Each certificated/licensed staff member will be allotted one hundred dollars (\$100.00) annually for the purpose of professional development, if the certified/licensed staff member uses the IPDF during the school year and needs a substitute. If the teacher uses the funds outside the school day and does not need a substitute, the certified/licensed staff member will be allotted two hundred dollars (\$200.00) annually. The allotment may be used at the discretion of the individual for the following purposes: professional leave (refer to Article 4, Section 4.02.2), workshop fees, conference fees, college tuition, professional books and journals, and membership fees to non-union professional organizations.
- 5.12.2 The building professional development committee will maintain records and disperse individual professional development funds.
- 5.12.3 Funds shall be requested through the use of the Individual Professional Development Fund form, Exhibit "F".
- 5.12.4 Individuals may choose to pool their allotted funds for building level small group professional development.
- 5.12.5 Allotted funds will be encumbered by June 30 each year. Encumbering shall be defined as any purchase order submitted and approved. Individuals may choose to:
 - A. bank unused funds in order to combine their allotment for use in a subsequent year allowable by the terms of this contract. At the end of the contract, accumulated funds will be automatically returned to the Board of Education,
 - B. or contribute their unused funds to the building professional development committee for disbursement pursuant to 5.12.4, above. Otherwise, these funds are not transferable.

5.13 MERGER/CONSOLIDATION

Current bargaining unit members shall have superseniority over any personnel becoming employees of Chardon Board of Education as a result of any mergers or consolidations with another District.

ARTICLE 6
SALARY PAYMENTS AND DEDUCTIONS

6.01 BASE SALARY

6.01.1 B.A. Minimum

6.01.1.1 The B.A. minimum on the current index shall be \$35,549 effective the first workday of the 2009-2010 work year. This reflects a zero percent (0%) increase over the previous year. Each employee will receive a cost-of-living adjustment equal to 1% of his/her current teaching salary (excluding supplemental contracts) for the 2009-10 school year. This cost-of-living adjustment will be in the form of a one-time, lump-sum payment to the employee and will not be placed upon the base teaching salary. Payment will be made no later than December 18, 2009.

6.01.1.2 The B.A. minimum on the current index shall be \$35,549 effective the first work day of the 2010-11 work year. This reflects a zero percent (0%) increase over the previous year.

(Note: During both contract years, step increases & column movements will still be honored for those who are affected.)

6.01.2 Longevity Step

6.01.2.1 The Chardon Board of Education shall, when each teacher commences their twentieth (20th) year of service, add seven hundred dollars (\$700.00) to the salary of that teacher. Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty (20) or more years of service.

6.01.2.2 The Chardon Board of Education shall, when each teacher commences their twenty-fifth (25th) year of service, add an additional three hundred dollars (\$300.00) to the longevity for a total of one thousand dollars (\$1,000.00). Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty-five (25) or more years of service.

6.01.2.3 The Chardon Board of Education shall, when each teacher commences their 27th year of service, add an additional five hundred dollars (\$500.00) to the longevity for a total of one thousand five hundred dollars (\$1,500.00). Further, this provision shall cover all teachers currently employed by the Chardon Board of Education with twenty-seven (27) or more years of service.

6.01.3 STRS Pickup

On behalf of each teacher who is a member of the State Teachers Retirement System, the Board shall pick up the contributions required to be made to STRS by each teacher pursuant to 0.R.C. 3307.51 but subject to the following terms and conditions:

- 6.01.3.1 For each teacher, the amount to be picked up by the Board shall be equal to but shall not exceed the amount such teacher would otherwise have been required to contribute pursuant to 0.R.C. 3307.51.
- 6.01.3.2 The amount each teacher would otherwise have been required to contribute shall be computed utilizing, for each teacher, the salary index and, where applicable, the supplemental salary schedule.
- 6.01.3.3 The amount of salary due each teacher pursuant to the salary index and/or supplemental salary schedule shall be reduced in an amount equal to the STRS contribution pick-up made by the Board on behalf of such teacher.
- 6.01.3.4 No teacher covered by this provision shall be permitted to waive STRS pickup by the Board.

6.02 METHOD OF SALARY PAYMENT

- 6.02.1 Payment of regular salary shall be made in twenty-six (26) installments.
- 6.02.2 Payment for supplemental duties will be paid by separate check according to a schedule maintained by the Treasurer's office. Any changes in the current schedule will be made only upon mutual agreement of the Treasurer, the Superintendent, and the Association President.
- 6.02.3 Teachers whose resignations are effective at the conclusion of the last school day, and notify the payroll specialist by June 1, may receive the remaining of their earned pay in a lump sum at the next regular payday, and may prepay fringe benefits if they desire to maintain those benefits through July and August.

6.03 SALARY SCHEDULE APPLICATION

- 6.03.1 The schedule provides that the basic salary classifications of the teacher shall be determined by professional qualifications--training and experience. Placement on the salary schedule shall provide for:
 - 6.03.1.1 All years of teaching service in another public, private, or parochial school unless the entry step and subsequent salary schedule advancement are determined otherwise through mutual written agreement between the Chardon Board of Education and the applicant. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated

salary schedule for that year, and be placed on the appropriate degree level column for that year.

6.03.1.2 All years of active military service to a maximum of five (5) years.

6.03.1.3 All years of teaching service in the school district.

6.03.1.4 All years of substitute experience to a maximum of two (2) years unless the entry step and subsequent salary schedule advancement are determined otherwise through mutual written agreement between the Chardon Board of Education and the applicant. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated salary schedule for that year, and be placed on the appropriate degree level column for that year.

6.03.1.5 For the purpose of 6.03.1.1, 6.03.1.2, and 6.03.1.4, one hundred twenty (120) days shall constitute a year's service.

6.03.2 With respect to advancement on the salary schedule, and subject to the written approval of the Superintendent, credit hours after the B.A. and M.A. degrees are awarded may be either graduate or undergraduate credit hours. Such credit shall be applied to the salary schedule twice per year on a prorated basis starting with either the first pay of the first semester or the fourteenth (14th) pay for the second semester. Official transcripts indicating an increase in hours for advancement on the salary schedule must be received by the Superintendent no later than September 30th for advancement effective first semester and no later than January 30th for advancement effective second semester.

6.04 PAYROLL DEDUCTIONS

Withholding from pay of professional dues, insurance premiums, credit union obligations, annuity contributions, STRS contributions to purchase service credit, and income tax deductions or withholdings may be commenced any time during the year and can be terminated or canceled, unless prohibited by law, by an individual teacher at any time during the year upon said teacher providing the Treasurer of the Board of Education with a written request to this effect at least fourteen (14) working days prior to the payday upon which said cancellation, termination, alteration, or start up of a deduction is to become effective. If a cancellation occurs, the teacher should contact the Treasurer to work toward an agreement to alleviate the loss of personal funds in a voluntary deduction situation.

6.05 TRAVELING TEACHERS

Teachers who travel on school business shall be compensated for the use of their personal vehicle on a mileage basis at the then-prevailing IRS rate.

6.06 EXTENDED SERVICE

- 6.06.1 Extended service will be reimbursed at the rate of 1/185th of the individual's teaching contract salary, prorated on the basis of a seven and one-half (7-1/2) hour day for each day of extended service.
- 6.06.2 Teachers who cover classes of absent teachers shall be reimbursed at a rate of twenty dollars (\$20.00) per hour at the elementary level and twenty dollars (\$20.00) per class at the middle and secondary levels. Assignments must be made by or approved by building administrators.
- 6.06.3 Teachers who attend district curriculum committee meetings beyond the school year will be paid a daily rate equivalent to eighty-five dollars (\$85.00), or the substitute daily rate of pay, whichever is higher.

6.07 TENURE AND PROFESSIONAL OR PERMANENT CERTIFICATION/OR PROFESSIONAL EDUCATOR LICENSURE

Teachers on tenure in the Chardon School System, who hold professional or permanent certificate/or a professional educator license, are qualified for the next higher step on the salary schedule than that to which they are entitled by their Board accredited years of experience based on the negotiated salary schedule application criteria (Article 6, paragraphs 6.03.1 and 6.03.2), including any mutual, written agreement between the Chardon Board of Education and the employee at the time of initial employment. This agreement may only be made at the time of initial employment, at a salary level no lower than step 0 of the negotiated salary schedule for that year, and be placed on the appropriate degree level column for that year.

6.08 FAIR SHARE FEE

- 6.08.1 The Board shall commence deducting from the pay of members of the bargaining unit who elect not to become or to remain members of the Chardon Education Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- 6.08.2 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- 6.08.3 **Schedule of Fair Share Fee Deductions**
 - 6.08.3.1 Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the second paycheck, which period shall be the required

probationary period of the newly-employed bargaining unit members.

- 6.08.3.2 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
- 6.08.4 The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- 6.08.5 The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- 6.08.6 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- 6.08.7 The Association on behalf of itself and the OEA and NEA agree to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - 6.08.7.1 The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - 6.08.7.2 The Board agrees to:
 - 6.08.7.2.1 give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - 6.08.7.2.2 permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - 6.08.7.2.3 not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.
- 6.08.8 The Board acted in good faith compliance with the fair share fee provision of this Negotiated Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

6.09 NURSES

The Superintendent will hire registered nurses with Ohio Department of Education certification/licensure to work as school nurses in the district.

6.10 LONG-TERM SUBSTITUTES

6.10.1 When a long-term substitute is employed under Ohio Revised Code Section 3319.10 for sixty (60) consecutive school days in one specific teaching assignment he/she shall receive all of the privileges for that position, except that personal leave shall be accrued at the rate of one (1) day for every sixty (60) days worked after reaching the BA, Step 0, level.

6.10.2 Long-term substitutes will not be entitled to provisions under ORC 3319.11 and 3319.111.

6.11 TUTORS

6.11.1 Tutors shall be paid at the rate of twenty-five dollars (\$25.00) per hour without a provision for benefits.

6.11.2 Tutors shall be re-employable on an annual basis on limited contracts.

**ARTICLE 7
FRINGE BENEFITS**

7.01 HOSPITALIZATION – MAJOR MEDICAL

7.01.1 For all employees hired prior to August 1, 2007, the Board shall provide single and family coverage for all certificated/licensed employees of hospitalization insurance and major medical that provides no less benefits than Aetna's POS II Plan. Employees hired prior to August 1, 2007, shall have the option to elect coverage under the AETNA POS II Plan or to participate in the High Deductible Plan/Health Savings Account option, outlined in 7.02 below.

