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WILSON COUNTY BOARD OF EDUCATION

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MASTER CONTRACT

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Between

COLUMBIANA EDUCATION ASSOCIATION (CEA)

~ and ~

COLUMBIANA EXEMPTED VILLAGE BOARD OF EDUCATION

July 1, 2011 through June 30, 2013

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ARTICLE I RECOGNITION

The Columbiana Exempted Village Board of Education, hereinafter "Board" or "District" hereby recognizes the Columbiana Education Association OEA/NEA-Local, hereafter the "Association" or "Union" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for a bargaining unit composed of all full-time and part-time certificated/licensed employees teaching or working for the Columbiana Exempted Village School Board, but excluding auxiliary service employees, substitutes, aides, and all management level employees substitutes, or aides as defined in Chapter 4117 Ohio Revised Code. Tutors shall be full bargaining unit members, entitled to the salary, benefits, rights, and privileges as specified in Article X, Paragraph DD. No bargaining unit member or position shall be lost due to the hiring of auxiliary service employees.

The Board recognizes the CEA as the sole and exclusive bargaining agent for any newly created certificated/licensed position in which a certificated/licensed employee is teaching or working for the Board for fifty (50) percent or more of the work week excluding auxiliary service employees, substitutes, aides, and any newly created management level position as defined in Chapter 4117 Ohio Revised Code.

ARTICLE II NEGOTIATION PROCEDURE

SECTION A: INITIATING NEGOTIATIONS

Either party may open negotiations for additions to, deletion of, amendments to, modification of, or termination of this agreement if notice is sent to the representative of the other party (for this purpose, the representative of the Board is the Superintendent and the representative of the CEA is its President) at least sixty (60) days (as used in this agreement "Days" shall mean calendar days unless otherwise specifically noted) and not more than ninety (90) days prior to the scheduled expiration of this agreement or extension thereof. Detailed proposals shall be exchanged at the first bargaining session. Thereafter, no additional items shall be considered unless agreed upon by both parties. By mutual agreement of both parties, negotiations may be conducted using the Interest Based Bargaining process as designed by the Federal Mediation and Conciliation Service (FMCS) or any other process designed as a win-win model. In this case, issues for bargaining will be determined at the initial meeting.

SECTION B: NEGOTIATING

Upon receipt of notice from the other party, the parties shall meet at a mutually agreed upon date, time, and place and shall negotiate in good faith with respect to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of this agreement. The time, place, and date of the next meeting shall be agreed upon prior to the adjournment.

SECTION C: MEMBERSHIP OF NEGOTIATING TEAMS

Each team shall be limited to five (5) members and/or appointees. Each side may have four (4) observers. Neither party shall have any control over the composition of the other party's team.

SECTION D: CLOSING AND PROCESSING OF AGREEMENT

When the respective teams reach or conclude a tentative agreement on all matters before them in negotiations, that tentative agreement shall be reduced to writing, initialed by a representative of both negotiation teams and submitted for consideration to their respective memberships. Upon adoption and approval by both parties, three originals shall be fully signed and executed, with one such original to be retained by the Board, one by the Association, and one to the State Employment Relations Board (SERB). The Board shall file SERB's copy with the State Employment Relations Board.

SECTION E: DISPUTE RESOLUTION

If twenty (20) days prior to the expiration of the agreement, the parties have been unable to reach agreement, FMCS may be requested to provide a mediator to assist in reaching the final settlement. If FMCS will not provide a mediator, the parties will request a mediator from SERB. If SERB is unable to provide a mediator, the parties will otherwise secure an individual to mediate the negotiations. The parties agree that the foregoing dispute resolution procedure shall be exclusive and shall supersede the dispute resolution procedure set forth in O.R.C. 4117.14.

SECTION F: FAILURE OF MEDIATION AND APPLICATION OF SECTION 4117.14(D) (2) OHIO REVISED CODE

In the event that the assistance of mediation is unsuccessful in developing an accord between the parties and producing an agreement and should an agreement not be reached within ten (10) days of the expiration of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14(D) (2) of the Ohio Revised Code.

SECTION G: IN-TERM BARGAINING

1. During the life of the contract, the representative of either party may propose a written memorandum of understanding to adjust contract language in accordance with current conditions. If this provision is to be utilized, the negotiations period shall be a maximum of fourteen (14) calendar days.
2. The representative of the Board is the Superintendent, and the representative of the CEA is the President.
3. Within fourteen (14) calendar days after the written memorandum of understanding is proposed, both sides will mutually agree to the memorandum or current contract language will stand.

ARTICLE III GRIEVANCE PROCEDURE

SECTION A: DEFINITIONS AND GENERAL PROVISIONS

1. A "grievance" is a claim that the Board or its agents have violated, misinterpreted, or misapplied a specific and express term(s) of this written agreement.
2. A "grievant" shall mean the Association or bargaining unit member(s) initiating a grievance.
3. "Days" means calendar days. All time lines shall be calendar days. The maximum length of time at each step shall be fourteen (14) days unless an extension is mutually agreed upon by the parties involved.
4. Failure of the Superintendent or an administrator to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to process the grievance within the time limits shall result in a waiver of the right to proceed further.
5. The grievant shall have the right to Association representation.
6. In the event of a written grievance, a copy of the grievance shall be given to the Superintendent.

SECTION B: PROCEDURE

1. **STEP ONE:** A grievant shall first discuss the grievance with the appropriate building principal. This meeting shall be on an informal basis and be held within fourteen (14) days following the act or condition which is the basis of the grievance.

If after discussing the matter with the building principal, it is determined the grievance is beyond the building principal's power to grant a remedy, the grievance may be submitted directly to the Superintendent and processing of such grievance shall commence at Step Three.

2. **STEP TWO:** If the grievance is not resolved in Step One, the grievant may file a written grievance with the appropriate building principal. If a written grievance is not filed within fourteen (14) days following the Step One meeting, the grievance shall be waived. The written grievance shall be on the grievance form (See Appendix) and shall contain a statement of the facts upon which the grievance is based and a reference to a specific provision of the agreement allegedly violated, misinterpreted, or misapplied. The grievant shall send a copy of the written grievance to the Superintendent. The grievant shall be granted a conference to be conducted within fourteen (14) days after the principal's receipt of the request.

In the event of a grievance involving an individual, the Principal may request, through the Association, to speak with that individual. If the individual agrees, a meeting with the individual, Association Representative, and Principal will take place.

The building Principal shall dispose of the written grievance within fourteen (14) days after the conclusion of the conference. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher, the building representative, and the Superintendent.

3. **STEP THREE:** If the action taken by the building Principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and request a conference with him.

Failure to file such appeal within fourteen (14) days from receipt of the written disposition at Step Two shall constitute a waiver of the right to appeal.

Upon request, a conference shall be conducted by the Superintendent within fourteen (14) days.

In the event of a grievance involving an individual, the Superintendent may request, through the Association, to speak with that individual. If the individual agrees, a meeting with the individual, Association Representative, and Superintendent will take place.

The Superintendent shall dispose of the grievance in writing, with reasons stated, within fourteen (14) days after the conclusion of said conference. Copies of the written disposition shall be sent to the teacher, the Association, and the building principal.

4. **STEP FOUR:** If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education and request a conference before it in executive session.

Failure to file such appeal within fourteen (14) days from receipt of the written disposition at Step Three shall constitute a waiver of the right to appeal.

Upon request, a conference shall be conducted by the Board of Education. Should the Board be unable to arrange a conference within fourteen (14) days, the Board step shall be waived.

The Board of Education shall dispose of the grievance in writing, with reasons stated, within fourteen (14) days after the conclusion of said conference. Copies of the written disposition shall be sent to the teacher, the Association, and the building principal.

5. **STEP FIVE:** If the grievant is not satisfied with the disposition at Step Four, the Association shall notify the Superintendent of its intent to proceed to arbitration within fourteen (14) days after receipt of the Board's written disposition of the grievance. After such notice but prior to formal initiation of the arbitration process through the American Arbitration Association (AAA), the Association may make a written request to the Superintendent that the matter proceed to voluntary grievance mediation utilizing the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) days of receiving the request, the Superintendent will notify the Association President of the Board's decision relative to voluntary participation in grievance mediation. If mediation is agreed to by the parties, no formal request for arbitration will be processed through AAA until after the conclusion of such mediation. If mediation is declined by the Board, the Association may proceed to submit the matter to AAA upon receipt of notice from the Superintendent.

If the grievance is submitted to arbitration, a list of names shall be requested from AAA by the Association, with notification to the Board. The parties shall select an arbitrator in accordance with AAA's Voluntary Labor Arbitration Rules. Either party may request a second list of names. If a second list is requested, the parties shall select an arbitrator in accordance with AAA's Voluntary Labor Arbitration Rules. All other procedures relative to the hearing shall be according to AAA's Voluntary Labor Arbitration Rules.

The arbitrator shall hold the necessary hearing(s) promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented.

The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, Association, and the grievant.

The costs for the arbitrator for all grievances shall be shared equally by the Board and the Association. However, if more than two (2) grievances per year go to arbitration, the costs for the arbitrator shall be paid by the losing party on any grievances beyond the second during that year.

If during the first two years of this contract there are no more than three (3) Association grievances taken to arbitration, then the costs of the arbitrator in all future grievances during the term of this agreement shall be shared equally by the Board and the Association.

ARTICLE IV
ASSOCIATION/MANAGEMENT/INDIVIDUAL RIGHTS

SECTION A: ASSOCIATION RIGHTS:

The Association shall have the following rights as detailed below solely and exclusively of any other rival organization.

1. The Association shall have the right to use all building public address systems for Association meeting announcements.
2. The Association shall have the right to transport mail from one school to another within the district by school mail. The Association has the right to place mail for distribution to staff in mailboxes within individual buildings.
3. The Association shall have the right to use school bulletin boards located within teacher lounge areas. The Association may use a designated space on office bulletin boards.
4. The Association shall have the right to payroll deduction of professional dues.
5. The Board shall send the Association eight (8) copies of the following:
 - a. Notice of all regular and special meetings.
 - b. All Board agendas and addendums.
 - c. Minutes of all regular and special Board meetings.

Notices and agendas for all regular and special meetings shall be delivered to the Association President in the same afternoon as they are delivered to Board members.

6. When routine and regular financial documents that relate to bargaining have been completed, and upon request, one copy shall be sent to the Association.
7. The Association shall be provided with a list of names, addresses, telephone numbers, and building assignments of all professional personnel by October 30th.
8. Use of School Buildings

The Association shall have the right to use, during the term of this Agreement, the school buildings for Association meetings. If such use is desired during hours when a custodian is not on duty, the Association shall pay the cost of necessary custodial services.

9. Use of School Equipment

The Association may reasonably use communication, audio-visual, and technological equipment. The Association may be charged five (5) cents a page for the use of the photocopier. In all cases, the Association will supply all necessary paper products.

10. Transaction of Association Business

Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities.

11. Fair Share Fee

- a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin on the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 15th until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members. Fair share fee deductions shall be in equal installments for ten (10) pay periods.
- b. 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. 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.
- c. The Association agrees to indemnify, defend, and hold harmless the Board against any and all claims that arise out of or are in any way related.

12. Membership Dues

- a. The Board shall provide payroll deduction for the Association's annual dues. Each bargaining unit member shall give written authorization to have Association dues deducted. Once a bargaining unit member has given authorization, the deduction shall continue each year unless the bargaining unit member gives notice of a change. The Association will notify its members by September 30th that this notice of change shall be given to the Treasurer between September 1st and October 15th.
- b. The first paycheck deduction shall start the second pay in October, and continue in equal installments for the next twelve (12) paychecks. Fair share fee payers shall have ten (10) equal installments deducted from their paychecks beginning the first pay period after January 15th.
- c. The Treasurer shall mail the dues deductions to the Association within five (5) days of the payroll deduction unless other arrangements are made with the Association Treasurer or designee.

13. Association Leave

The Association shall be granted ten (10) days leave per school year for representatives to attend Association training meetings. On the first six (6) of these days, the Board will pay the expense of the substitute. For the remaining days, the Board and Association will split the expense of the substitute.

The Association will be responsible for the expenses of the representative(s) at such meetings.

SECTION B: MANAGEMENT RIGHTS

The CEA recognizes the Board as the local elected body statutorily charged with the responsibility to provide and manage public education in the Columbiana Exempted Village School District. Except as specifically limited by this Agreement, and Chapter 4117, Ohio Revised Code, the Board shall exercise its right and authorities to fulfill this responsibility. Among these rights and authorities are the right and authority to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
6. Determine the overall mission of the employer as a unit of government;
7. Determine the adequacy of the work force;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the public employer as a governmental unit.

SECTION C: RIGHTS OF INDIVIDUALS

Recognition of the Association does not abridge the right of any unit member to present his/her individual views and recommendations to the administration and/or Board.

Personally identifiable, confidential information shall not be made public.

ARTICLE V COMMITTEES

SECTION A: BUILDING COMMITTEES

Each building shall maintain its Building Committee for the purpose of improving building communication. This Committee shall meet no later than forty-five (45) days from the start of school on a date mutually agreed to by the building principal and the Association building representative. The Committee shall be composed of the building Principal and three (3) to seven (7) CEA members. Members of the Columbiana Local Association of Support Staff (C.L.A.S.S.) and others may be included as appropriate. Two (2) of these CEA members will also serve on the Labor Management Committee. The CEA members shall be selected by the President, or designee.

Each Building Committee shall meet monthly or as otherwise determined by the Committee throughout the school year, with a written agenda developed jointly. Responsibilities of the Building Committee will include:

1. Establishing guidelines, ground rules and meeting dates at the first meeting of the year.
2. Assisting with the equalization of work load (per Article X, Section F);
3. Establishing the goals and the utilization of professional leave funds (per Article VII, Section E); and
4. Scheduling the frequency and dates of staff meetings (per Article X, Section E).

The committee will attend to issues of concern that relate to that building. The parties can invite FMCS to provide the training required to set up the Building Committee.

SECTION B: LABOR/MANAGEMENT COMMITTEE

1. The Labor/Management Committee shall meet no later than ninety (90) days from the start of school on a date mutually agreed to by the Superintendent and the Association President. This committee shall continue for the purpose of improving communications between the staff and the administration, and to share and explore suggestions subject to the following conditions and provisions as established by Bylaws agreed to by the parties:
 - a. The Committee shall be comprised of the Superintendent, the CEA President, the building principals, and two (2) CEA members from each Building Committee.
 - b. The Bylaws shall establish:
 1. Joint effort
 2. Written ground rules
 3. Direct and active participation by the Superintendent and the CEA President
 4. Use of collaborative problem solving and consensus decision making
 5. A regular meeting schedule
 6. A procedure for establishing a mutually agreed upon agenda for the meetings
 7. The manner in which the results of the meetings will be published
 - c. Notice of meeting dates and the tentative agenda will be posted at least three (3) days prior to the meeting.
 - d. The Bylaws shall be reviewed annually.

- e. Discussions regarding outstanding grievances and/or negotiating changes in current contract language are prohibited.
 - f. Discussions regarding potential grievances and/or interpretation of current contract language are permitted.
2. The parties can invite FMCS to provide the training required to set up the Labor/Management Committee. Training shall be offered. The parties shall set up the Committee as described in part 1a and the provisions described in part 1 must be followed.

SECTION C: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

The Local Professional Development Committee (LPDC) shall oversee and review professional development plans for course work, continuing education units (CEUs), and other equivalent educational activities.

2. Term of Office

The term of office for LPDC members shall be three (3) years. Members may repeat their service on the Committee without interruption. Each Committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in life-long learning.

3. Composition and Selection

- a. The committee shall be comprised of five (5) members as follows: three (3) bargaining unit members and two (2) administrators. A non-voting, resource person may be appointed by the Superintendent, if needed.
- b. The three (3) bargaining unit members shall be appointed by the CEA pursuant to the Association's constitution and by-laws. The bargaining unit members of the committee will be selected to guarantee a representative from each of the K-3, 4-8, and 9-12 grade bands. The district Superintendent shall select the administrative member(s).
- c. In the event of a vacancy, the committee member shall be replaced in accordance with 3b.
- d. The choice of how to operate for decision-making purposes shall be by consensus.
- e. The committee chairperson shall be determined by majority vote of the committee members.

4. Compensation

Bargaining Unit Members (BUMs) who serve on the LPDC shall be compensated at a rate of 3% of the base salary on the supplemental salary schedule for members; the chairperson will receive an additional .5%.

5. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.

6. Meetings

- a. The LPDC shall hold its first meeting before the end of September each school year. Subsequent meeting dates for the current school year shall be established at that first meeting.
- b. The LPDC shall approve all course work and other equivalent educational activities that may provide CEUs for certificated/licensed employees. The LPDC shall establish criteria for acceptable educational activities and course work to be used for license renewal. A professional development handbook containing the criteria for acceptable license renewal activities, guidelines for license renewal, and necessary forms for the professional development process will be made available in electronic format on the school district's website.
- c. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations.
- d. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10(C) or as provided by this negotiated agreement.

7. Appeals Process

Individual bargaining unit members may appeal decisions of the LPDC concerning individual professional development plans, alternative educational activities, or granting of CEUs through the appeals procedure presented in the professional development handbook.

SECTION D: INSURANCE COMMITTEE

A joint insurance committee will be established for the purpose of discussing insurance issues, promoting communication of health insurance information and developing plans or programs to assist in the lowering of claims. The committee will be comprised of at least three (3) President-appointed CEA members and at least two (2) management employees. The schedule of regular meetings and ground rules shall be established at the first meeting.

SECTION E: STUDENT DISCIPLINE COMMITTEE

1. Purpose

A Student Discipline Committee shall be established to develop a district-wide discipline policy by March 1, 2006. The Committee will convene thereafter on an annual basis to review and revise the district's discipline policy.

2. Committee Composition

The Committee shall be comprised of all three (3) building principals and two (2) or three (3) teacher representatives from each building. Parents, students and other representatives may be included as appropriate.

SECTION F: DISTRICT CURRICULUM COMMITTEES

1. Purpose

District Curriculum Committees shall continue to function as advisory bodies to the Board in the areas of Literacy, Math and Technology curriculum.

2. Committee Composition

Each District Committee shall be comprised of Co-Chairpersons, one (1) selected by the Association and one (1) selected by the Superintendent, who will thereafter on an annual basis mutually select two (2) teachers from each of the three (3) buildings. Board Members and the County ESC Consultant will be invited and encouraged to participate in Committee meetings, in addition to others as determined by the Committees.

3. Meetings

Each Committee will meet at least two (2) times per year. Meetings may be scheduled by the Administration during in-service or early release days. When it is determined by the Administration that professional development normally scheduled for in-service or early release days will permit, at least one (1) of the Committee meetings will be scheduled on such a date.

4. Reports

Reports from each Committee will be sent to the Superintendent and shared with the Board of Education at the Board meeting following the Committee meeting(s). Whenever possible, the report to the Superintendent will be provided with sufficient time to allow electronic transmission to Board Members in advance of the Board meeting where the report will be shared.

ARTICLE VI COMPENSATION

SECTION A: SALARIES

1. Effective July 1, 2011, and July 1, 2012, the base salary shall be \$31,824 on the revised salary index.

In the first year of the Contract (2011-2012) bargaining unit members will not move vertically on the salary schedule. In the second year of the Contract (2012-2013), bargaining unit members will resume vertical step movement; however, there will be no recoupment of the lost year of vertical movement (step).

2. Salary index, see each Appendix A schedule.
3. Bargaining unit members will receive a health insurance salary adjustment credit in the amount of \$500.00 payable on a one-time basis in the first payroll in December 2011.

SECTION B: MA + 15 COLUMN

The MA+15 column shall be understood to mean Master's plus 15 semester hours. All hours qualifying a B.U.M. for this column shall be in upper division or graduate courses.

SECTION C: 2 MASTERS/MA +40 COLUMN

The MA+40 heading shall be understood to mean Master's plus 40 semester hours. All hours qualifying a B.U.M. for this column shall be in upper division or graduate courses.

SECTION D: MA + 55, 2 MASTERS +15 OR DOCTORAL COLUMN

The MA +55 heading shall be understood to mean Master's plus 55 semester hours and the 2 Masters +15 shall be understood to mean two Master's degrees plus 15 semester hours. All hours qualifying a B.U.M. for this column shall be in upper division or graduate courses. Bargaining unit members will have until June 30, 2011 to complete course work placing them in this column on the salary schedule, thereafter, no additional members will be placed into the column.

SECTION E: SALARY ADJUSTMENT

A bargaining unit member shall be eligible for salary adjustment upon completion of the number of semester hours as noted in the salary index. When a teacher completes additional semester hours which would qualify the teacher for a higher salary qualification, the Board will authorize salary adjustments.

A grade slip or an official letter of credit from the college or university registrar or an official transcript presented to the Treasurer's office will enable the Treasurer to make the necessary adjustments. However, the unit member must present the official transcript as soon as it is available. With proper notification to the Treasurer, adjustment will be made as follows: (1) Beginning of the school year when the Treasurer has been notified by September 15, (2) Start of second semester when the Treasurer has been notified by the first week of the second semester. All hours qualifying a B.U.M. for salary adjustment shall be in upper division or graduate courses.

SECTION F: SUPPLEMENTAL SALARY PROVISIONS

1. All supplemental positions will automatically be non-renewed on April 30 each year (Board action and subsequent notification are not required). Supplementals will be posted each year. Posting of supplemental positions does not guarantee that such positions will be filled by the Board and each position will be evaluated on an annual basis to determine whether conditions such as sufficient student participation levels exist to support its continuation.

Interested bargaining unit members will be considered for an interview for said position by the Superintendent or designee. The Board may employ from outside the bargaining unit only if there is no better-qualified applicant from within the bargaining unit.

2. Failure to apply for any supplemental contract shall not be sufficient reason for refusal of employment in the system nor shall it be reason for non-renewal of any teaching contract.
3. The Association will receive advanced notice of the creation of any additional supplemental positions and shall have an opportunity to negotiate the salary.
4. Once each year, the Superintendent shall provide a list to the Association President of all supplemental contracts. The list shall include: 1. Position, 2. Individual's name holding said position, 3. Date (Effective date of contract).
5. Supplemental contract payments for positions which are not full year activities shall be paid in the payroll period following that period in which duty is completed and such is certified to the Treasurer by the appropriate principal.
6. Supplemental contract payments for full year activities shall be paid in two installments. The first installment shall be on the second pay date in December. The final payment shall be on the second pay date in June. Final payment shall not be made until after certification of completion of duties is received by the Treasurer.