7.01.2 Commencing with the 1993-94 school year, all part-time employees hired after August 1, 1993, but prior to August 1, 2007, shall pay a pro rated share of the premiums for the hospitalization-major medical insurance coverage which they opt to accept as part of the fringe benefit package offered by the Board. Part-time employees hired prior to August 1, 1993, shall be entitled to the same coverage and benefits they received prior to the start of the 1993-94 school year.

7.01.3 For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the President of the Association and the Superintendent of the Chardon Local School District. On or before May 1st of each year of this agreement, the committee will examine the current health plans, including the High Deductible Plan/Health Savings Account option, and cost to determine if a change is needed. When insurance is projected to increase by at least ten percent (10%) per year, the insurance committee shall convene to discuss and recommend how to bring the projected increase under ten percent (10%).

7.01.4 The Board and the Association agree that each employee in the Aetna POSII Plan shall contribute ten percent (10%) of the insurance premium up to a capped amount of twenty dollars (\$20.00) per pay for a single policy and forty dollars (\$40.00) per pay for a family policy. The Board of Education shall pay the balance of the premium less the contribution from each employee. Effective September 1, 2010, the caps on the employee contribution in the Aetna POSII Plan shall be twenty-five dollars (\$25.00) per pay for a single policy and fifty dollars (\$50.00) per pay for a family policy. Any teacher who did not receive a step increase or column movement for the 2010-11 school year will not experience any "loss" associated with the premium increase for the 2010-11 school year.

7.01.5 Employees covered under the AETNA POS II plan shall be entitled to all the benefits outlined in Section 7.05 below, titled "Section 125 Plans."

7.02 HOSPITALIZATION – MAJOR MEDICAL (EMPLOYEES HIRED ON OR AFTER AUGUST 1, 2007)

7.02.1 For all employees hired on or after August 1, 2007, i.e., newly hired effective for the 2007-08 school year or any point in time thereafter, the Board shall offer single and family coverage for all certificated/licensed employees of

hospitalization insurance and major medical pursuant to the district's AETNA High Deductible Plan/Health Savings Account option. Pursuant to Section 7.01.1, employees hired prior to August 1, 2007, may elect to participate in the High Deductible Plan/Health Savings Account in lieu of selecting coverage under the AETNA POS II plan.

7.02.2 The High Deductible Plan shall be a \$2,000 aggregate deductible for single coverage and a \$4,000 aggregate deductible for family coverage.

7.02.3 For each employee who elects single coverage in the High Deductible Plan, the Board shall contribute \$800 annually toward a Health Savings Account (HSA) for that employee.

7.02.4 For each employee who elects family coverage in the High Deductible Plan, the Board shall contribute \$1,600 annually toward a Health Savings Account (HSA) for that employee.

7.02.5 Employees covered under the High Deductible/HSA Plan shall be permitted to participate in the Child Care Section 125 Plan only (Section 7.05.3 below).

7.03 LIFE INSURANCE

7.03.1 The Board shall provide a group term life insurance policy in the amount of twenty-five thousand dollars (\$25,000.00), and the Board shall pay the full cost of providing such insurance for the term of this Agreement. Additional life insurance may be purchased by the employee through the company providing term insurance for the Board of Education, depending upon availability.

7.03.2 Term life insurance may be converted without physical examination within thirty (30) days of leaving the system.

7.04 DENTAL INSURANCE

7.04.1 The Board shall provide single and family coverage for dental insurance that provides no less benefits than Aetna's indemnity dental plan at no cost to the employee.

7.04.2 For the duration of this agreement, the Association and the Board shall have an identified insurance committee whose members shall be appointed by the President of the Association and the Superintendent of the Chardon Local School District. On or before May 1st of each year of this agreement, the committee will examine the current dental plan and cost to determine if a change is needed.

7.05 SECTION 125 PLANS

Section 125 Plans shall be established as follows:

7.05.1 Premium Pass through a Section 125 Plan

Employees will have the option of paying the employee share of premium costs through a Section 125 Plan at no cost to the employee.

7.05.2 Medical Expenses through a Section 125 Plan

Employees will have the option of setting aside monies for any unreimbursed health care costs, including medical, dental, vision, and prescription drugs in a Section 125 Plan. The plan shall be implemented at no cost to the employee. Any monies not spent at the end of the grace period provided for in Section 7.04.4 will be allocated first to the Chardon Local Schools Board of Education to defray administrative expenses, and assuming there are any remaining funds, distributed on a per capita basis, to employees enrolled in the medical expense Section 125 account for use the following plan year.

7.05.3 Child Care through a Section 125 Plan

Employees will have the option of setting aside monies for child care costs according to the rules of Section 125 Plans. The Plan shall be implemented at no cost to the employee. Any monies not spent at the end of the grace period provided for in Section 7.04.4 will be allocated first to the Chardon Local Schools Board of Education to defray administrative expenses, and assuming there are any remaining funds, distributed, on a per capita basis, to employees enrolled in the child care Section 125 account for use the following plan year.

Employees shall be afforded the opportunity annually to learn about Section 125 Plans and the process for choosing and funding a Plan.

7.05.4 The Board shall implement a grace period as allowed in the Internal Revenue Service Notice 2005-42. This Notice permits an employer to amend its Section 125 cafeteria plan to give participants in medical care and dependent care Flexible spending accounts (“FSAs”) an additional two (2) months and 15 days after the end of the plan year to spend unused amounts from the prior plan year. Unused amounts remaining in those FSA accounts at the end of the grace period will be distributed as a reimbursement to the Board of Education up to the total cost of administration of the FSA accounts. If, after paying off administrative costs, there remains an excess, then any remainder amount will be distributed to plan participants on a per capita basis, as is provided in Sections 7.05.2 and 7.05.3 above.

7.06 SEVERANCE PAY

7.06.1 All certified/licensed personnel who desire a full year of service credit and elect to terminate their employment with the Chardon Board of Education by retirement and who have been accepted for retirement by the State Teachers

Retirement System of Ohio shall be paid one-third (1/3) of accumulated but unused sick leave days up to a maximum of seventy (70) days, or [1/3 of 210 days], in accordance with Section 7.06.4 through 7.06.11. However, no payment shall be made pursuant to this section unless and until the employee completes the school year prior to the effective days of his/her retirement.

- 7.06.2 The severance payment shall be based on the employee's daily rate of pay at the time of his/her retirement from the Chardon Board of Education. The severance payment shall be remitted upon receipt of certification of retirement from STRS.
- 7.06.3 The Treasurer of the Board shall provide the retirement form for certificated/licensed personnel who wish to apply for the above severance pay (Exhibit "D").
- 7.06.4 Notwithstanding anything in this Agreement or Board Policy to the contrary, in accordance with the terms of this Agreement and any related provisions of a plan document adopted by the Board to comply with the requirements of Section 403(b) of the Internal Revenue Code (the "IRC"), certain retiring employees shall have the total amount that otherwise would be payable to the Participant as severance pay under Section 7.06 and, if the retirement incentive plan is feasible, under Section 7.07 (collectively referred to herein as "Severance Pay") mandatorily paid into an annuity contract or custodial account that is designed to meet the tax-qualification requirements of IRC Section 403(b) (a "TSA"). Such payment shall be in lieu of the payment being made directly to the retired employee and shall eliminate all sick leave credit of the retired employee. For purposes of this Agreement, this arrangement is referred to as the "403(b) Plan." The provisions of this Agreement are effective for all employees whose retirement effective dates are after the date of this Agreement.
- 7.06.5 The terms of the 403(b) Plan shall include the following:
- a.) Participation in the 403(b) Plan shall be mandatory for any teacher who is actively employed on or after the date of the adoption of the Plan and entitled to severance pay under Section 7.06.1.
 - b.) If a retiring teacher is a participant in the 403(b) Plan, an employer contribution shall be made on his/her behalf under the 403(b) Plan in an amount equal to the total amount of the participant's Severance Pay.
- 7.06.6 The required contributions to the 403(b) Plan shall be made within the timeframe described in Section 7.06.2 and Section 7.07.
- 7.06.7 To the extent that a teacher's Severance Pay in any calendar year exceeds the maximum contribution amount allowable under the applicable federal income tax law for that year, the remaining amount shall be contributed to the 403(b) Plan after the first payroll date in January of the next calendar year. If there are any remaining amounts, those amounts shall be contributed to the 403(b) Plan, after the first payroll date in January of the following four (4) calendar years, in each such year not to exceed the maximum amount permitted under the applicable federal income tax law for such year.

- 7.06.8 The TSA that shall be used for the 403(b) Plan shall be the group annuity contract of AIG VALIC. 403(b) Plan participants shall be required to complete AIG VALIC enrollment forms; and unless and until a member does so, no contribution of severance pay shall be made under the 403(b) Plan on behalf of the member. If a teacher retires, is entitled to have a contribution paid to the 403(b) Plan, and dies prior to such contribution being paid to the Plan, the contribution shall be paid to the AIG VALIC contract and then paid to the beneficiary of the teacher in accordance with the terms of the AIG VALIC contract.
- 7.06.9 After adoption of the AIG VALIC 403(b) Plan, any administrative fees shall be borne by the Plan participants. The Board may attempt to find another reputable company providing a 403(b) contract similar to the AIG VALIC contract. When the Board Treasurer is making the decision which company shall administer the Plan, one of the criterion to be used shall be the amount of administrative fees charged by the Plan administrator.
- 7.06.10 The plan year of the 403(b) Plan shall be the calendar year.
- 7.06.11 Neither the Board nor the Association guarantee any tax results associated with the 403(b) Plan or deferrals to a TSA or check payments made to a teacher.