SECTION G: STRS PICK-UP

The Board agrees, as a condition of employment, to tax shelter employee contributions to the State Teacher's Retirement System (STRS) in accordance with State Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies that the Board will contribute any portion of the employee's share of retirement contributions.

For purposes of this paragraph, total annual salary and salary per pay period of each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary.

A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member as a pickup of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report

for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup.

The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

The pickup shall apply to all payroll payments made after the effective date of this provision.

Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

SECTION H: PAY NOTIFICATION

1. Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal bi-weekly pays through electronic deposit. In years when the calendar would otherwise result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) will result in the pay distribution being one week later than usual. As a courtesy, bargaining unit members will be provided with written notification prior to the end of the preceding school year of the upcoming "skip pay" year. Pay dates shall be established on the Friday following the last day of each pay period.
2. When school is not in session, pay notification shall be mailed no later than Wednesday preceding the pay date. Pay notification will be mailed to the address on file with the Treasurer's office. Effective August 1, 2009 all pay notification will be provided electronically to a bargaining unit member's school e-mail account and/or other authorized account.
3. If a legal holiday falls on the payroll date, pay notifications will be distributed on Thursday if school is in session; otherwise, they will be handled in the same manner as when school is not in session.

SECTION I: PAY CHECK STUB

All bargaining unit members shall have at least the following applicable information on their pay notification information (amounts stated for current pay period and cumulative): City, State, Federal Income Tax, STRS, Sick Days, and Personal Days.

SECTION J: PLAYGROUND AND LUNCH DUTY PAY

Playground and lunch duty may be assigned as duties when necessary. When the schedule does not allow for sufficient coverage through assignment of duties, BUMs will be given the opportunity to voluntarily forego their preparation time or lunch period to cover said duties. Teachers choosing to give up their preparation period or lunch time to serve playground and lunch duty shall be paid at the rate of \$12.00 per duty.

At least two (2) staff members (Not necessarily bargaining unit members) will be available for each lunch period for cafeteria and/or other duty at the elementary and middle school levels. Payment for such supplemental contracts will be made in the pay period following that in which the duties are performed and time sheets are submitted to the Treasurer's office.

SECTION K: ATTENDANCE OF CHILDREN OF NON-RESIDENT BARGAINING UNIT MEMBERS

The children of full-time, non-District resident teachers may attend the District on a tuition free basis, consistent with Ohio Revised Code Section 3313.64(F) (8) – open enrollment. Should open enrollment cease to exist as an available attendance option for the District, bargaining unit members who live outside the District and elect to enroll their children in the District will not be required to pay tuition.

SECTION L: SEVERANCE PAY

The Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's pay at retirement by the total number of accumulated unused sick leave days. This amount shall be paid in a lump sum to the retiree within two and one half (2 ½) months following the effective date of retirement (i.e., if the effective date of retirement is June 1st, the severance will be paid no later than August 15th).

The Board shall grant severance retirement pay only to those bargaining unit members who have at least five years of bargaining unit service with the Board prior to their retirement so long as they have not previously retired under a public retirement system.

Severance retirement pay shall be determined by multiplying the member's daily rate of pay at his/her retirement by the total days of accumulated unused sick leave days. This amount, subject to the limitations set forth below, shall be paid in a lump sum.

The maximum payment which may be made under this agreement may be one-fourth (1/4) of all accumulated sick leave, but in no case to exceed a maximum of thirty (30) days except as provided below:

If the bargaining unit member has ten (10) years bargaining unit experience in the district, he/she may be eligible for increased severance pay according to the following schedule:

26-27 years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 55 days severance pay;

28-29 years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 65 days severance pay;

30 + years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 70 days of severance pay.

A bargaining unit member who, upon retirement, has used fewer than four (4) days of sick and/or personal leave in their last complete school year (or full calendar year for those retiring before the end of a school year) shall be paid for an additional ten (10) days of accumulated sick leave. Unpaid leave (dock days) reduce the number of days of sick/personal leave in this calculation. For example, if a bargaining unit member takes one (1) day unpaid leave, for any reason, he/she would have to use less than three (3) days of sick and/or personal leave to qualify for this incentive.

A bargaining unit member who, upon retirement, has reached the maximum accumulation allowed under article VII (Sick Leave), Section A, Number 7, shall be paid for an additional ten (10) days of accumulated sick leave. For a bargaining unit member who reaches the maximum before or during their final year of employment, usage of up to fifteen (15) days in the final year will not be counted against the maximum for calculation of this incentive.

A bargaining unit member who retires under STRS guidelines shall be paid for an additional fifteen (15) days of accumulated sick leave provided that notification of retirement is received by the Board at least 4 months prior to the retirement date.

The daily rate of pay shall be determined by dividing the number of contract days into the total annual salary (exclusive of extra pay or supplemental contracts) of the bargaining unit member.

Payment under this section shall be made upon certification of approval of either service retirement or disability retirement benefits by the State Teachers' Retirement System provided, however, that the retirement be effected within one (1) calendar year of the last day of active service.

Except where specifically stated, the term "year" as used in this section shall mean at least one hundred twenty (120) days of service in a school district under a teaching contract.

Payment of severance in Columbiana Schools or any other district shall eliminate all accumulated sick leave at the time of payment.

On the effective date of resignation of a bargaining unit member, for purposes of retirement or otherwise, all compensation due and owing will be paid in the payroll that includes the effective date of resignation and participation in the District's health care insurance coverage(s) will cease as of that date.

SECTION M: PROFESSIONAL DEVELOPMENT REIMBURSEMENT

The Board agrees to provide \$10,000 for each school year during the term of this contract for the purpose of reimbursement of the actual cost for tuition from an accredited college or university. The reimbursement rate will be set at the actual cost paid by the bargaining unit members. Actual utilization during any July to June period shall determine the percentage of payment due to bargaining unit members requesting reimbursement. All monies not expended in the current year, after 100% reimbursement, will not be carried over to the next year's balance.

Each eligible bargaining unit member shall be reimbursed for credit under this policy upon submission to the Superintendent of evidence of the completion of the courses.

Requests for reimbursement for a yearly benefit period must be filed with proper documentation to the Superintendent by June 30, of the benefit period. Reimbursement for the yearly benefit period shall be paid by July 31, following the close of the benefit period.

All hours taken by bargaining unit members under this policy shall be limited to those for certification or licensure purposes (first masters, 6 semester hours per five year licensure cycle, renewal, or upgrade). Credit hours earned for which the bargaining unit member was paid a stipend for attendance and/or was paid for a regular work day are not eligible for reimbursement.

If a bargaining unit member has a question as to whether a course will be reimbursed under this policy he/she should contact the LPDC before taking said course.

All approvals or denials by the LPDC shall be in writing.

The LPDC will determine eligibility for reimbursement and provide the necessary information to the Treasurer's office by July 15th of each year for processing of payments.

SECTION N: EXTRA-PERIOD TEACHING PAY

When a bargaining unit member agrees to cover for an absent teacher, he/she shall be paid fifteen dollars (\$15.00) per period. The bargaining unit member has the option of teaching the subject matter of the absent teacher, teaching another subject, or simply providing supervision of the students. Subject to the approval of the building principal, a bargaining unit member may agree to cover for another without compensation.

SECTION O: MILEAGE

The Board shall pay the current IRS rate for authorized automobile travel. For mileage expenses that total less than twenty-five dollars (\$25.00), payment shall be made twice per year (by December 15th and by June 30th). Expenses in excess of twenty-five dollars (\$25.00) will be paid as submitted.

SECTION P: EXTENDED TIME

All extended time shall be paid at the per-diem rate of the teacher. As used in this section "extended time" shall mean the time paid on a supplemental contract that is a continuation of regularly assigned program duties. This shall not apply to other supplemental contracts.

SECTION Q: PAYROLL DEDUCTIONS

The following payroll deductions shall be available.

1. Insurance
2. Educator's Mutual
3. Credit Union
4. Annuities provided there is a 5% showing of interest
5. Professional Dues
6. Ohio Tuition Trust
7. CAFSA (Columbiana Alumni and Friends Scholarship Association)

The initial enrollment for credit union deductions shall take place no later than the first pay of the school year or within the first pay period of employment.

Changes in deductions may occur no more than once per school year.

SECTION R: SPECIAL EDUCATION IEPs

Bargaining unit members (BUMs) who are responsible for writing Individual Educational Plans (IEPs) shall be granted one professional leave day for each 16 IEPs or fraction thereof (additional days will be granted based on the fraction of 16 rounded up to the nearest ½ day) each year for that purpose.

ARTICLE VII LEAVES

SECTION A: SICK LEAVE

1. Each unit member shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 1/4) days per month and at a maximum of fifteen (15) days per year.
2. Any unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.
3. A bargaining unit member may use sick leave for absence due to personal illness, injury, pregnancy (use of sick leave after birth is limited to 6 weeks or when released to return to work by doctor, whichever is later), exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the unit member. Unit members granted such leave shall be replaced by a substitute teacher when possible.
4. Immediate family for the purposes of this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or legal guardians.
5. The use of sick leave is subject to Section 3319.141 O.R.C. The basis for computing a day's pay shall be the unit member's annual base pay divided by the number of his/her work days in the school year.
6. Should a unit member have less than five (5) days of accumulated sick leave available at the beginning of a school year and have a sick leave absence in excess of the available accumulation, such unit member will be advanced the difference between his/her accumulated sick leave and five days. Any sick leave days so advanced will be charged against the unit member's subsequently accumulated sick leave.
7. Sick leave accumulation shall be limited to three hundred (300) days.

SECTION B: BEREAVEMENT LEAVE

Members of the bargaining unit shall be entitled to bereavement leave. The leave is intended for use upon death of non-family members with close ties to the bargaining unit member.

Said leave shall be limited to two (2) days per incident, not to exceed three (3) days per year. Days are to be charged against sick leave.

Additional leave may be granted and charged against personal leave.

An obituary notice may be required.

SECTION C: PERSONAL LEAVE

1. Bargaining unit members shall be granted three (3) non-cumulative days of personal leave annually without loss of pay. One of these days may be attached to a holiday or school break/recess if necessary. Except in cases of urgent necessity, application for such leave shall be made in writing to the building principal at least three (3) days prior to the beginning of such leave.

2. Additional days of personal leave may be granted at the discretion of the Superintendent in the case of an emergency (e.g., catastrophic illness). The bargaining unit member shall be required to notify the Superintendent as to the nature of the emergency in order to be considered for additional days. All information pertaining to such emergency situations shall remain confidential.
3. Personal leave shall be granted to conduct personal or business affairs that cannot be taken care of outside the regular school day. Personal leave shall not be authorized for participating in gainful employment.
4. Personal leave shall not be used in lieu of sick leave unless and until the unit member has exhausted his/her accumulated sick leave and any advance of sick leave made pursuant to Article VI, Section (A)(6). Personal leave days shall not be deducted from the bargaining unit member's sick leave.
5. No more than ten percent (10%) of the unit members in any building shall be granted personal leave at the same time. Fractions shall be rounded to the next whole number.

Upon approval of the building principal, the ten percent (10%) limitation may be waived. Fraudulent use of personal leave shall result in disciplinary action as may be deemed appropriate.