7.07 INCENTIVE PLAN FOR RETIREMENT

- 7.07.1 The Board will design and implement a Retirement Incentive Plan if, in its sole discretion, it determines it is financially feasible to do so. The following process may be initiated by the Board at its discretion.
- 7.07.1.1 The Board will announce its Retirement Incentive Plan by January 15. Each eligible teacher who wishes to participate in the Retirement Incentive Plan must submit an irrevocable letter of resignation to the Superintendent's office specifying his/her effective date of retirement. This irrevocable letter must be submitted during the period beginning January 15 and ending at 4:00 p.m. on February 15. Once the irrevocable letter of resignation is submitted, it cannot be withdrawn by the employee.
- 7.07.1.2 By March 15, the Board will determine the financial feasibility of the Retirement Incentive Plan and will notify the CEA President and affected teachers as to whether it has determined the plan to be financially feasible by April 1.
- 7.07.1.3 If the Board determines the Retirement Incentive Plan is financially feasible, it will be implemented. If the Board determines the plan is not financially feasible, each teacher's irrevocable letter of resignation will be returned to him/her by May 1.

7.08 EMPLOYEE ASSISTANCE PROGRAM

The Board shall make available to employees, either itself or in cooperation with other facilities, substance abuse counseling (alcohol or drug dependency) and other forms of counseling (e.g., stress counseling where circumstances such as divorce, spousal abuse, death in the family, etc., create stress and coping difficulties impacting upon an employee's personal and/or work life) upon the terms and conditions:

- 7.08.1 Employee entrance into the program will be entirely voluntary but may be urged in individual cases where an employee's job performance is affected.
- 7.08.2 Entering employees shall pay an initial fee of five dollars (\$5.00) to the Board and pay no more than two dollars (\$2.00) per counseling session, up to a maximum of six (6) sessions.
- 7.08.3 All counseling conferences and the contents thereof shall remain confidential.
- 7.08.4 Should the counseling program be arranged through other facilities, e.g., Ravenwood, the Board shall be entitled to obtain information regarding a participant's attendance but not to the counselor-patient communications.
- 7.08.5 Participating employees shall agree to fulfill the reasonable requirements of the counseling program.

7.09 TUITION WAIVER FOR TEACHERS' CHILDREN

- 7.09.1 Any non-resident teachers' child who is accepted to attend any grade in the Chardon Local School District shall attend without payment of tuition, except in cases when the Board is able to secure tuition from the home school district of the non-resident teacher, pursuant to the terms and conditions found in O.R.C. 3313.64(F)(8). A child is defined as "a natural or adopted dependent child" (including stepchild) for whom the teacher is the natural parent or guardian and in whose household the child resides.
- 7.09.2 Nothing herein shall be construed to authorize the automatic acceptance of the children of non-resident teachers. The Superintendent shall review any request for such acceptance to be sure that such child's social and academic standing are acceptable to the district prior to enrollment. If such child is accepted and maintains acceptable scholastic and behavioral standards and the enrollment of the child does not create a class of more than the suggested class size in Article 5, Section 5.09.2, that child's tuition will be waived. If not, the Superintendent will withdraw the child from the school district. Withdrawal of a student shall not be arbitrary or capricious.
- 7.09.3 The Superintendent's decision regarding acceptance and/or withdrawal shall be final in all cases and not subject to grievance provisions of the CEA Negotiated Agreement. Teachers who elect to enroll their children in the district shall be entitled to use the regular bus routes of the district to transport the child to and from school but teachers shall not have the right to bring children to school and supervise them until the student's school day begins or supervise them after school until the teacher's school day ends.

7.09.4 These tuition waiver provisions shall be in effect for the duration of this agreement unless any shall be deemed contrary to law. In such cases, the Board and the CEA shall make such necessary modifications to comply with those provisions of law, if possible.

**ARTICLE 8
PROFESSIONAL CONCERNS**

8.01 TEACHING CONDITIONS – INSTRUCTIONAL MATERIALS

- 8.01.1 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, technological resources, art supplies, athletic equipment, current periodicals, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Teachers will be involved in the review of these materials for the purpose of improving the selection and use of such educational tools.
- 8.01.2 The Board agrees to make available in each school typing and duplicating facilities and materials in a work area for use by professional staff. In addition, the following shall be provided for each teacher:
 - 8.01.2.1 Copies and teacher's guides of all texts used in each of the courses to be taught.
 - 8.01.2.2 Plan and grade books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.

8.02 ACADEMIC FREEDOM

- 8.02.1 Academic freedom shall be guaranteed to all teachers, and no special limitations shall be placed upon study, investigation, or presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, or other branches of learning, other than the limitation imposed by accepted standards of professional and educational responsibility and which are pertinent to the subject and level taught and to the educational objectives of the Chardon Schools.
- 8.02.2 While the Board of Education openly acknowledges the academic freedom of teachers, it also emphasizes that the education of our students is the preeminent goal of the school district; consequently, the students' right to learn is the counterbalance whereby academic freedom shall be examined in the event there appears to be a conflict between these two crucial elements of the educational process.
- 8.02.3 Teachers shall be free to publish professional works or secure copyrights without interference or censorship by the Board of Education or any of its agents.

**ARTICLE 9
TEACHER RIGHTS**

9.01 NONDISCRIMINATION

9.01.1 The policies and practices of the Board shall be applied without regard to race, color, creed, national origin, sex, marital status, handicap, age, or membership in the Association or its associated activities.

9.01.2 No reprisals shall be taken against an employee solely by reason of his utilization of any procedure or activity herein provided for, nor on account of his membership or position in the Association.

9.02 Teachers may leave the building during duty free lunch periods. The building office shall be informed of these absences if at all possible.

9.03 All teachers have the right to use the school telephones for emergency, personal, and school business calls. They shall reimburse the school for the cost of any personal toll calls. The administration shall make reasonable provisions to insure teachers privacy when using school telephones.

9.04 Employees shall be insured all rights and privileges granted by law.

9.05 Each teacher is guaranteed the right to representation of his/her choosing when that teacher is involved in a grievance procedure.

**ARTICLE 10
RESERVATION OF RIGHTS**

10.01 BOARD RESERVATIONS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, and duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Ohio and of the United States, including, but without limiting the generality of the foregoing, all rights now or hereinafter identified in O.R.C. 4117.08 and the following rights:

- 10.01.1 Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policies such as the functions and programs of the employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- 10.01.2 Direct, supervise, evaluate, or hire an employee;
- 10.01.3 Maintain and improve the efficiency and effectiveness of governmental operations;
- 10.01.4 Determine the overall methods, process, means, or personnel by which governmental operations are conducted;
- 10.01.5 Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- 10.01.6 Determine the adequacy of the work force;
- 10.01.7 Determine the overall mission of the employer as a unit of government;
- 10.01.8 Effectively manage the work force;
- 10.01.9 Take actions to carry out the mission of the public employer as a governmental unit.

10.02 The exercise of the foregoing powers, rights, authority, duties, and responsibilities, the adoption of policies, rules and 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.

ARTICLE 11 EVALUATION

11.01 Although data based upon the observation of the classroom teaching situation is highly important, a complete assessment should include other factors. The teacher's general performance may further be assessed by including information concerning the total contribution to the effective operation of the building; the teacher's effect on pupils, relationship with other staff members, and parent/community relations. While this Agreement between the parties constitutes the entire agreement, it is not meant to limit mutually beneficial initiatives in the event a bargaining unit member and representative of the Board mutually agree to pursue job targets or activities utilizing terms which may be at variance with some provision of the negotiated Agreement.

11.01.1 A formal observation is a written record of an administrator's classroom visit of at least thirty (30) minutes duration. The evaluation is a written record of an administrator's assessment of a certified/licensed staff member's performance, based on formal and informal observations.

11.01.2 Prior to inclusion in the evaluation, any recommendations based on informal observation will be made known to the teacher in writing in a timely manner.

11.02 ADMINISTRATION OF THE PROGRAM

11.02.1 Personnel

11.02.1.1 Staff observation and evaluation will be conducted by certified/licensed administrative and supervisory personnel. The building principal is ultimately responsible for the evaluations of staff members assigned to his/her building.

11.02.2 Information Dissemination and Orientation

New teachers will receive and review in detail evaluation policies as a part of the new teacher orientation program. Evaluation policies will also be set forth in a teacher handbook.

11.03. Appraisal of Professional Personnel

11.03.1 The purpose of the Chardon Teacher Appraisal is to improve student learning by:

11.03.1.1 Improving instruction through the establishment of meaningful and realistic educational objectives and through encouraging teacher self-appraisal.

11.03.1.2 Identifying outstanding teacher competencies.

11.03.1.3 Stimulating professional growth of the teacher by providing assistance where and when the need exists.

- 11.03.1.4 Guiding the administrator in arriving at a recommendation concerning the contract status of the teacher and the forwarding of that recommendation to the Superintendent.

11.03.2The Sequence of Teacher Evaluation:

- 11.03.2.1 The building principal, or assistant principal, is the primary observer of teacher competency and shall be responsible for the recommendation of the contractual status of the teacher to the Superintendent of Schools.

Teachers assigned to more than one building will be observed and evaluated as defined in Section 11.03.2.2 of this article. Completion of at least one formal observation and evaluation will be the responsibility of the assigned principal. Building principals of other assigned school(s) may complete formal observation, if more are necessary according to 11.03.2.2, and provide evaluative comments to the assigned principal for inclusion on the evaluation document.

- 11.03.2.2 Observations of classroom teacher performance are the primary basis for teacher evaluation. Observations will precede evaluations according to the following:

A. Status I

Status I teachers either have no prior teaching experience, are new to the district, or have one (1) year experience in the district. These teachers will receive two (2) formal observations and one (1) evaluation by the end of the first semester. Two (2) additional formal observations and one (1) evaluation will take place during the second semester.

B. Status II

Status II teachers hold a limited contract and have two to five years experience in the district. These teachers will receive two (2) formal observations and one (1) evaluation, with at least one observation taking place in the first semester.

C. Status III

Status III teachers have six or more years experience in the district. Every other year, these teachers will receive two (2) formal observations and one (1) evaluation, with at least one observation taking place in the first semester. An annual professional conference will be held between the

administrator and the teacher in the years when there is no formal evaluation.

One half of the Status III teachers will be observed/evaluated annually.

D. Status IV

Status IV teachers hold a continuing contract (tenure). Every three years, these teachers will receive one (1) formal observation and one (1) evaluation. An annual professional conference will be held between the administrator and the teacher in the years when there is no formal evaluation.

One third of the Status IV teachers will be observed/evaluated annually.

- E. Regardless of status, any teacher who receives one (1) or more unsatisfactory ratings on an evaluation may be provided a plan of improvement by the administrator for implementation the following school year. This teacher will be evaluated according to Status I guidelines for the following school year. When improvement is demonstrated, the teacher will return to his/her previous status. If an unsatisfactory rating continues, recommendation for nonrenewal/ termination will be made to the Superintendent.
- F. Teachers eligible for continuing contract (tenure) will be observed/evaluated according to Status I.
- G. Departure from this frequency schedule will take place only when extraordinary circumstances call for further observation.
- H. Teachers will be notified of the formal observation day and time at least twenty-four (24) hours in advance, unless otherwise mutually agreed. Prior to every formal observation, a conference will be held between the observer and teacher as deemed necessary by either party.
- I. A conference between the teacher and observer will follow each observation within ten (10) working days unless both parties mutually agree upon other arrangements.
- J. The teacher has the right to attach a response to the observation and/or evaluation (see Exhibit "H").
- K. While this Agreement between the parties constitutes the entire agreement, it is not meant to limit mutually beneficial initiatives in the event a bargaining unit member and representative of the Board mutually agree to pursue job

target activities utilizing terms which may be at variance with some provision of the negotiated agreement.

ARTICLE 12
SUPPLEMENTAL SALARY SCHEDULE

- 12.01** Every effort shall be made by the Board to post supplemental positions in a timely manner each school year. Teachers in the bargaining unit may apply for the supplemental vacancy within ten (10) working days of each posting. If no qualified bargaining unit member applies for the supplemental position, the Board may fill the vacancy with individuals not in the bargaining unit.
- 12.02** Individuals in the bargaining unit applying for more than two (2) supplemental positions per season/year may have a review by the Superintendent of his/her responsibilities before an additional supplemental position is awarded to the bargaining unit member.
- 12.03** Longevity will be determined by consecutive years with the district in the position held or in another position in the same sport or activity.
- Up to one (1) year of absence, because of illness, shall not break the consecutive years of service in the position held.
- 12.04** The Board and Association agree that supplemental contracts expire at the conclusion of the season and/or length of the supplemental contract. No further action by the Board for supplemental contracts shall occur except as provided by the above language.
- 12.05** The department head will be paid an additional fifty dollars (\$50.00) per each person in the department (excluding themselves).
- 12.06** At the discretion of the building administrator, the Intervention Assistance Team (IAT) coordinator position may be filled by a certified/licensed staff member assigned to that building. If the supplemental is not offered or filled, these duties will then be the obligation of the building administrator.
- 12.07** Proposals for adding academic club advisor position(s) may follow procedures outlined in Exhibit "E." Clubs should be in existence for one year under the direction of a certified/licensed staff member prior to proposing the academic club advisor position(s).
- 12.08** Athletic trainer will be hired by the Board of Education for Fall, Winter, and Spring sports with attendance at events as prudent.
- 12.09** The supplemental salary schedule in effect in the 2009-10 school year shall reflect a current base salary of \$35,549.
- 12.10** The supplemental salary schedule in effect in the 2010-11 school year shall reflect a current base salary of \$35,549.
- 12.11** Final payment of a supplemental contract will occur after the individual has completed all areas of responsibility (including collection and storage of equipment, inventory, etc.). The check representing final payment of a supplemental contract will be placed

in a sealed envelope and delivered to the employee's immediate supervisor for delivery to the employee upon satisfactory completion of all of the supplemental responsibilities as above.

12.12 An extracurricular activity which becomes totally curricular shall cease to be offered as a supplemental position. For a position to become curricular only, the following criteria shall apply:

12.13.1 The activity is a course that has a Board-approved course of study;

12.13.2 The activity meets during the school day;

12.13.3 Students earn high school credit for participating; and

12.13.4 The activity is no longer performed outside the school day.

Becoming a curricular activity does not preclude reinstatement as an extracurricular activity should the criteria no longer be met.

**ARTICLE 13
PERSONNEL FILES**

- 13.01** An official file containing the following items shall be in the office of the Superintendent of Schools for each teacher:
- 13.01.1 Application for employment, including references;
 - 13.01.2 Copy of the latest individual teacher contract, properly signed;
 - 13.01.3 Ohio teaching certificate/license;
 - 13.01.4 College transcripts and other in-service credits;
 - 13.01.5 Required medical records;
 - 13.01.6 Records of written conferences, together with any written replies thereto;
 - 13.01.7 Performance record to include the principal's or supervisor's appraisal of work and growth according to formal evaluation procedures.
 - 13.01.8 Letters of commendation and certificates of award;
 - 13.01.9 Letters of concern and criticism--right of rebuttal.
- 13.02** Each item in the file shall be dated as to its entrance therein, and as to the date when such item was made.
- 13.03** The official records are maintained as "open files", and any information may be examined by the employee to whom it relates upon request for such opportunity. The employee shall be entitled to a copy of such information from his or her individual file.
- 13.04** No anonymous letter, report, or communication shall be included in the teacher's personnel file.
- 13.05** A teacher shall have a right to review evaluations in his/her file and to make a written reply to any item included in the file.

ARTICLE 14
PROFESSIONAL STAFF COUNCIL

The parties agree that during the term of this Agreement, a Professional Staff Council (consisting of the President of the Association and three (3) additional Association members appointed by the President; and for the administration, the Superintendent and any additional administrators appointed by the Superintendent).

The Professional Staff Council will meet the third Tuesday of each month unless another day that month is selected by mutual agreement. Topics to be discussed will include terms and conditions of the contract that have been a problem for the Association and/or the Administration.

ARTICLE 15
STUDENT DISCIPLINE AND ASSAULT PROTECTIONS

15.01 ASSAULT ON A TEACHER

- 15.01.1 Assault is understood to be the threat or attempt to harm, or resultant harm, to an employee.
- 15.01.2 Assault on a teacher is a most grievous act. For that reason, the following administrative procedures are to be used:
- 15.01.2.1 Any case of assault on a teacher or his property while in performance of his/her duties shall be promptly reported to the Board. The Board shall render all reasonable assistance to the teacher in connection with the handling of the incident by school, law enforcement, and judicial authorities. This shall include after school actions that are related to school associated problems.
- 15.01.2.2 A complete investigation of the alleged assault shall be conducted by the principal and a report, including recommendations made to the Superintendent. The Superintendent shall review the matter and determine the action, if any, to be taken. This may include referral to legal authorities and/or expulsion from school. Notice of the Superintendent's decision shall be sent to all parties involved.
- 15.01.2.3 When a student returns to school following an expulsion and/or suspension for assaulting a teacher, upon request of the teacher who was assaulted, the student will be placed in another class if a comparable appropriate class placement is available.
- 15.01.3 In the case of injury to a teacher, the Worker's Compensation Law of Ohio will apply.

15.02 TEACHER RIGHTS

- 15.02.1 It is recognized that teachers from time to time are confronted with discipline problems. As a result, personal injury may occur. The Board will, to the extent permitted by law, do all possible to reimburse the teacher from any damages to his/her clothing or other personal effects.
- 15.02.2 In the event a complaint against a teacher is brought before the Board, the teacher shall be notified promptly and shall have the right to present a defense before the Board and to be represented. The teacher shall have the right to annex to any written record of such complaint an answer or denial which shall not be separated from such record.
- 15.02.3 The Board of Education shall maintain liability insurance coverage to assist with possible legal action against an individual teacher.

- 15.02.4 The Board of Education shall make efforts to make its buildings and grounds safe and secure.

15.03 STUDENT DISCIPLINE

- 15.03.1 Federal and state law impose numerous restrictions and limitations on student discipline, including suspension, expulsion, and removal.
- 15.03.2 Effective discipline, observance of good order, and respect for the rights of others are necessary so that all pupils may be afforded the opportunity of a quality education.
- 15.03.3 The maintenance of an education environment conducive to student learning is the shared responsibility of the student, teacher, administrator, and parent.
- 15.03.4 Every pupil has the right to learn and develop to his/her maximum potential. The initiation and maintenance of such an educational environment is the shared responsibility of the student, teacher, administration, and parent.
- 15.03.5 In connection with pupils who cannot adjust to the expected educational environment and who habitually disrupt the learning opportunities of other students, the teacher may recommend that the administrator refer the student to the proper school/community agencies so they may receive suitable assistance in conforming their behaviors to those expected in a school setting.
- 15.03.6 Consistent with the state and federal law, teachers shall be entitled to access to pertinent information about the status of students in their classrooms where such information could aid the teacher in better understanding and working with the individual student.
- 15.03.7 A teacher shall refer to the principal or the principal's representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable directive in any school setting. The teacher will communicate in writing or in cases of emergency, in person, the nature of the problem, and any steps the teacher has taken to remediate the problem, to the appropriate administrator. The teacher will be advised of the principal's disposition of the matter. If a teacher is dissatisfied with the disposition, he/she may raise the concern with the Superintendent or designee after first conferring with the building principal.
- 15.03.8 Verbal attack on a teacher may be grounds for suspension and expulsion.
- 15.03.9 Teachers shall be afforded the chance to offer recommendations regarding the student code of conduct.
- 15.03.10 Teachers and their building administration will work collaboratively to help create more effective educational environments for student learning and

better, more consistent and effective student discipline strategies for the Chardon Schools.