6. All unused personal leave days shall be converted to sick leave at the end of the school year.

SECTION D: ASSAULT LEAVE

1. A bargaining unit member who is absent due to a physical or mental disability (doctor's certificate required) resulting from a physical assault on the teacher which occurs in the normal course of Board employment shall be entitled to assault leave in accordance with Ohio Revised Code 3319.143.
2. A statement to the Superintendent will indicate the nature of the injury, the date of the occurrence, the identity, if known, of the individual(s) causing the assault, and the facts surrounding the assault.
3. If medical attention is required, the unit member shall, upon request, supply a certificate from a physician stating the nature of the disability and its anticipated duration. The leave shall be granted for up to thirty-five (35) days. While on assault leave, the teacher will receive full pay, less any worker's compensation he or she receives, and fringe benefits as though he or she were actively employed.

SECTION E: PROFESSIONAL LEAVE

1. Each bargaining unit member may be granted paid professional leave for professional meetings, clinics, school visitation, workshops, or student related activities as approved by the Superintendent. For form, see Appendix D. Payment shall not exceed as approved on the professional leave form.
2. The Board shall pay upon proper documentation, the bargaining unit member's registration, transportation, lodging and meals associated with such approved leave within two weeks of the presentation of proper documentation if the expenses total at least twenty-five dollars (\$25.00). Payment for lodging shall be limited to the maximum established by the Board. Payment for meals will be limited to one meal per day at a maximum of twenty dollars (\$20.00) if all eligibility requirements are met under IRS regulations that permit a non-taxable meal reimbursement. For a meal to be non-taxable, an overnight stay must be approved and the meal can not be included in the cost of the conference or hotel. Also, a detailed receipt must be provided. For expenses

that total less than twenty-five dollars (\$25.00), payment will be made twice per year (by December 15th and by June 30th). Expenses in excess of twenty-five dollars (\$25.00) will be paid as submitted.

SECTION F: PARENTAL LEAVE

1. Parental leave is absence from school without pay, by a teacher for childbearing, childrearing (within the first two years after birth or adoption), or adoption purposes. A teacher who desires a parental leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave or shall, if after the birth of the child, commence the day on which the bargaining unit member could return to his/her duties (6 weeks after the birth or when released to return to work by doctor, whichever is later or upon exhaustion of sick leave if prior to 6 weeks).

This notification shall be in writing and shall indicate the actual date, if possible, for commencement of the leave. In emergency situations, the thirty (30) days shall be waived.

2. A bargaining unit member with two or more years bargaining unit experience shall have the option of extending parental leave through the quarter or semester in which the leave begins, or the remainder of the school year. If additional leave is needed, the teacher must take all of the following school year.
3. A bargaining unit member with less than two years bargaining unit experience shall have the option of extending parental leave through the quarter or semester in which the leave begins, or the remainder of the school year.
4. Teachers who have requested and been granted parental leaves of absence shall notify the Superintendent of their intention, in writing, to return from such leaves for the succeeding year not later than April 1.
5. While on unpaid parental leave, bargaining unit members are entitled to paid insurance coverage for a minimum of nine weeks. In the event expiration occurs within a grade period, coverage will extend to the end of that period. Any bargaining unit member wishing to maintain insurance coverage must make appropriate COBRA payments not later than the 1st month after expiration of previous stipulations.

SECTION G: COURT DUTY LEAVE

A member of the bargaining unit appearing as a juror or a witness subpoenaed for a court hearing shall be granted all necessary leave. Such leave shall be with pay.

SECTION H: MEDICAL LEAVE

Upon proper documentation, medical leave shall be granted, upon request, to any bargaining unit member, subsequent to the use of sick leave, for serious illness of the bargaining unit member. Such leave shall be without pay and shall not exceed two (2) full years. The Board shall continue to pay all benefits of bargaining unit members to the extent required under FMLA.

While on unpaid medical leave, bargaining unit members are entitled to paid insurance coverage for a minimum of nine weeks. In the event expiration occurs within a grade period, coverage will extend to the end of that period. Any bargaining unit member wishing to maintain insurance coverage must make appropriate COBRA payments not later than the 1st month after expiration of previous stipulations.

SECTION I: SABBATICAL LEAVE

A bargaining unit member who has completed five years of service with the Board may request a leave of absence with part pay.

Such leave must be for a complete school year. The unit member shall submit to the Superintendent for approval a plan for professional growth prior to consideration of the request by the Board and Superintendent. At the conclusion of the leave, the unit member shall provide evidence that the plan was followed. The unit member must return to the school district at the end of the leave for a period of at least one year.

Such a unit member granted a leave shall be paid the difference between the substitute's pay and the unit member's expected salary.

While on sabbatical leave, bargaining unit members wishing to maintain insurance coverage must make appropriate COBRA payments not later than the completion of the first month of such leave.

Use of sabbatical leave shall be subject to the restrictions set forth in Section 3319.131.

SECTION J: OTHER LEAVES

At their written request, bargaining unit members may be granted leave without pay, upon the recommendation of their building principal or immediate supervisor, at the discretion of the Superintendent. Such an absence shall not be considered an unauthorized absence.

Nothing herein shall be considered to create an expectation that such unpaid leave will be granted.

While on leave, bargaining unit members wishing to maintain insurance coverage must make appropriate COBRA payments not later than the completion of the first month of such leave.

SECTION K: FAMILY MEDICAL LEAVE ACT LEAVE (FMLA)

In accordance with Federal law, bargaining unit members will be entitled to up to twelve (12) weeks of Family and Medical leave per Board policy 3430.01.

ARTICLE VIII BENEFITS

SECTION A: INSURANCES (A SUMMARY OF BENEFITS WILL BE MADE AVAILABLE ONLINE)

Life Insurance

The Board shall provide each member of the bargaining unit with thirty thousand dollars (\$30,000) term life insurance with double indemnity for AD & D, subject to the provisions of the Board's group life insurance policy. Bargaining unit members that exceed age limitations may be subject to benefit reduction.

Hospitalization/Major Medical

The Board shall provide single person and family hospitalization, medical and major medical coverage for all full-time unit members. The Board will pay a percentage (%) of premium for part-time unit member's equivalent to their FTE less the employee contribution amount with the part-time unit member picking up the balance.

The Board will pay its proportionate cost of the premium for one (1) family health care plan or two (2) single health care plans for any married couple when both are employees of this Board. The health care plan shall include coverage for hospitalization/major medical, prescription, vision, and dental care.

Eligible dependents are covered to age 19 years or 23 years, if dependent upon bargaining unit member for support and a regular one-half (1/2) time or more student. Dependents that are eligible under state or federal law that fall outside of this criteria may be covered under the plan with the bargaining unit member paying the full cost of such coverage.

SPOUSAL COVERAGE

Dependent spouses must first utilize their employer/retirement benefit plans if coverage is available to them at any cost. A spouse must elect coverage through his/her employment/retirement as follows:

If the spouse of a Plan Participant is eligible through an employer or retirement system that provides employee benefits (health care and prescription drugs) for either single or family coverage said spouse must apply for and accept such coverage. The spouse must apply for the appropriate level of coverage, single or family, if the family has dependent children. Failure to obtain such coverage shall result in the Board providing only secondary coverage for the eligible spouse and/or dependent children. Processing rules for dependent children shall follow normal COB provisions. If a spouse's plan does not have prescription drug coverage, upon verification from the spouse's employer, the bargaining unit member may enroll in family coverage; however, such coverage will be secondary for the spouse and dependent children if applicable under COB provisions (the bargaining unit member will make contributions in accordance with this contract).

If a plan is available and the bargaining unit member's spouse and/or dependent children are not enrolled in it, the bargaining unit member must pay an additional one hundred and twenty-five dollars (\$125.00) in the 2011-12 year and one hundred fifty dollars (\$150.00) in the 2012-13 year each month that he/she is not enrolled. This provision will go into effect July 1, 2011. The bargaining unit member must provide proof from the spouse's employer that they are enrolled. If coverage is not available, the bargaining unit member must provide a statement from the spouse's employer stating that coverage is not available. A bargaining unit member who does not provide proof of coverage or a statement that coverage is not available will be charged the one hundred and twenty-five dollars (\$125.00) in the 2011-12 year and one hundred fifty dollars (\$150.00) in the 2012-13 year per month until the documentation is

received. The deduction will be stopped in the month that the documentation is received and no refund will be given for prior months' deductions.

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse or dependent children. Failure to provide timely notification may jeopardize coverage.

MEDICARE

A bargaining unit member or his/her spouse who becomes eligible for Medicare must enroll under Medicare Part A and/or Part B.

CONTRIBUTIONS

All bargaining unit members shall contribute ten percent (10%) per month towards their monthly premiums for all lines of coverage. Deduction will begin on the first payroll date in July. Any increases in contributions will become effective the first pay date in July.

OPTING OUT

A bargaining unit member can elect to opt out of all coverage, Prescription, Dental or Vision. A bargaining unit member cannot elect Prescription coverage without Hospitalization, but can elect Hospitalization without Prescription.

Any bargaining unit member eligible for health insurance paid for by the Board who elects not to enroll and/or participate in the hospitalization and prescription program will be paid a cash bonus of one thousand dollars (\$1000.00) per year. Each bargaining unit member electing the cash bonus plan must declare his/her intent not to participate and remain off the plan for one full year from September 1 through August 31. The cash payment will be made with the second payroll in September each year for the prior year. To be eligible for payment, the bargaining unit member must provide proof of coverage elsewhere. This payment does not apply to spouses who work with in the district.

If a bargaining unit member elects to opt out one year, he/she may rejoin the group insurance coverage effective January 1 of the following year in accordance with open enrollment provisions in the employee benefit plan. Advance written notice must be provided during the month of December to the Treasurer. Any bargaining unit member who elects to opt out but later loses coverage under another plan will be eligible to apply for enrollment in the district's insurance plans in accordance with the special enrollment provisions in the employee benefit plan. In this case, the cash bonus will not be paid.

Dental

The Board shall provide all unit members with single or family dental coverage. The bargaining unit member shall have the option of selecting single or family coverage. Bargaining unit members who opt-out of medical/prescription may elect dental coverage by making the required contribution.

Optical Insurance

The Board shall provide group optical insurance coverage for all unit members. At the option of the employee, the optical coverage shall be either family or single coverage. Bargaining unit members who opt-out of medical/prescription may elect optical coverage by making the required contribution.

SECTION B: CHANGE IN CARRIER

The Board shall have the right to change carriers during the term of this Agreement so long as the coverage is at least equal to or greater than provided for by the predecessor carrier.

SECTION C: BENEFITS WHILE ON APPROVED LEAVE OF ABSENCE

The Board shall continue to carry on payroll all unit members who are on approved leave of absence if qualified. A bargaining unit member who is in an active pay status (i.e., using sick leave) will be covered the same as if actively at work. A bargaining unit member who is in an inactive pay status (i.e., unpaid leave time) will be offered COBRA as required by law when paid benefits cease. For any months for which benefits are being paid by the Board, the unit member shall make the same contribution towards their premium that actively employed bargaining unit members (BUMs) make. Said unit members shall make payment in an initial lump sum or on a month-to-month basis at his/her option.

ARTICLE IX JOB SECURITY

SECTION A: GENERAL PROVISION

The Board and the Association agree that Section (B) Teacher Evaluation, Section (D) Fair Dismissal (Non-Renewal) shall supersede those provisions in O. R. C. 3319.11 and 3319.111 that refer to teacher evaluation and the non-renewal of a limited contract employee.