ARTICLE 16
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

- 16.01** The Chardon Local Schools will maintain one LPDC having a district-wide scope. The LPDC will have eight (8) members comprised of three (3) administrators representing Central Office and Building Principals and five (5) bargaining unit members including one High School, one Middle School, one Elementary, one member-at-large, and one CEA Executive officer.
- 16.02** The membership of the LPDC will annually elect a chairperson, assistant chairperson and secretary from its membership. The chairperson will preside over each meeting. The chairperson's signature will validate the LPDC's decisions. A record of each meeting's proceedings will be taken by the secretary and stored in the Superintendent's office.
- 16.03** Administrative vacancies will be filled by the appointment of the Superintendent. Bargaining unit member vacancies will be filled by appointment of the Association President according to the constitutional guidelines of the Association.
- 16.04** LPDC members will serve two-year terms.
- 16.05** A quorum shall be six of the eight members in order to conduct LPDC business, including all decisions affecting the status of IPDPs, revisions of IPDPs and/or CEU proposals. The LPDC shall act only by resolution voted upon by the LPDC and recorded in its minutes, such resolution having received a recorded affirmative vote by a quorum of its membership; except for amendment or adoption of bylaws, which shall require a three-fourths majority of its full membership.
- 16.06** The LPDC shall meet once monthly and at other times as it may determine. All meetings of the LPDC shall be public meetings. All records of the LPDC shall be public records. Minutes of meetings and records of actions and proceedings of the LPDC shall be prepared and maintained in compliance with the Sunshine Law [RC 121.22(B)(a)].
- 16.07** An hourly stipend of twenty-five dollars (\$25.00) will be paid to each LPDC member. Partial hours will be rounded up to the nearest one-half hour.
- 16.08** The duties of the LPDC shall be strictly limited to the review and approval of professional development plans for recertification and licensure as specified in Ohio Law governing such committees; and to the adoption and amendment of its bylaws. The LPDC shall adopt bylaws governing its operations and reflecting the mission of the LPDC, all policies as are required by law for providing notice of meetings of committees of public bodies and a policy for appeal as described herein. Such policies must be adopted by the LPDC prior to any action related to recertification or licensure. The LPDC shall report on its actions in a prompt and timely manner to the Chardon Board of Education.
- 16.09** The bylaws of the LPDC shall include provisions for the appeal of LPDC decisions denying the approval of professional development plans. Such appeal provisions shall include methods for the designation of an independent hearing process to hear and decide such appeals. The appeals process provided in LPDC bylaws shall not

preclude any appeals process established under state law, but must be the one first pursued. A decision of the LPDC or of any body that hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the negotiated agreement.

- 16.10** The LPDC shall have no duties other than those explicitly stated herein. In exercise of such duties, actions of the LPDC shall be limited in scope by, and must be consistent with, the adopted policies of the Chardon School District Board of Education.
- 16.11** No action of the LPDC shall bind the Chardon School District in any manner that may be contrary to any provision of the negotiated agreement, this policy, other Board policy or any law or regulation governing the operation of public school districts. No action of the LPDC shall bind the Chardon School District in any manner that may affect bargaining terms and conditions of employment. No action of the LPDC shall bind the Chardon School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Chardon School District Board of Education.
- 16.12** The LPDC may act to create subcommittees of limited duration and for specific purposes set forth in the action. Such subcommittees shall act in an advisory capacity only and may not take any action, and shall be subject to all laws and policies governing the LPDC, and all requirements created by such subcommittees shall be records of the LPDC.
- 16.13** Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of the LPDC, should such indemnification be permissible under the school district's liability plan. The Chardon School District shall not assume responsibility for any liability not covered under such plan nor deriving from improper performance of duty.

ARTICLE 17
MASTER TEACHER PROGRAM

1. Master Teacher Program Committee (MTPC) will consist of five (5) members. Three (3) committee members shall be Chardon Local Schools teachers, represent each building level whenever possible and be appointed by the Association President. Two (2) members shall be administrators representing Central Office and Building Principals appointed by the Superintendent. Committee members shall serve minimum of two-(2) year terms. Whenever possible, committee members should be present or past holders of National Board Certification or have been recognized as an Ohio Master Teacher.
2. Master Teacher Program Committee will meet to assess teacher applications for this distinction according to the requirements outlined by SB2 and the Ohio Educators Standards Board. All meetings will be posted and minutes of the meetings and records of actions and proceedings of the MTPC shall be prepared and maintained in compliance with the Sunshine Laws [ORC 121.22(B)(a)]. The Committee will set the meeting calendar as beneficial to completing requirements of the Program.
3. For meetings held outside the contract day, an hourly stipend of twenty-five dollars (\$25) will be paid to each MTPC member. Partial hours will be rounded up to the nearest one-half (1/2) hour. Committee members requiring training or program updates on the MTP shall be granted necessary professional leave and reimbursed for their business and travel expenses.
4. The duties of the MTPC shall be strictly limited to the review and approval of applications for Ohio Master Teacher as outlined by the Ohio Educators Standards Board.
5. The MTPC will establish an appropriate appeals process. MTP candidates may appeal on the grounds they believe the processes and procedures outlined in the application process were not followed. No appeals will be considered based on scoring of the candidate's application.
6. No action of the MTPC shall bind the Chardon Local School District in any manner that may be contrary to any provision of the negotiated agreement, this policy, other Board policy or any law or regulation governing the operation of public school districts. No action of the MTPC shall bind the Chardon Local School District in any manner that may affect bargaining terms and conditions of employment. No action of the MTPC shall bind the Chardon Local School District in any manner that may be construed as requiring the expenditure of any funds without express prior approval of the Chardon Board of Education.
7. Members of the MTPC shall be indemnified for action related to the proper performance of their duties as members of the MTPC, should such indemnification be permissible under the school district's liability plan. The Chardon Board of Education shall not assume responsibility for any liability not covered under such plan nor deriving from improper performance of duty.

**ARTICLE 18
FORM, EFFECT, AND DURATION**

18.01 EFFECT AND DURATION

- 18.01.1 This contract shall be in effect as of the first workday of the 2009-10 school year through August 31, 2011.
- 18.01.2 The Board and Association agree that on or before March 15, 2011, the respective negotiating teams of this negotiated agreement shall examine this negotiated agreement; and if mutually agreed it shall be extended for up to an additional three (3) years with appropriate modifications.
- 18.01.3 This Agreement constitutes the entire agreement between the parties, and it supersedes all prior and contemporaneous understanding (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual written agreement.

18.02 SEVERABILITY

This Agreement reserving the rights of Association members and the rights to the Board of Education shall prevail over any state laws and/or regulations, local resolutions and/or ordinances to the contrary except where specifically prohibited by state law. If any provision of this contract or any application of this contract to any employee or group of employees shall be found to be contrary to law, in a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

18.03 Negotiations for a successor contract shall be in accordance with Article 1, Section 1.03, of this contract unless it is mutually agreed upon to negotiate under a different procedure.

18.04 The following signatures bear witness and establish this Agreement effective the first workday of the 2009-10 school year through August 31, 2011 inclusive.

FOR THE BOARD:

FOR THE ASSOCIATION:

Blake Rear (Date)

Tammy Segulin (Date)

Stephanie Swain (Date)

Betty Young (Date)

Eric Johnson (Date)

Todd Jaeck (Date)

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective **2009-2011 school years.**

Base Salary		B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
\$34,549								
% of Base		1.00	1.04	1.08	1.12	1.16	1.20	1.24
%Inc. to Base		0.03	0.03	0.03	0.03	0.03	0.03	0.03
Years of Exp. Step								
0	0	35,549	36,971	38,393	39,815	41,237	42,659	44,081
1	1	36,971	38,393	39,815	41,593	43,015	44,437	45,859
2	2	38,393	39,815	41,237	43,370	44,792	46,214	47,636
3	3	39,815	41,237	42,659	45,148	46,570	47,992	49,414
4	4	41,237	42,659	44,081	46,925	48,347	49,769	51,191
5	5	42,659	44,081	45,503	48,703	50,125	51,547	52,969
6	6	44,081	45,503	46,925	50,480	51,902	53,324	54,746
7	7	45,503	46,925	48,347	52,258	53,680	55,102	56,524
8	8	46,925	48,347	49,769	54,035	55,457	56,879	58,301
9	9	48,347	49,769	51,191	55,813	57,235	58,657	60,079
10	10	49,769	51,191	52,613	57,590	59,012	60,434	61,856
11	11	51,191	52,613	54,035	59,368	60,790	62,211	63,633
12	12	52,613	54,035	55,457	61,145	62,567	63,989	65,411
13	13	54,035	55,457	56,879	62,922	64,344	65,766	67,188
14	14	<u>55,457</u>	<u>56,879</u>	58,301	64,700	66,122	67,544	68,966
15	15			59,723	66,477	67,899	69,321	70,743
16	16			<u>61,145</u>	<u>68,255</u>	<u>69,677</u>	<u>71,099</u>	<u>72,521</u>

** Salaries in bold, underlined type are TENURE levels only.

All hours to be semester hours.

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED SALARY SCHEDULE
2009-2011**

Salary schedule for all teachers and professional employees not covered under other salary provisions of the Chardon Local School District effective with the school year 2002-03.

Base Salary	Non Degree	B.A.	BA+18	BA+30	M.A.	MA+18	MA+30	Ph.D.
% of Base	.89	1.00	1.04	1.08	1.12	1.16	1.20	1.24
%Inc. to Base	.03	0.04	0.04	0.04	0.05	0.05	0.05	0.05

Years
of
Exp. Step

0	0	0.89	1.00	1.04	1.08	1.12	1.16	1.20	1.24
1	1	0.92	1.04	1.08	1.12	1.17	1.21	1.25	1.29
2	2	0.95	1.08	1.12	1.16	1.22	1.26	1.30	1.34
3	3	0.98	1.12	1.16	1.20	1.27	1.31	1.35	1.39
4	4	1.01	1.16	1.20	1.24	1.32	1.36	1.40	1.44
5	5	1.04	1.20	1.24	1.28	1.37	1.41	1.45	1.49
6	6	1.07	1.24	1.28	1.32	1.42	1.46	1.50	1.54
7	7	1.10	1.28	1.32	1.36	1.47	1.51	1.55	1.59
8	8	1.13	1.32	1.36	1.40	1.52	1.56	1.60	1.64
9	9		1.36	1.40	1.44	1.57	1.61	1.65	1.69
10	10		1.40	1.44	1.48	1.62	1.66	1.70	1.74
11	11		1.44	1.48	1.52	1.67	1.71	1.75	1.79
12	12		1.48	1.52	1.56	1.72	1.76	1.80	1.84
13	13		1.52	1.56	1.60	1.77	1.81	1.85	1.89
14	14		<u>1.56**</u>	<u>1.60**</u>	1.64	1.82	1.86	1.90	1.94
15	15				1.68	1.87	1.91	1.95	1.99
16	16				<u>1.72**</u>	<u>1.92**</u>	<u>1.96**</u>	<u>2.00**</u>	<u>2.04**</u>

Salaries in bold, **underlined type are TENURE levels only.

All hours to be semester hours.

Base Salary SY 2009-11 →	\$35,549.00				
POSITION	BUILDING or GRADES	FACTOR	1.00	1.03	1.03
		Service →	0-2 yrs	3-5 yrs	6+ yrs
DEPARTMENT CHAIRPERSONS:					
Art	K-12	0.053608	\$1,906	\$1,963	\$2,022
Business Ed. / Technology	9-12	0.053608	1,906	1,963	2,022
English (x2)	6-8, 9-12	0.053608	1,906	1,963	2,022
Family & Consumer Science	7-12	0.053608	1,906	1,963	2,022
Foreign Language	7-12	0.053608	1,906	1,963	2,022
Guidance	K-12	0.053608	1,906	1,963	2,022
Health & Physical Education	K-12	0.053608	1,906	1,963	2,022
Health Services	K-12	0.053608	1,906	1,963	2,022
Library Media	K-12	0.053608	1,906	1,963	2,022
Math (x2)	6-8, 9-12	0.053608	1,906	1,963	2,022
Music	K-12	0.053608	1,906	1,963	2,022
Reading	6-8	0.053608	1,906	1,963	2,022
Science (x2)	6-8, 9-12	0.053608	1,906	1,963	2,022
Social Studies (x2)	6-8, 9-12	0.053608	1,906	1,963	2,022
Special Education (x3)	K-5, 6-8, 9-12	0.053608	1,906	1,963	2,022
OTHER PERSONNEL:					
Elementary Curriculum Advisor (x4 as needed)	Ha, Ma, Mu, Pa	0.039216	\$1,394	\$1,436	\$1,479
Intervention Assistance Team Coordinator (x6)	CHS, CMS, Ha, Ma, Mu, Pa	0.053608	1,906	1,963	2,022
Technology Coordinator (x4)	Ha, Ma, Mu, Pa	0.073000	2,595	2,673	2,753
Technology Coordinator	6-8	0.082000	2,915	3,002	3,093
Technology Coordinator	9-12	0.091000	3,235	3,332	3,432

KEY: CHS (gr. 9-12) – Chardon High School, CMS (gr. 6-8) – Chardon Middle School, Ha – Hambden, Ma – Maple, Mu – Munson, Pa - Park

CHARDON LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

Base Salary SY 2009-11 →	\$35,549.00				
POSTION	BUILDING or GRADES	FACTOR	1.00	1.03	1.03
		Service →	0-2 yrs	3-5 yrs	6+ yrs
ADVISORS & DIRECTORS:					
Academic Challenge & Decathlon Advisor	9-12	0.039216	\$1,394	\$1,436	\$1,479
Envirothon Advisor	9-12	0.039216	1,394	1,436	1,479
AFS (American Field Studies)	9-12	0.023765	845	870	896
Band Camp - Assoc. Band Director (x2)	9-12	0.016627	591	609	627
Band Camp - Auxiliary Unit Advisor	9-12	0.012353	439	452	466
Band Director – One Week Camp	9-12	0.118745	4,221	4,348	4,478
Band Director Assistant – Marching Band	9-12	0.032078	1,140	1,175	1,210
Class Advisor – Freshmen	9-12	0.008266	294	303	312
Class Advisor – Sophomore	9-12	0.008266	294	303	312
Class Advisor – Junior	9-12	0.031219	1,110	1,143	1,177
Class Advisor – Senior	9-12	0.031219	1,110	1,143	1,177
Drama Fall Play - Director	9-12	0.086039	3,059	3,150	3,245
Drama Fall Play - Assistant Director	9-12	0.026392	938	966	995
Drama Fall Play - Technical Director	9-12	0.040373	1,435	1,478	1,523
Drama Fall Play – Costumes Coordinator	9-12	0.026392	938	966	995
Drama Fall Play – Sound Coordinator	9-12	0.026392	938	966	995
Drama Fall Play – Business Coordinator	9-12	0.026392	938	966	995
Drama Spring Musical - Director	9-12	0.086039	3,059	3,150	3,245
Drama Spring Musical - Asst. Director	9-12	0.026392	938	966	995
Drama Spring Musical - Technical Director	9-12	0.040373	1,435	1,478	1,523
Drama Spring Musical – Choreographer	9-12	0.026392	938	966	995
Drama Spring Musical – Costumes Coordinator	9-12	0.026392	938	966	995
Drama Spring Musical – Sound Coordinator	9-12	0.026392	938	966	995
Drama Spring Musical – Business Coordinator	9-12	0.026392	938	966	995
Drama Spring Musical - Pit Band Director	9-12	0.032078	1,140	1,175	1,210
Free Harmony Director	9-12	0.043608	1,550	1,597	1,645
Free Harmony Choreographer	9-12	0.030067	1,069	1,101	1,134
French Club Advisor	9-12	0.008000	284	293	302
Jazz Band Director	9-12	0.044471	1,581	1,628	1,677
Jazz Band Director	6-8	0.029647	1,054	1,086	1,118
Jazz Dancers Advisor	6-8	0.029647	1,054	1,086	1,118
Newspaper Advisor (plus class)	9-12	0.039216	1,394	1,436	1,479
National Honor Society Advisor	9-12	0.023765	845	870	896
National Honor Society Advisor	6-8	0.023765	845	870	896
One Act Play Director	9-12	0.032072	1,140	1,174	1,210
One Act Play Technical Director	9-12	0.009621	342	353	363

KEY: CHS (gr. 9-12) – Chardon High School, CMS (gr. 6-8) – Chardon Middle School, Ha – Hambden, Ma – Maple, Mu – Munson, Pa - Park

Base Salary \$35,549	BUILDING or GRADES	FACTOR	1.00	1.03	1.03
		Service →	0-2 yrs	3-5 yrs	6+ yrs
Physics Club Advisor	9-12	0.008000	\$284	\$293	\$302
Physics Olympics Advisor	9-12	0.016863	599	617	636
Power of the Pen Advisor	6-8	0.016863	599	617	636
Project Support Advisor	9-12	0.024471	870	896	923
Robotics Club Advisor	6-8	0.016863	599	617	636
Safety Patrol Advisor	Ma, Mu, Pa	0.016863	599	617	636
Science Olympiad Advisor	6-8, 9-12	0.016863	599	617	636
Spanish Club Advisor	9-12	0.008000	284	293	302
Student Council Advisor	9-12	0.039216	1,394	1,436	1,479
Student Council Advisor	6-8	0.029882	1,062	1,094	1,127
Teen Institute Advisor	9-12	0.025000	889	915	943
Teen Institute Advisor	6-8	0.016863	599	617	636
Thespian Club Advisor	9-12	0.027540	979	1,008	1,039
Topperette & Color Guard Advisor	9-12	0.034000	1,209	1,245	1,282
Yearbook Advisor (plus class)	9-12	0.078431	2,788	2,872	2,958
Yearbook Advisor	6-8	0.039216	1,394	1,436	1,479
ATHLETIC DEPARTMENT:					
Athletic Director	9-12	0.266000	\$9,456	\$9,740	\$10,024
Athletic Director	6-8	0.180000	6,399	6,591	6,789
Cheerleading – Head Advisor	9-12	0.090863	3,230	3,327	3,427
Cheerleading – Assistant Advisor	9-12	0.047059	1,673	1,723	1,775
Cheerleading – Advisor, Football	6-8	0.033176	1,179	1,215	1,251
Cheerleading – Advisor, Basketball	6-8	0.033176	1,179	1,215	1,251
Faculty Manager	9-12	0.110000	3,910	4,028	4,149
Co-Curricular – summer	9-12	0.003461	123	127	131
Training & Conditioning Advisor – fall	9-12	0.022200	789	813	837
Training & Conditioning Advisor – winter	9-12	0.022200	789	813	837
Training & Conditioning Advisor – spring	9-12	0.022200	789	813	837
Training & Conditioning Advisor – summer a.m.	9-12	0.010000	355	366	377
Training & Conditioning Advisor – summer p.m.	9-12	0.015000	533	549	566

KEY: CHS (gr. 9-12) – Chardon High School, CMS (gr. 6-8) – Chardon Middle School, Ha – Hambden, Ma – Maple, Mu – Munson, Pa - Park

Base Salary \$35,549	BUILDING or GRADES	FACTOR	1.00	1.03	1.03
		Service →	0-2 yrs	3-5 yrs	6+ yrs
<i>FALL SPORTS</i>					
Cross Country – Head Coach, Boys	9-12	0.112157	\$3,987	\$4,107	\$4,230
Cross Country – Head Coach, Girls	9-12	0.112157	3,987	4,107	4,230
Cross Country – Head Coach	6-8	0.066353	2,359	2,430	2,502
Football – Head Coach	9-12	0.193059	6,863	7,069	7,281
Football – Assistant Coach (x7)	9-12	0.112157	3,987	4,107	4,230
Football – Assistant Coach (x4)	6-8	0.112157	3,987	4,107	4,230
Football – Preseason Head Coach	9-12	0.036275	1,290	1,328	1,368
Football – Preseason Asst. Coach (x7)	9-12	0.019608	697	718	739
Golf – Head Coach	9-12	0.082314	2,926	3,014	3,104
Golf – Assistant Coach	9-12	0.066353	2,359	2,430	2,502
Soccer – Head Coach, Boys	9-12	0.112157	3,987	4,107	4,230
Soccer – Assistant Coach, Boys	9-12	0.082314	2,926	3,014	3,104
Soccer – Preseason Head Coach, Boys	9-12	0.008746	311	320	330
Soccer – Preseason Assistant Coach, Boys	9-12	0.008746	311	320	330
Soccer – Head Coach, Girls	9-12	0.112157	3,987	4,107	4,230
Soccer – Assistant Coach, Girls	9-12	0.082314	2,926	3,014	3,104
Soccer – Preseason Head Coach, Girls	9-12	0.008746	311	320	330
Soccer – Preseason Assistant Coach, Girls	9-12	0.008746	311	320	330
Tennis – Head Coach, Girls	9-12	0.082314	2,926	3,014	3,104
Tennis – Assistant Coach, Girls	9-12	0.066353	2,359	2,430	2,502
Volleyball – Head Coach	9-12	0.112157	3,987	4,107	4,230
Volleyball – Assistant Coach (x2)	9-12	0.082314	2,926	3,014	3,104
Volleyball – Preseason Head Coach	9-12	0.008746	311	320	330
Volleyball – Preseason Asst. Coach (x2)	9-12	0.008746	311	320	330
Volleyball – Head Coach, 7 th Grade	6-8	0.066353	2,359	2,430	2,502
Volleyball – Head Coach, 8 th Grade	6-8	0.066353	2,359	2,430	2,502