SECTION B: TEACHER EVALUATION

1. A formal teacher evaluation shall consist of two (2) observation sessions conducted by the building principal of at least thirty (30) minutes each. Returning the following day to observe the continuation or conclusion of a lesson or project shall not count as separate observations.
2. A pre-observation conference shall be conducted within five (5) days of the first observation. During this conference the teacher shall provide evidence that demonstrates (a) planning to meet academic standards, (b) student assessment strategies, (c) establishing positive learning environments, (d) developing professionalism, and (e) instructional strategies that promote higher level thinking skills. Pre-observation conferences shall not be required for subsequent observations during the same school year unless deficiencies are identified during the previous observations. The requirement for additional pre-observation conferences shall be noted by the evaluator on the observation.
3. Copies of completed observation forms will be sent to the teacher within five (5) work days of each observation. Should a post-observation conference be deemed necessary by the building principal or teacher, the conference shall be held within seven (7) work days after the observation was completed.
4. A post-observation conference shall be held between the teacher and the administrator who conducts the observation within ten (10) work days after completion of each classroom observation in an evaluation cycle. During the conference, the administrator shall provide and review his/her written reports covering the classroom observation. The report will cover all areas observed by the evaluator and will include comments as may be applicable to both the strengths and weaknesses of the teacher. The final evaluation will be delivered after the second post-observation conference.

The report shall be made in triplicate, with one (1) copy to be provided to the teacher, one (1) copy to be retained by the administrator who made the evaluation, and one (1) copy to be filed in the office of the Superintendent.

Each copy will be signed by the teacher, thereby acknowledging that the teacher is aware of the contents thereof. Any teacher who differs with the findings and conclusions set forth in the written report may respond to the report in a written reply. The reply as submitted by the teacher shall be filed with the evaluation report and shall become part of the evaluation record.

5. Teachers on continuing contracts will be evaluated at least once every three (3) years. Teachers on limited contracts shall be evaluated a minimum of two (2) times per school year. The first evaluation cycle shall be completed before January 31st. The second evaluation cycle shall be conducted between February 1 and April 1 unless a previously noted deficiency necessitates an earlier second evaluation cycle.

In the case where no deficiencies are noted during the first evaluation cycle of a school year the building principal may, at his/her discretion, complete the second written evaluation based on a single thirty (30) minute observation session. However, under no circumstances may a teacher be recommended for non-renewal at the end of a school year based on evaluation data if fewer

than two (2) evaluations comprised of two (2) thirty (30) minute observation sessions each have been performed during that year.

6. In those instances where the written evaluation sets forth performance deficiencies, an opportunity to undertake corrective action and recommendations for improvement will be provided to the teacher. An action plan delineating the actions to be taken and methods of evaluating successful completion of the plan shall be developed by the teacher in concert with the building principal. The teacher may have Association representation during action planning at his/her request.
7. The principal will notify the bargaining unit member that a performance observation will take place within the next (7) work days. At least one (1) observation session per year may be unannounced.
8. All observations to evaluate a teacher on Domain B (Establishing a Learning Environment) or Domain C (Teaching in the Classroom) shall be conducted openly and with the full knowledge and awareness of the teacher. The Association and bargaining unit members recognize that evidence associated with evaluating Domain A (Planning for Instruction) and Domain D (Professionalism) may be gleaned from general and informal observation of the teacher in the entire professional setting. Evaluation on these domains is, therefore, not limited to evidence found only within the classroom setting. The teacher, however, will not be evaluated on any domain based on activities beyond the professional setting nor based on hearsay.
9. No teacher shall be evaluated on his/her classroom performance without observations of his/her classroom work.
10. Unit members assigned to more than one building shall not be formally evaluated more total times per year than other bargaining unit members of like contract status.

SECTION C: DISCIPLINE

1. A meeting with a member of the bargaining unit, by an administrator, for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said bargaining unit member, shall, upon request of the bargaining unit member, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action. Adequate notice of such a meeting shall be given to the unit member to select an Association member.
2. Any employee disciplinary action taken shall be progressive, when practicable, and be dependent upon the seriousness of the action and the bargaining unit member's work record. The discipline shall include: warning, written reprimand, probation, reassignment and/or transfer, suspension without pay (3 days or less), and discharge.
3. Disciplinary action relating to supplemental contract duties will be considered aside from disciplinary action that is related to a teaching position, depending upon the seriousness of the action and the bargaining unit member's work record.

SECTION D: FAIR DISMISSAL (NON-RENEWAL)

1. In the event of an anticipated non-renewal, the building principal shall meet with the bargaining unit member, and notify the bargaining unit member of a possible non-renewal. This notice shall apply to those bargaining unit members who have been in the district for more than two years. This meeting will occur not later than March 15th. The bargaining unit member will be presented with a written summation (copy to the CEA President) specifying those deficiencies in his/her performance that warrant a non-renewal recommendation. In addition, copies of all Teacher

Evaluation Report forms for that school year and other relevant communications will be supplied to the bargaining unit member.

2. A bargaining unit member so informed may request, in writing to the Superintendent, a joint review of the circumstances contributing to this action.

The written request for a joint review conference must be filed with the Superintendent within seven (7) calendar days of the initial conference. The joint review conference to discuss the allegations shall be attended by the bargaining unit member, the bargaining unit member's Association representative(s), the bargaining unit member's principal, and the Superintendent. Said conference shall be held no sooner than seven (7) days or later than fourteen (14) days following the bargaining unit member's request for a meeting. This meeting will take place prior to any official action by the Board.

3. If the Superintendent is going to recommend to the Board a non-renewal, the affected bargaining unit member has the right to a hearing before the Board within fourteen (14) days and prior to any non-renewal action of the Board. When a bargaining unit member elects to have a hearing with the Board, the bargaining unit member, within seven (7) days of receipt of the Superintendent's statement of non-renewal, shall give notice to the Treasurer. Within seven (7) days of the request, the Treasurer shall notify the bargaining unit member and the Association of the hearing date. The bargaining unit member shall have the right to union representation at the hearing and the right to have a hearing in executive session.
4. The Board shall act on the non-renewal recommendation prior to April 30th and notice of the action of the Board shall be given to the bargaining unit member and Association on or before April 30th. If a representative of the Board is unable to deliver any notice required in the above procedure directly to the teacher, then delivery of a copy of such notice to an officer of the Association shall be considered as having satisfied the delivery requirement of this procedure.
5. In the case of immediate suspension, the written notice of allegations shall be presented to the bargaining unit member within twenty-four (24) hours following the suspension and the conference shall be held as expeditiously as possible.
6. No bargaining unit member shall be reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential.
7. Nothing herein shall be construed to deny any individual their right to counsel or right to pursue other legal remedies.
8. For those bargaining unit members who have been employed by the Board for less than two full years, non-renewal may occur upon written notification of the Board's intention not to renew on or before April 30th.

SECTION E: JUST CAUSE

No member of the bargaining unit shall be disciplined, demoted, suspended, or reduced in rank or compensation without just cause.

SECTION F: GRANTING OF TEACHER CONTRACTS

The following procedures as adopted by the Board will be used to grant teaching contracts:

1. Two one-year contracts and then a three-year contract.
2. A unit member may elect to receive a one-year contract in lieu of a three-year contract.
3. A unit member on a three-year contract, eligible for a continuing contract, will be considered the following April for the continuing contract. The teacher must inform the Building Principal, with a copy to the Superintendent, in writing of their eligibility by the first week of November in the school year in which the teacher becomes eligible. Continuing status shall be granted in accordance with O.R.C. §3319.11. The continuing status will become effective immediately. Failure to provide notification will waive eligibility until April of the following year.
4. All years of experience as a bargaining unit member with the Board will be recognized in the issuance of multi-year contracts.

SECTION G: SENIORITY

1. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position that is not a supplemental position.

Length of continuous service shall not be interrupted or affected by Board authorized leaves of absence.

Tutors who have been or will be hired for bargaining unit positions shall be placed on the seniority list according to their hire date as tutors. This provision shall be retroactive to July 1980.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

The bargaining unit member with the first date worked; then,

The bargaining unit member with the earliest date of employment (date of hire); then,

By the date of their application for their bargaining unit position (this provision shall only apply to staff members hired on or before June 30, 2001); then,

The bargaining unit member with the highest educational level (i.e., BA, 150 Hours, MA, etc.) at the time of hire. (This provision shall only apply to staff members hired after June 30, 2001); then,

By lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Union representative.

3. Super seniority

For layoff purposes only, bargaining unit members employed under continuing contract shall have greater seniority than bargaining unit members employed under limited contract.

4. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the employer.

5. Posting of Seniority List

The seniority list shall be posted annually, by May 10th of each work year. The Employer shall prepare a seniority list indicating the first date worked, the date of Employer resolution to hire, area of certification, and the contract status (limited or continuing of each bargaining unit member). Said list shall be provided to the Union president on or before the date of posting.

The names of bargaining unit members on the seniority list shall appear in seniority rank order with the name of the most senior bargaining unit member appearing at the top of the listing and the name of the least senior bargaining unit member appearing at the bottom of the listing.

The names of the bargaining unit members shall be included on the listing for all areas of current Ohio certification. Bargaining unit member must notify Superintendent of certification prior to list being posted.

A copy of this list shall be mailed to any teachers on a leave of absence.

6. Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent or his/her designee, in writing, of any inaccuracies which affect his/her seniority.

The Superintendent or his/her designee shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated list immediately.

No protests shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

Should there be a question as a result of the reposting; the aforementioned procedure shall be followed until all questions are resolved.

SECTION H: REDUCTION IN FORCE

- 1 The Board may implement a layoff for any of the reasons authorized by Section 3319.17 O.R.C. or for a lack of funds. In so doing, the Board shall lay off unit members by suspending contracts of such unit members in accordance with the provisions of this procedure.

"Decreased enrollment of pupils" shall include loss of enrollment in specific instructional programs.

2. The Board may reduce the force of the bargaining unit at any time during the term of this agreement through attrition.

3. Attrition and Suspension

- a. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign, whose contracts are terminated, or whose contracts are non-renewed. Non-renewal of contracts shall not be used to affect the layoff.
- b. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspensions shall mean that a unit member shall be placed in an inactive state of employment from an active state of employment.

4. Procedure for Layoff

- a. At least fourteen (14) days preceding the date of implementation, the CEA President shall be notified in writing of the Board's intent to implement a layoff.
- b. At least fourteen (14) days prior to Board action on layoff, a meeting shall be held between representatives of the CEA and representatives of the Board to review appropriate data and discuss the layoff. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification and a list of unit members to be laid off.
- c. A layoff may occur at any time. In the event of an impending layoff, a good-faith effort will be made by the Board to orally notify the affected bargaining unit member as soon as is feasible.
- d. All unit members that the Board plans to lay off shall receive written notification by certified mail at least fourteen (14) days prior to Board action that his/her employment shall be suspended and the notice shall state the reason for such suspension.

5. Seniority and Certification

- a. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
- b. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - 1. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - 2. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.

6. Procedure for Recall

- a. All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for three (3) years, unless tenured, in which case length of time on the list is unlimited.
- b. Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.
- c. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

- d. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
- e. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position.

The Board shall reinstate that unit member indicating availability and desire for such position who has the greatest seniority. If the unit member fails to notify the Board within the specified period of time, or if the unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the district.

- f. No teachers new to the district shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
- g. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list.

Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.

- h. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
- i. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
- j. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

SECTION I: FILING AND MAINTENANCE OF CERTIFICATION/LICENSURE

1. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education (ODE) within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.
2. As a condition of employment, all teachers must keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.
3. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate certification/licensure.

4. Criminal Records Check – All employees

The Board will provide an opportunity to get a BCI/FBI check one day each year. Bargaining unit members who need the BCI/FBI check for continued employment may schedule their check on that day at no cost to the employee.

Any person who is the subject of a criminal records check under O.R.C. §3319.39 and has been convicted of or pleaded guilty to any offence described in division (B) (1) of §3319.39 of the Ohio Revised Code shall not be hired or shall be released from employment, as applicable, unless the person meets the rehabilitation standards adopted by the department under division (E) of that section.

ARTICLE X TERMS AND CONDITIONS

SECTION A: PERSONNEL RECORD FILE

1. There will be established and maintained one (1) official personnel record file on certificated/licensed bargaining unit members. This file will be maintained in the central office.
2. Any bargaining unit member shall have the opportunity to read any material before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
3. Teachers shall be informed of any complaint by a parent and/or student directed toward them which will become a matter of record.
4. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
5. Upon request, the bargaining unit member shall be entitled to a photocopy, at no cost, of the contents of his/her personnel file excepting employment references which are labeled confidential.
6. In the event that a person asks to review a bargaining unit member's personnel file, the individual whose file has been requested to be reviewed will be notified and permitted to be in attendance during the review. The review date will be mutually agreed upon and an Association representative, acting on the member's behalf, may be present if the unit member desires.
7. Upon written request to the Superintendent, a bargaining unit member may seek to have material removed from his/her personnel file. The Superintendent will act on the request within fourteen (14) days, informing the bargaining unit member of that decision.

SECTION B: IN-SERVICE DAY

The teacher work year will consist of one hundred eighty-three (183) days.

The Association President shall meet with the Superintendent and/or his representative(s) to develop input into programs and scheduling of an in-service day. It shall be the responsibility of the Superintendent to set up these meetings. At least one (1) day will be allocated in the school calendar for in-service.

SECTION C: DUTIES FOR UNIT MEMBERS ASSIGNED TO MORE THAN ONE BUILDING

Bargaining unit members assigned to more than one building ("shared staff members") shall not be required to perform extra duties in more than one building.

Such shared staff members may be required to attend open house for more than one building. However, if attendance is required at more than one open house, the shared staff member shall be compensated twenty dollars (\$20.00) for each additional open house.

In no event shall the shared staff member be assigned more duties than those bargaining unit members assigned to a building on a regular basis.

Shared staff members will be provided with sufficient commute and transition time. Any issues pertaining to the provision and/or adequacy of this time will be referred to the labor-management process, beginning with the Building Committee.

SECTION D: PARENT-TEACHER CONFERENCES

1. Parent-Teacher conferences shall be arranged on a building-by-building basis for a total of twelve (12) hours, with at least three (3) hours in the second semester.
2. Before conferences are scheduled, the building principal will meet and discuss with the Building Representative the decision of the building staff.
3. Prior to the scheduling of Fall and Spring parent-teacher conferences, the elementary principal and kindergarten teachers shall determine whether an additional one half (1/2) day of conferences per teacher is required.

Should there be a need for such additional time, the kindergarten teacher(s) shall be given release time and a substitute shall be provided.

4. The building principal or a designee shall complete a walk-through of the premises to ensure all unit members and parents have left the building.

SECTION E: LENGTH OF WORK DAY

1. The work day for BUMs shall not exceed seven hours, ten minutes (7 hrs. 10 min.). This time shall include lunch periods, planning periods and any before and after school duties. This time shall be continuous from the time teachers are to report.
2. The work day will occur between the hours of 7:35 A.M. and 3:30 P.M. These times may be changed provided such action is not arbitrary or capricious.
3. All unit members shall have at least thirty (30) continuous minutes of lunchtime during which they are not assigned any work duties. Unit members may elect to leave the building during this period of time. No more than five (5) members shall leave any given building during any given time period.
4. Each Building Committee shall establish the frequency and dates of building staff meetings at the beginning of each year. When meetings occur, the length and hours of the work day will be extended up to thirty (30) minutes per meeting up to one time per month. If a change in a meeting date is necessary, notification must be provided at least two (2) weeks in advance. A draft agenda for each staff meeting will be disseminated via e-mail at least one (1) day prior to each meeting.

SECTION F: WORK LOAD/DUTIES

The building principal will prepare the first draft of the master schedule for the coming year prior to the end of the current school year and shall solicit suggestions from the staff for use in developing future drafts. The final master schedule including all special teaching assignments and planning periods shall be posted by the first teacher day of each school year.

When duties are being assigned, consideration will be given to the work load of each bargaining unit member. If duties are assigned to bargaining unit members whose responsibilities regularly include grading of papers, duties that can allow for time for that, when practicable (i.e., study halls), will be assigned. When possible, bargaining unit members may be given the opportunity to volunteer for particular duties in lieu of another responsibility. Duties will be rotated when possible.

Guidelines will be developed to outline the expectations of what each duty entails. These guidelines will be reviewed each year and provided to substitute teachers. A schedule of duties will be posted by the first teacher day of each school year. Each building will review the schedule on opening day.

If the Building Representative finds it necessary, he/she shall bring the issue to the attention of the Building Committee by completing an Issue Report Form. The Building Committee, where possible, shall make the necessary changes to make the work load equitable within departments or grade levels as determined by the Building Committee.

In an effort to equalize and/or balance workload issues, a meeting will be convened by grade level/subject area upon mutual agreement of the association and administration. Topics shall include, but are not limited to, student performance, class rosters, accurate numbers of county student and students with special needs.

SECTION G: TEACHER ASSIGNMENT

The building principal shall inform the bargaining unit member(s) and the CEA President of possible changes in staff assignments with rationale based on student course selection within fourteen (14) days after student course selections have been completed. A list of affected bargaining unit members and subject-areas/disciplines will be provided to the CEA President at this time.

All bargaining unit members shall receive, in writing, prior to June 10th each year, their teaching assignment for the upcoming school year relative to subjects and/or grade level. When teaching assignments are indefinite, bargaining unit members will be informed orally; they will receive written notification of their assignment after final master schedules have been written. The Board and/or the Administration may make a change in assignments subsequent to June 10th, provided such action is not arbitrary or capricious.

SECTION H: POSTING OF VACANCIES

1. Vacancy Defined

Unless the provisions of the Layoff provisions are implemented, a vacancy in a bargaining unit position shall exist when:

- a. a bargaining unit member dies;
- b. a bargaining unit member resigns;
- c. a bargaining unit member retires;
- d. a bargaining unit member has his/her limited teaching contract non-renewed;
- e. a bargaining unit member has his/her teaching contract terminated;
- f. a bargaining unit member is transferred;
- g. a bargaining unit member is promoted; or
- h. a new position is created within the bargaining unit.

Written notice of all vacancies shall be provided to each principal, the CEA President, and shall be posted in each school, as well as on the District Web Site. In addition, as a courtesy, notification of vacancies will be e-mailed to each bargaining unit member on their District e-mail account.

2. When schools are not in session, the notices shall be posted in the Superintendent's office, posted on the district's website, and sent to the CEA President via school and home e-mail.

Internal and external postings may run concurrently for resignations or retirements that occur after the end of the current school year.

Notice of vacancies occurring during the summer months shall be posted on the district's website and sent to bargaining unit members via school and/or home email addresses. Hard copies will be mailed to those bargaining unit members holding the necessary certification/licensure for the posted position(s).

In all instances, the notice shall specify the last day for acceptance of applications.

Normally, vacancies will be posted for at least seven (7) days.

3. Bargaining unit members may apply for posted vacancies in an area of their current Ohio certification. Such application shall be filed with the Superintendent by the deadline on the Vacancy Notice. Each such applicant will be interviewed for the vacancy. At the request of an unsuccessful applicant, there shall be a meeting with the Superintendent and/or building principal within fourteen (14) days of such request for the purpose of discussing the reasons for the decision not to select the applicant for the vacancy.

An applicant's seniority will be one factor considered in filling any vacancy. In the event that an applicant contests the decision of the Superintendent, a committee composed of the Superintendent, the building principal, and two teachers appointed by the CEA shall be formed to discuss the issue. The Superintendent shall make the final decision, after input from that committee.

4. Postings shall include the following:
 - a. Position available
 - b. Certification/licensure and other requirements for the job
 - c. Deadline for application
 - d. Effective starting date
 - e. Any additional information

SECTION I: VOLUNTARY CHANGE OF ASSIGNMENT

Teachers may request a change of assignment in accordance with the following procedures:

1. Change of assignment shall refer to (1) change in building (2) change of year/level (3) change of subject-area/discipline (e.g., science to English).
2. Changes of assignment requests may be initiated by teachers using the following guideline: A change of assignment form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the change of assignment would occur.

SECTION J: INVOLUNTARY CHANGE OF ASSIGNMENT

1. Every reasonable effort shall be made to avoid involuntary changes of assignment by fully utilizing the voluntary change of assignment procedure, including a review of the change of assignment forms on file prior to an involuntary assignment. If no bargaining unit member requests a vacant position, seniority will be one factor considered in filling the vacancy. The employer will make every reasonable effort to involuntarily transfer the least senior certificated/licensed bargaining unit member to the position.

2. If the Administration directs an involuntary change in assignment in a building, year/level, or subject-area/discipline, reasons for the change of assignment shall be given to the affected bargaining unit member(s) no later than seven (7) days subsequent to the change of assignment. If requested by the bargaining unit member, there shall be a meeting with the Superintendent within fourteen (14) days of the effective date of the change of assignment. The purpose of the meeting shall be for discussion of the reasons for the change of assignment.

The bargaining unit member shall have the right to have an Association representative present. Teachers being involuntarily reassigned will be assigned only to positions for which they are fully and properly certified/licensed. An involuntary change of assignment shall not be for arbitrary or capricious reasons.

SECTION K: PLANNING PERIODS

1. The schedule for each full-time equivalent elementary teacher who is assigned to a school with a school day of six (6) hours or longer exclusive of the lunch period shall include at least two hundred (200) minutes per week of planning.

Each year the building committee shall meet to determine planning time for each elementary bargaining unit member. A bargaining unit member employed for fifty percent (50%) of the day will be entitled to twenty (20) minutes per day planning time.

In the event that an elementary bargaining unit member is scheduled without prep time on any particular day, he/she shall be relieved of all additional duties for that day unless compensated at the rate of fifteen dollars (\$15.00) per duty.

2. Each unit member who is providing instruction at the middle and high school level shall have five (5) uninterrupted preparation times equal in length to five (5) regular class periods. Each bargaining unit member who is providing instruction at these levels shall have at least one prep time per day.
3. To safeguard instructional time, appointments with bargaining unit members shall be scheduled during planning periods or at another mutually agreeable time.

SECTION L: ACADEMIC FREEDOM

1. The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly affect the teacher in properly performing his/her assigned functions during the workday.
2. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.
3. The Board and Association recognize the importance of learning and the maintenance in the schools of an atmosphere of freedom which creates an environment for students to investigate, interpret, to analyze, and to form an evaluation of information on all sides of the critical issues arising from the prescribed course of study.

SECTION M: NOTICE FOR SCHOOL CLOSINGS AND TIME FOR REPORTING TO DELAYED OPENINGS

1. A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the teaching staff and local news media for priority dissemination to students and teaching staff.