KEY: CHS (gr. 9-12) – Chardon High School, CMS (gr. 6-8) – Chardon Middle School, Ha – Hambden, Ma – Maple, Mu – Munson, Pa - Park

CHARDON LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE

Base Salary \$35,549	BUILDING or GRADES	FACTOR	1.00	1.03	1.03
		Service →	0-2 yrs	3-5 yrs	6+ yrs
<i>WINTER SPORTS</i>					
Basketball – Head Coach, Boys	9-12	0.165843	\$5,896	\$6,072	\$6,255
Basketball – Assistant Coach, Boys (x3)	9-12	0.112157	3,987	4,107	4,230
Basketball – Head Coach, Girls	9-12	0.165843	5,896	6,072	6,255
Basketball – Assistant Coach, Girls (x3)	9-12	0.112157	3,987	4,107	4,230
Basketball – Head Coach, 7 th Grade Boys	6-8	0.080353	2,856	2,942	3,030
Basketball – Head Coach, 8 th Grade Boys	6-8	0.080353	2,856	2,942	3,030
Basketball – Head Coach, 7 th Grade Girls	6-8	0.080353	2,856	2,942	3,030
Basketball – Head Coach, 8 th Grade Girls	6-8	0.080353	2,856	2,942	3,030
Gymnastics – Head Coach	9-12	0.165843	5,896	6,072	6,255
Gymnastics – Assistant Coach	9-12	0.112157	3,987	4,107	4,230
Wrestling – Head Coach	9-12	0.165843	5,896	6,072	6,255
Wrestling – Assistant Coach (x2)	9-12	0.112157	3,987	4,107	4,230
Wrestling – Head Coach	6-8	0.080353	2,856	2,942	3,030
Wrestling – Assistant Coach	6-8	0.071255	2,533	2,609	2,687
<i>SPRING SPORTS</i>					
Baseball – Head Coach	9-12	0.112157	3,987	4,107	4,230
Baseball – Assistant Coach (x3)	9-12	0.082314	2,926	3,014	3,104
Softball – Head Coach	9-12	0.112157	3,987	4,107	4,230
Softball – Assistant Coach (x3)	9-12	0.082314	2,926	3,014	3,104
Tennis – Head Coach, Boys	9-12	0.082314	2,926	3,014	3,104
Tennis – Assistant Coach, Boys	9-12	0.066353	2,359	2,430	2,502
Track – Head Coach, Boys	9-12	0.112157	3,987	4,107	4,230
Track – Assistant Coach, Boys (x2)	9-12	0.082314	2,926	3,014	3,104
Track – Head Coach, Girls	9-12	0.112157	3,987	4,107	4,230
Track – Assistant Coach, Girls (x2)	9-12	0.082314	2,926	3,014	3,104
Track – Head Coach, Boys/Girls	6-8	0.075309	2,677	2,757	2,840
Track – Assistant Coach, Boys/Girls (x3)	6-8	0.066353	2,359	2,430	2,502

KEY: CHS (gr. 9-12) – Chardon High School, CMS (gr. 6-8) – Chardon Middle School, Ha – Hambden, Ma – Maple, Mu – Munson, Pa - Park

EXHIBIT "A"

GRIEVANCE REPORT FORM

STEP 1

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Administrative Authority: _____

2. Disposition of Administrative Authority: _____

Signature of Administrator Date

Additional comments may be added on this sheet or with an attachment.

GRIEVANCE REPORT FORM

STEP II

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Superintendent or Designee: _____

2. Disposition of Superintendent or Designee: _____

Signature of Superintendent or Designee Date

Additional comments may be added on this sheet or with an attachment.

GRIEVANCE REPORT FORM

STEP III

To be filed in triplicate

Name of Grievant Assignment Building Date

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature of Grievant Date

C. 1. Date Received by Treasurer: _____

2. Disposition of Board of Education: _____

Signature of Board President Date

Additional comments may be added on this sheet or with an attachment.

EXHIBIT "B"

**CHARDON LOCAL SCHOOLS
CERTIFICATED/LICENSED APPLICATION FOR USE OF SICK LEAVE**

Social Security #: _____

Name _____ Date _____

Employing Unit _____

I hereby request sick leave beginning _____ (am/pm) on _____ (date)
and ending _____ (am/pm) on _____ (date) for a total of _____ day(s)
for the following reason(s):

(If return to work will be at a date to be determined later by physician, check here ____.)

- _____ 1. Personal Illness.
- _____ 2. Personal Injury. Nature of injury: _____
- _____ 3. Serious Illness in immediate family _____
(The term, employee's immediate family, is defined as the employee's spouse, significant other living in the same household or a fiancé/fiancée, parents, parents-in-law, grandparents, siblings, children, daughter/son-in-law, and grandchildren. The term also includes other relatives domiciled in the employee's household.)
- _____ 4. Death of _____ (relationship)
on _____ (date)
- _____ 5. Other _____

**I swear or affirm that the
above statements are true.**

Employee's Signature

ADMINISTRATIVE ACTION

Recommended _____ Approved _____

Not Recommended _____ Disapproved _____

Principal or Other Authority Date

Superintendent's Signature Date

Falsification of this form may result in suspension or termination of employee's contract.

EXHIBIT "C"

**CHARDON LOCAL SCHOOLS
INTENT FORM**

All certificated/licensed staff members are requested to complete this intent form and return it to the school office no later than _____ for transmittal to the Superintendent.

Please check (✓) appropriately:

() I wish to be re-employed for the _____ school year in the same assignment in which I am now employed.

() I wish to return to the staff in the _____ school year, but would like to be considered for a transfer to the following assignment if a vacancy exists:

() I plan to retire at the close of this current school year. (Please notify your principal and the Superintendent by _____.)

() My plans are not definite and I would like to have additional time to decide. (Must be received in the Superintendent's office by _____.)

Name (Please print)

School and Present Assignment

Signature

Date

THE PURPOSE OF THE INTENT FORM IS TO PROMPTLY NOTIFY, WHEN SCHOOL IS NOT IN SESSION, TEACHERS WHO HAVE EXPRESSED AN INTEREST IN A POSITION. THE FORM DOES NOT PRIORITIZE REQUESTS. ALL CERTIFICATED/LICENSED STAFF MEMBERS ARE ELIGIBLE TO APPLY FOR VACANCIES IN EXISTING AND NEW POSITIONS.

EXHIBIT "D"

**CHARDON LOCAL SCHOOLS
EMPLOYEE REQUEST FOR SEVERANCE PAY**

The undersigned, an employee of the Board of Education of the Chardon Local School District, hereby requests severance pay in accordance with the Negotiated Agreement between the Chardon Board of Education and the Chardon Education Association.

I understand that I may receive severance pay only once, that my acceptance of severance pay shall eliminate all sick leave credit accrued as of the effective date of my retirement, and that I will receive severance payment following the receipt of my first retirement check. Proof of receipt of retirement check must be presented to the Treasurer's Office.

Please check payment method desired:

() Within thirty (30) days after
proof of retirement.

() First payday in January following
effective date of retirement.

Employee Signature

Date

TO BE COMPLETED BY THE TREASURER'S OFFICE

Name of employee _____

Address _____ City _____ Zip _____

Social Security Number _____ Date of Hire _____

Position at time of retirement _____

Date Board accepted request for retirement _____

Effective Date of Retirement _____

Number of accumulated sick leave days upon retirement _____

Number of allowable days for severance pay _____

Calculation: _____ X _____ = _____
(Days allowable) (Rate) (Pay)

Treasurer

Date

EXHIBIT "E"

PROCEDURES FOR ADDING, DELETING AND/OR ADJUSTING SUPPLEMENTAL POSITIONS NON-ATHLETIC

Introduction

This document is intended to clarify the procedures developed by the administration and the Association during negotiations and Professional Staff Council discussions. It should be noted that any additions, deletions and/or adjustments of supplemental positions would only be made to address current needs of the program.

It is our intent that the steps listed below will help to establish the validity of any such need.

Non-Athletic Positions

In general, these are supplemental positions which do not fall within the parameters of the Athletic positions, including Department Heads. It should be noted that the district promotes the involvement of students outside the school day through programs offered by Chardon Schools' Community Education Program and other community recreation organizations. It is not our intent to expand these opportunities through the creation of school sponsored clubs and organizations which require a supplemental position.

If program needs indicate consideration for change, the following procedure will be implemented:

1. The proposed change will be discussed with the building principal or the appropriate administrator who will give the proposer a Supplemental Position Proposal Form – Non-Athletic (attached) to complete.
2. The completed proposal form should be given to the principal for consideration. The building principal or appropriate administrator will schedule a meeting with the proposer within ten (10) school days of receiving the completed proposal.
3. The proposer will have the opportunity to explain the proposal and otherwise advocate for the change during the meeting with the principal.
4. The building principal or appropriate administrator will either recommend the proposal be forwarded to the Professional Staff Council or deny the proposal. The proposer will be notified of the principal's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting. If the proposal is denied by the principal, the proposer may appeal to the Superintendent or the Association to advance the proposal to Professional Staff Council.
5. If the proposal is advanced to the Professional Staff Council, the Council may choose to invite the proposer, or they may consider the proposal on the merits of

its recommendation by the building principal or appropriate administrator. After private deliberation, they will either recommend that the proposal be forwarded to the Superintendent or deny the proposal. The proposer and the principal will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.

6. If the proposal is forwarded to the Superintendent, the Superintendent may choose to speak with the proposer, or consider the proposal on the merits of the Professional Staff Council recommendation. The Superintendent will either recommend the addition/deletion/adjustment of the supplemental contract position to the Board of Education or deny it. The proposer, the Professional Staff Council and the building principal or appropriate administrator will be notified of the Superintendent's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
7. If the Superintendent recommends the addition/deletion/adjustment of a supplemental position to the Board of Education, the rules and regulations that govern Board of Education meetings and actions will apply to its decision making process.
8. All official actions of the Chardon Board of Education are reflected in its minutes. As a courtesy to the proposer, the Superintendent will also notify the proposer of the Board of Education's final action on the proposal within five (5) school days of that action.

SUPPLEMENTAL POSITION PROPOSAL FORM – NON-ATHLETIC (1 of 2)

Name _____

Date _____

Current Status

Proposal

Rationale

Number of Students Involved

Personnel Needs

Facilities Needs (space and time)

Estimated Cost Breakdown

	Start-up	Ongoing
Personnel	_____	_____
Equipment/Supplies	_____	_____
Fees	_____	_____
Other (list)	_____	_____

TOTAL

SUPPLEMENTAL POSITION PROPOSAL FORM – NON-ATHLETIC (2 of 2)

Disposition of Proposal

1. Meeting with Appropriate Administrator Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

2. Professional Staff Council Meeting Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

3. Superintendent's Decision Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

4. Board of Education's Decision Date _____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

PROCEDURES FOR ADDING, DELETING AND/OR ADJUSTING SUPPLEMENTAL POSITIONS ATHLETIC

Introduction

This document is intended to clarify the procedures developed by the administration and the Association during negotiations and Professional Staff Council discussions. It should be noted that any additions, deletions and/or adjustments of supplemental positions would only be made to address current needs of the program.

It is our intent that the steps listed below will help to establish the validity of any such need.

Athletic Positions – Existing Sport:

In general, these are positions that relate to interscholastic team sports in grades seven (7) through twelve (12) as listed in the current negotiated agreement. If program needs and student enrollment dictate a need for changing the number of coaches in a sport, the following procedure will be implemented:

1. The situation will be brought to the attention of the athletic director for evaluation to determine if an addition/deletion of a coaching position is necessary.
2. Upon determination of need, the athletic director will make a recommendation with a rationale to the building principal.
3. The building principal will make a recommendation to the Superintendent.
4. The Superintendent will make a recommendation to the Board of Education for approval.

Athletic Positions – New Sport:

In general, these are new positions that relate to interscholastic team sports in grades seven (7) through twelve (12) not included in the current negotiated agreement. The following process would be used to propose the inclusion of a new sport in the athletic program:

1. The proposal for a new sport and athletic positions will be discussed with the building principal or athletic director who will give the proposer a Supplemental Position Proposal Form – Athletic (attached) to complete. The proposal will then be scheduled for consideration at the next Building Athletic Council meeting.
2. The completed recommendation form should be given to the principal for distribution to the members of the Building Athletic Council at least five school days before the scheduled meeting.

3. The proposer will have the opportunity to explain the proposal and otherwise advocate for the change at the Building Athletic Council meeting.
4. During private deliberation, the Council will discuss the merits of the proposal and decide whether additional information is needed before a decision can be made.
5. The Council will either recommend the proposal be forwarded to the Executive Athletic Council or deny the proposal. The Executive Athletic Council will consider proposals twice each year. The proposer will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting noted in Step 3.
6. If the proposal is advanced to the Executive Athletic Council, the Council may choose to invite the proposer or they may consider the proposal on the merits of its recommendation by the Building Athletic Council. After private deliberation, they will either recommend the proposal be forwarded to the Professional Staff Council or deny the proposal. The proposer and the Building Athletic Council will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
7. If the proposal is advanced to the Professional Staff Council, the Council may choose to invite the proposer; or they may consider the proposal on the merits of its recommendation by the Executive Athletic Council. After private deliberation, they will either recommend the proposal to the Superintendent or deny the proposal. The proposer, the Building Athletic Council and the Executive Athletic Council will be notified of the committee's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of the meeting.
8. If the proposal is forwarded to the Superintendent, the Superintendent may choose to speak with the proposer, or consider the proposal on the merits of the Professional Staff Council recommendation. The Superintendent will either recommend the addition/deletion/adjustment of the supplemental contract position to the Board of Education or deny it. The proposer, Professional Staff Council, the Executive Athletic Council, and the Building Athletic Council will be notified of the Superintendent's decision (by a copy of the proposal form with decision indicated) within ten (10) school days of receiving the proposal.
9. If the Superintendent recommends the addition/deletion/adjustment of a supplemental position to the Board of Education, the rules and regulations that govern Board of Education meetings and actions will apply to its decision making process.
10. All official actions of the Chardon Board of Education are reflected in its minutes. As a courtesy to the proposer, the Superintendent will also notify the proposer of the Board of Education's final action on the proposal within five (5) school days of that action.

SUPPLEMENTAL POSITION PROPOSAL FORM – ATHLETIC (1 of 2)

Name _____

Date _____

Current Status

Proposal

Rationale

Number of Students Involved

Personnel Needs

Facilities Needs (space and time)

League/Conference Affiliation

Estimated Cost Breakdown

	Start-up	Ongoing
Personnel	_____	_____
Uniforms	_____	_____
Equipment	_____	_____
Referees/Judges/Officials	_____	_____
Fees	_____	_____
Other (list)	_____	_____
<u>Total</u>	_____	_____

SUPPLEMENTAL POSITION PROPOSAL FORM – ATHLETIC (2 of 2)

Disposition of Proposal

1. Building Athletic Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

2. Executive Athletic Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

3. Professional Staff Council Meeting Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

4. Superintendent's Decision Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

5. Board of Education's Decision Date_____

___ Proposal Denied

___ Proposal Forwarded to Next Step

Comments:

EXHIBIT "F"

CHARDON LOCAL SCHOOLS
APPLICATION FOR USE OF
INDIVIDUAL PROFESSIONAL DEVELOPMENT FUND

Name _____ Date _____

Employing Unit _____ S.S.# _____

____ 1. I request a professional leave day for _____
(Date)

Use of a substitute means the total IPDF fund for the year will be \$100.00.

Purpose of Leave:

____ 2. I request reimbursement for professional development expenses:

Reimbursement will be up to the allotted annual maximum or contractual accumulated amount. Attach all receipts and indicate amount below.*

Workshop/Conference Fees _____

College Tuition _____

Professional Books/Journals _____

Membership Fees _____

TOTAL _____

Signature of Employee Date

Signature of Committee Person Date

Principal's Initials _____ Date _____

***Please attach Purchase Order**

* Amounts are \$100.00 per year if a substitute is required; \$200.00 per year if no substitute is required. Either option may be accumulated the entire life of this contract, 2009-2011.

EXHIBIT "G"

**CHARDON LOCAL SCHOOLS
ASSAULT LEAVE FORM
CERTIFIED/LICENSED STAFF**

I hereby request assault leave according to the provisions of O.R.C. 3319.143 and Article 4, Section 4.08, of the Negotiated Agreement.

Name _____

Building and Assignment _____

I certify that my absence on _____
Date(s)

was due to a physical injury or emotional trauma related to an assault which occurred during the course of employment with the Board of Education while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

The Superintendent may require a licensed physician's statement justifying the leave. If attended by a physician, please furnish the following information:

Physician's Name

Physician's Address

Date(s) of Treatment

Employee's Signature (if able)

Date

Principal's Signature

Date

Superintendent's Signature

Date

EXHIBIT "H"

PROCESS FOR PLACING A RESPONSE IN PERSONNEL FILE

1. The employee will be notified when any document is placed in an individual's personnel file.
2. The employee will have thirty (30) calendar days after notification of placement of a document in his/her personnel file to submit a response to be attached.

If it is not possible to submit a response within this time frame, the employee may submit a letter indicating an intent to respond and be granted an additional thirty (30) days.

If necessary, additional time beyond sixty (60) calendar days may be arranged by mutual agreement.

3. The response should state title and date of document being discussed. The response should be as concise as possible and limited to text.

Additional attachments such as photos, portfolios, and other references related to the text may be indicated in the response and held by the employee as additional documentation.

The response will be signed and dated by the employee submitting it.

4. Copies of the response will be presented to the administrator who authored the disputed document and the Superintendent. Since it is hoped this process will enhance communication, a conference to discuss the response with the administrator is encouraged, but not required.
5. The Superintendent will sign and date the response and attach it to the related document before it is placed in the personnel file.
6. Both positive and negative letters from parents/students are not appropriate documents for the personnel file. Employees may note positive letters from parents/students in any response to an evaluation. The original letters should be held by the employee and shared upon request.
7. Refer to the Negotiated Agreement for additional guidelines for personnel file documents.

Professional Staff Council, March, 1997

Implemented beginning with the 1997-98 school year

Timeline does not apply to documents filed prior to September, 1997

EXHIBIT "I"

**Green
Chardon Local Schools
Request for Personal Leave
(Certificated/Licensed Personnel)**

All personnel shall be granted up to three (3) days of non-cumulative leave each year without loss of salary, to attend to affairs which cannot be conducted outside the regular school day. One (1) of the three (3) days will be unrestricted. Restricted personal leave may be used for situations such as religious reasons, necessary and urgent personal business which cannot be scheduled outside the working day, scheduling of an event over which the employee has no control, or other emergency situations. Restricted personal leave shall not be used to extend holidays or recesses; to provide for a vacation, recreation, social, or fraternal function; to engage in or seek other employment; or attend business trips with a spouse (may be requested/approved without pay). When sick leave is applicable to a specific situation, the maximum sick leave permitted must be taken before either restricted or unrestricted personal leave is used.

Application for unrestricted personal leave may be denied on the basis of operational hardship.

In order to administer this policy your request must be submitted through your building principal not less than 72 hours in advance of the requested leave, except in the case of an emergency.

Name _____ Date of request _____

- I. Date personal leave is desired _____
- 2. Restricted _____
- 3. Unrestricted _____

Signature of Principal or Supervisor & date

Signature of Employee & date

Superintendent's Decision

Time available _____

No Time Available _____

Date of review by Superintendent _____

Approved _____

Reason, if rejected _____

Board use only: Principal, Employee, File

**Falsification of this form may result
In suspension or termination of employee's contract**

Certified Personal Leave Form (revised 5/24/2007)