2. Teachers shall not be required to report for duty when the system or a particular building is closed as stated above. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the teaching staff and local news media.

Teachers affected by the notice of a delayed starting time will report to their building fifteen (15) minutes prior to the delayed opening of school.

SECTION N: SCHOOL CALENDAR

The Association Calendar Committee shall develop recommendations for the school calendar and shall forward said recommendations to the Board of Education by January 1, of each year. The Board shall seriously consider the recommendations.

SECTION O: LIBRARIAN

The librarian shall be permitted to exchange two parent-teacher conference days for one day before the start of the school year, and one day after the close of the school year.

SECTION P: CLASSROOM SUPPLIES

The Board shall order classroom supplies well in advance so that the supplies are available to the unit member on the first (1st) workday of the school year.

The Board shall not be in violation of this section of the contract if the order for supplies was made on or before July 15.

Unit members shall be permitted to request purchase of actual and necessary supplies, as determined by the unit member, to provide children with the education necessary for that unit member's grade level.

SECTION Q: CLASS SIZE

This school district has a philosophy of maintaining the lowest student/teacher ratio possible. The philosophy shall remain in effect as stated for the term of this contract.

In an effort to equalize and/or balance workload issues, a meeting will be convened by grade level/subject area upon mutual agreement of the association and administration. Topics shall include, but are not limited to, student performance, class rosters, accurate numbers of county students and students with special needs.

SECTION R: PRINCIPAL PRO-TEM

The position of Principal Pro-Tem as described in the Board-adopted job description shall be filled by a B.U.M. in each building. The principal shall inform the Principal Pro-Tem when he/she will be absent from the building.

Should circumstances warrant, the principal may employ a substitute for the Principal Pro-Tem to permit the Principal Pro-Tem to work in the school office for the day, or part thereof. Annually, a letter recognizing the work of the Principal Pro-Tem shall be given the Principal Pro-Tem and included in his/her personnel file.

SECTION S: CHILDREN OF ON-DUTY BARGAINING UNIT MEMBERS

Children of B.U.M. shall be permitted to accompany parent to school before the start of school day and after school day, but not when classes are in session. The parent is to be held responsible for conduct of child. Failure to control the child will result in loss of privilege for that individual.

SECTION T: PHOTOCOPIES

Unit members shall be promptly provided with copies or master copies of job-related materials as arranged with the building principal at no charge.

SECTION U: HOMEROOM LIST DISTRIBUTION

Each unit member assigned a homeroom in grades K-8 shall have available to him or her in his or her school mailbox a tentative homeroom list at least one week prior to the students first reporting day. Teachers will keep this information confidential until it is made public by the building principal.

SECTION V: ASSIGNMENT TO COMMITTEES

No unit member will be involuntarily assigned to any committees.

SECTION W: ALCOHOL AND DRUG POLICY

Alcohol Policy

1. Voluntary use of alcohol which causes intoxication or impairment poses a risk to the students, the Board, the employee and other employees. Recognizing that alcohol abuse may be an illness, it is both the Board and Association's goal to prevent and rehabilitate.
2. All bargaining unit members who are found to be intoxicated or impaired on school premises will be subject to appropriate disciplinary action as provided in this agreement.
3. Bargaining unit members who seek voluntary assistance may not be disciplined for seeking such assistance. This information shall not be revealed to other employees or management personnel without the bargaining unit member's written consent. Bargaining unit members enrolled in alcohol abuse programs shall be subject to all Board rules, regulations or job performance standards with the understanding that a bargaining unit member enrolled in such a program is receiving treatment for an illness.
4. All bargaining unit members will be informed of this policy, and will be provided with information concerning the impact of the use of substances on job performance.

Drug Policy

1. Voluntary use of illegal substances or the voluntary use of controlled substances not in accordance with a physician's prescription which cause intoxication or impairment poses a risk to the students, the Board, the employee and other employees. Recognizing that substance abuse may be an illness, it is both the Board's and Association's goal to prevent and rehabilitate.
2. All bargaining unit members who have been convicted or found guilty by a court of possession or use of illegal drugs or use of a controlled substance not in accordance with a physician's prescription (on or off duty) will be subject to appropriate disciplinary action as provided in this agreement.

3. Bargaining unit members who seek voluntary assistance for drug abuse before any such arrest may not be disciplined for seeking such assistance. This information shall remain confidential and shall not be revealed to other employees or management personnel without the employee's written consent. Bargaining unit members enrolled in substance abuse programs shall be subject to all Board rules, regulations or job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
4. Once an employee has gone through rehabilitation, the employee may be requested to submit to drug testing at the Board's expense.
5. In case a bargaining unit member's conviction or guilty verdict for possession or use of illegal drugs is overturned on appeal, the bargaining unit member shall be reinstated without penalty.
6. All bargaining unit members will be informed of this policy, and will be provided with information concerning the impact of the use of substances on job performance.

SECTION X: JOB DESCRIPTIONS

1. Two master copies of all existing job descriptions shall be distributed to all buildings, one for the Association building rep., and one for the principal. As job descriptions are written or modified, two (2) copies shall be distributed as specified above.
2. Should either party identify that confusion exists, or that there is a need for a new job description, said party shall notify the other party.
3. The Association and the Board shall review or develop job descriptions where confusion exists for teaching, non-teaching, and supplemental bargaining unit positions.
4. On an "as needed basis", the Superintendent or his/her designee will meet with the Association or its designee to write or review such job descriptions.
5. The parties shall meet within seven (7) days after notification. The description issue shall be mutually resolved or the job description shall be mutually written within seven (7) days after the initial meeting.

SECTION Y: REPORTING FACILITIES/EQUIPMENT PROBLEMS

1. Should a bargaining unit member have facilities/equipment problems, said unit member shall make a written report to the principal using the Issue Report form in Appendix H.
2. The Building principal has seventy-two (72) hours to respond, in writing, with the proposed solution to the reporting bargaining unit member.
3. Should the bargaining unit member not be satisfied with the response, he/she can take the problem to the Superintendent for a solution.

SECTION Z: STUDENT DISCIPLINE

Discipline will be handled at each building according to a Board approved, written code of conduct for that building. Each building's student handbook and discipline grid will be reviewed annually by the Discipline Committee (Article V, Section E). Suggestions for changes will be forwarded to the Discipline Committee. The codes of conduct will be updated, as necessary, and distributed to all certificated/licensed staff.

SECTION AA: RESOLUTION OF ISSUES

1. Bargaining unit members may request resolution of issues by filing the Issue Report form in Appendix H with their Building principal.
2. The building principal shall provide a written response to the reporting staff member, with a copy to the building representative, within seventy-two (72) hours of the receipt of the issue report.
3. Unresolved issues can be addressed to the Superintendent.

SECTION BB: TEACHER HANDBOOK

A Teacher Handbook will be issued to each teacher before the first day of classes annually. Suggestions for changes made by the CEA representatives will be forwarded to the Building Principal. Handbooks will be updated, as necessary, and distributed to all certificated/licensed staff.

SECTION CC: HIRING RETIREES

The Board may, at its sole discretion, choose to hire/rehire individuals who have retired with another public retirement system. If such individuals are hired/rehired, the following terms and conditions shall govern.

1. The individual shall be issued one year limited contracts which shall automatically expire and, as a condition of employment, the teacher waives his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC.
2. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply.
3. The Board may, at its sole discretion, offer insurance benefits under ARTICLE VIII, SECTION A.
4. The following Articles shall not apply:
ARTICLE IX, SECTION H - Reduction in Force nor 3319.17 ORC
ARTICLE VI, SECTION O - Severance Pay
ARTICLE X, SECTIONS H, I, and J - Vacancies and Transfers
ARTICLE VI, SECTION P - Professional Development Reimbursement
ARTICLE IX, SECTION F - Granting of Teacher Contracts
ARTICLE IX, SECTION G - Seniority
5. The number of retirees the Board may hire shall be capped at no more than 5% of the total Bargaining Unit.
6. The retiree may be placed at step 0 through step 5 at the discretion of the Board.

SECTION DD: TUTOR CONTRACTS

1. Tutors are employed by the Board to provide supplemental services to students on an as-needed basis, typically when grant funding for such services are made available to the District. Tutors are not hired by the Board to supplant or replace the employment of classroom teachers, but as a supplement to classroom instruction.

2. Tutors shall be issued one year limited contracts. Tutor contracts are automatically non-renewed, without further action by the Board or notice to the employee, at the end of their stated term and, as a condition of employment, tutors waive his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC.
3. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply.
4. Additionally, the following Articles shall not apply to tutors:
 - ARTICLE VI, SECTION I – Pay Notification
 - ARTICLE VI, SECTION M – Severance Pay
 - ARTICLE VII, Leaves
 - ARTICLE VIII, Benefits
 - ARTICLE IX, SECTION F – Granting of Teacher Contracts
 - ARTICLE IX, SECTION G – Seniority
 - ARTICLE IX, SECTION H – Reduction in Force nor 3319.17 ORC
 - ARTICLE X, SECTIONS H, I and J – Vacancies and Transfers
5. Tutors are paid on an hourly rate calculated at BA-0 of the salary schedule with no provision for salary adjustments including those listed in Article VI, Section E & F.
6. Tutors shall be paid for time actually worked.

ARTICLE XI

MAINTENANCE OF STANDARDS AND SEVERABILITY

SECTION A: MAINTENANCE OF STANDARDS

During the duration of this contract, the Board shall maintain all terms, conditions, and benefits of employment included in this contract at not less than the level in effect as of the effective date of this contract.

SECTION B: SEVERABILITY

1. This Contract supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10(A), Ohio Revised Code), and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.
2. The parties shall meet within thirty (30) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.
3. If the parties fail to reach agreement over the affected provision, then the dispute resolution procedure (Section E) in Article II of this agreement shall be utilized to resolve the dispute.

ARTICLE XII RESIDENT EDUCATOR

The Resident Educator Program for beginning teachers provides new educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and, at the same time, enhancing student achievement.

At the time of the negotiations which resulted in this Agreement, not all of the specific state regulations and parameters of the program had been fully finalized or implemented. However, the Board and the Association have agreed on the importance of this program and committed to monitor and evaluate the program during the term of this Agreement.

In addition, it is understood by the Board and the Association that participation in the Resident Educator program by new educators and/or Mentors is in no way connected with the negotiated employee evaluation system. As such, Mentor Teachers shall not participate in the evaluation of Resident Educators, nor shall the evaluation of a Mentor Teacher be affected by his/her performance in the program. Mentor Teachers shall communicate directly with Resident Educators and shall not discuss/report the performance and/or progress of the Resident Educator with any administrator, assessor, or other bargaining unit member.

**ARTICLE XIII
EFFECTS OF THE AGREEMENT**

The terms of this Agreement shall be from the first day of July 1, 2011 through June 30, 2013.

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provisions of this agreement and any Board policy or practice, then this agreement will prevail.

No later than sixty (60) days subsequent to the execution of this agreement, copies of this agreement shall be printed by the Association. The cost of such printing shall be shared equally by the Association and the Board.

WITNESSED HERE, the agreement is hereby attested to by the signatures affixed below on this _____
19th day of March, 2011.

FOR THE BOARD

J. Alex Deibel
Board President

Daniel J. Mook
Superintendent

[Signature]
Treasurer

Mark H. [Signature]

[Signature]

FOR THE ASSOCIATION

Margaret A. Silver
President

Connie M. Saunders
Vice-President

Labor Relations Consultant

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member

Julie McAlister
Negotiating Team Member

APPENDIX A

Effective July 1, 2010 - June 30, 2013 (step increases frozen for 2011-12 school year)

Step	ND	BA	150 HR	MA	MA+15	MA+40	MA+55
0	25,459	31,824	32,620	33,893	34,370	35,802	36,598
	0.80000	1.00000	1.02500	1.06500	1.08000	1.12500	1.15000
1	26,414	32,938	34,052	35,404	36,120	37,552	38,427
	0.83000	1.03500	1.07000	1.11250	1.13500	1.18000	1.20750
2	27,369	34,052	35,484	36,916	37,871	39,303	40,257
	0.86000	1.07000	1.11500	1.16000	1.19000	1.23500	1.26500
3	28,323	35,166	36,916	38,427	39,621	41,053	42,087
	0.89000	1.10500	1.16000	1.20750	1.24500	1.29000	1.32250
4	29,278	36,279	38,348	39,939	41,371	42,803	43,917
	0.92000	1.14000	1.20500	1.25500	1.30000	1.34500	1.38000
5	30,233	37,393	39,780	41,451	43,122	44,554	45,747
	0.95000	1.17500	1.25000	1.30250	1.35500	1.40000	1.43750
6	31,188	38,507	41,212	42,962	44,872	46,304	47,577
	0.98000	1.21000	1.29500	1.35000	1.41000	1.45500	1.49500
7	32,142	39,621	42,644	44,474	46,622	48,054	49,407
	1.01000	1.24500	1.34000	1.39750	1.46500	1.51000	1.55250
8	33,097	40,735	44,076	45,986	48,372	49,805	51,237
	1.04000	1.28000	1.38500	1.44500	1.52000	1.56500	1.61000
9	34,052	41,849	45,508	47,497	50,123	51,555	53,067
	1.07000	1.31500	1.43000	1.49250	1.57500	1.62000	1.66750
10	35,006	42,962	46,940	49,009	51,873	53,305	54,896
	1.10000	1.35000	1.47500	1.54000	1.63000	1.67500	1.72500
11	35,245	44,076	48,372	50,521	53,623	55,056	56,726
	1.10750	1.38500	1.52000	1.58750	1.68500	1.73000	1.78250
12	35,484	45,190	49,805	52,032	55,374	56,806	58,556
	1.11500	1.42000	1.56500	1.63500	1.74000	1.78500	1.84000
13	35,722	46,304	50,123	53,544	57,124	58,556	60,386
	1.12250	1.45500	1.57500	1.68250	1.79500	1.84000	1.89750
14	35,961	46,543	50,441	55,056	58,874	60,306	62,216
	1.13000	1.46250	1.58500	1.73000	1.85000	1.89500	1.95500
15	36,200	46,781	50,759	55,421	59,272	60,784	62,693
	1.13750	1.47000	1.59500	1.74150	1.86250	1.91000	1.97000
16	36,438	47,020	51,078	55,787	59,670	61,261	63,171
	1.14500	1.47750	1.60500	1.75300	1.87500	1.92500	1.98500
17	36,677	47,259	51,396	56,153	60,068	61,739	63,648
	1.15250	1.48500	1.61500	1.76450	1.88750	1.94000	2.00000
18	36,916	47,497	51,714	56,519	60,466	62,216	64,125
	1.16000	1.49250	1.62500	1.77600	1.90000	1.95500	2.01500
19	37,155	47,736	52,032	56,885	60,863	62,693	64,603
	1.16750	1.50000	1.63500	1.78750	1.91250	1.97000	2.03000
20	39,303	48,754	53,178	59,084	63,075	64,969	66,913
	1.23500	1.53200	1.67100	1.8566	1.9820	2.0415	2.1026

APPENDIX B
SUPPLEMENTALS

	% OF BASE	FY 2012	FY 2013
BASE SALARY FOR SUPPLEMENTALS		29,769	29,769
ATHLETIC DIRECTOR	20.00%	5,954	5,954
ATHLETIC TRAINER	10.00%	2,977	2,977
OUTDOOR ATHLETIC FACILITIES MANAGER	8.00%	2,381	2,381
ASSISTANT A.D./TICKET MANAGER	12.00%	3,572	3,572
FOOTBALL:			
HEAD COACH (Inc. Weight Room Supervision)	21.00%	6,251	6,251
ASST. COACH	9.50%	2,828	2,828
ASST. COACH	9.50%	2,828	2,828
ASST. COACH	9.50%	2,828	2,828
ASST. COACH	9.50%	2,828	2,828
ASST. COACH	9.50%	2,828	2,828
M.S. COACH	9.50%	2,828	2,828
M.S. COACH	9.50%	2,828	2,828
EQUIPMENT MANAGER	2.00%	595	595
WEIGHT ROOM SUPV - DECEMBER to JUNE	4.50%	1,340	1,340
VOLLEYBALL:			
HEAD COACH	16.00%	4,763	4,763
ASST. COACH	9.50%	2,828	2,828
9TH GRADE COACH	6.00%	1,786	1,786
M.S. COACH	6.00%	1,786	1,786
M.S. COACH	6.00%	1,786	1,786
GOLF - HEAD COACH	8.00%	2,381	2,381
SOCCER - HEAD COACH	8.00%	2,381	2,381
H.S. CHEERLEADER COACH - ALL YEAR	10.00%	2,977	2,977
MS CHEERLEADER ADV - ALL YEAR	8.00%	2,381	2,381
BASKETBALL:			
HEAD COACH (Inc. Summer Fitness) - GIRLS	21.00%	6,251	6,251
ASST COACH - GIRLS	10.00%	2,977	2,977
9TH GRADE COACH - GIRLS	8.00%	2,381	2,381
M.S. COACH - GIRLS	8.00%	2,381	2,381
M.S. COACH - GIRLS	8.00%	2,381	2,381
HEAD COACH (Inc. Summer Fitness) - BOYS	21.00%	6,251	6,251
ASST COACH - BOYS	10.00%	2,977	2,977
9TH GRADE COACH	8.00%	2,381	2,381
M.S. COACH - BOYS	8.00%	2,381	2,381
M.S. COACH - BOYS	8.00%	2,381	2,381
MS SKILLS DEVELOPMENT - BOYS	4.00%	1,191	1,191
MS SKILLS DEVELOPMENT - GIRLS	4.00%	1,191	1,191

TRACK:			
HEAD COACH - BOYS	11.50%	3,423	3,423
HEAD COACH - GIRLS	11.50%	3,423	3,423
ASST. COACH	6.00%	1,786	1,786
M.S. COACH	6.00%	1,786	1,786
M.S. COACH	6.00%	1,786	1,786
CROSS COUNTRY - HEAD COACH	8.00%	2,381	2,381
BASEBALL:			
HEAD COACH	11.50%	3,423	3,423
ASST. COACH	6.50%	1,935	1,935
ASST. COACH	6.50%	1,935	1,935
ASST. COACH FOR 9TH GRADE	6.50%	1,935	1,935
SOFTBALL:			
HEAD COACH	11.50%	3,423	3,423
ASST. COACH	6.50%	1,935	1,935
ASST. COACH	6.50%	1,935	1,935
INSTRUMENTAL AND VOCAL MUSIC:			
INSTRUMENTAL MUSIC DIRECTOR	15.00%	4,465	4,465
VOCAL MUSIC DIRECTOR - H.S.	5.00%	1,488	1,488
ASST. MUSIC DIRECTOR - ALL YEAR	8.00%	2,381	2,381
AUXILIARY UNIT ADVISOR	4.00%	1,191	1,191
VOCAL MUSIC - M.S.	3.00%	893	893
YEARBOOK ADVISOR:			
H.S. W/O YEARBOOK CLASS	7.00%	2,084	2,084
H.S. WITH YEARBOOK CLASS	1.00%	298	298
MIDDLE SCHOOL	4.00%	1,191	1,191
ELEMENTARY SCHOOL	4.00%	1,191	1,191
NEWSP ADV-HS W/O JOURNALISM CLASS	2.00%	595	595
INTRAMURALS - S.S.	3.00%	893	893
INTRAMURALS - DIXON	3.00%	893	893
CLASS ADVISOR - SENIOR	6.00%	1,786	1,786
CLASS ADVISOR - JUNIOR	5.00%	1,488	1,488
CLASS ADVISOR - SOPHOMORE	2.00%	595	595
CLASS ADVISOR - FRESHMAN	2.00%	595	595
H.S. STUDENT GOVT.	7.00%	2,084	2,084
S.S. STUDENT GOVT.	2.00%	595	595
NHS ADVISOR - H.S.	5.00%	1,488	1,488
NHS ADVISOR - S.S.	3.00%	893	893
FOREIGN LANGUAGE CLUB ADV. - SPANISH	1.50%	447	447
FOREIGN LANGUAGE CLUB ADV. - FRENCH	1.50%	447	447
INTERACT ADVISOR (I.E., KEY CLUB, T.I.)	3.50%	1042	1042

SPEECH & DEBATE	11.50%	3,423	3,423
ASST. SPEECH & DEBATE	8.00%	2,381	2,381
PROM ADVISOR	6.00%	1,786	1,786
PLAY DIRECTOR (HS PLAY)	4.00%	1,191	1,191
DRAMA DIRECTOR (HS MUSICAL)	3.50%	1,042	1,042
MUSIC DIRECTOR (HS MUSICAL)	2.50%	744	744
MUSIC ACCOMPANIST (HS MUSICAL)	1.00%	298	298
DRAMAS - MS	2.00%	595	595
ELEM. PRODUCTION	2.00%	595	595
VIDEO PRODUCTION (TV STATION) - SUMMER	2.00%	595	595
VIDEO PRODUCTION (TV STATION) - AFTER SCHOOL EVENTS	3.00%	893	893
OUTDOOR EDUCATION	0.50%	149	149
OUTDOOR EDUCATION	0.50%	149	149
OUTDOOR EDUCATION	0.50%	149	149
OUTDOOR EDUCATION	0.50%	149	149
OUTDOOR EDUCATION	0.50%	149	149
SCIENCE FAIR	1.00%	298	298
PHYSICS OLYMPIAD	2.00%	595	595
MATH OLYMPIAD	2.00%	595	595
CHS ACADEMIC CHALLENGE	2.00%	595	595
LEAD MENTOR	6.00%	1,786	1,786
MENTORS (FOR 1ST YEAR TEACHERS)	3.00%	893	893
OSHA COMPLIANCE	2.00%	595	595
VLA INSTRUCTORS:			
PER STUDENT, PER COMPLETED COURSE		\$210.00	
PER STUDENT, PER COMPLETED SEMESTER COURSE		\$105.00	
INCOMPLETE OR PARTIAL COURSES		\$10 + \$5.50 PER LESSON GRADED	
LUNCHROOM (SOUTHSIDE MIDDLE)		\$12 PER DUTY	
DETENTION MONITOR		\$15 PER HOUR	
SATURDAY SCHOOL MONITOR		\$15 PER HOUR	

APPENDIX C
COLUMBIANA EXEMPTED VILLAGE SCHOOLS
LEAVE REQUEST/EXPENSE STATEMENT

NAME _____

BUILDING _____

DATE(S) OF ABSENCE _____

NO. DAYS/HRS ABSENT _____

REASON FOR ABSENCE (Please check the appropriate item below):

SECTION I: (General Absences)

- _____ Employee Illness
- _____ Immediate Family Illness
- _____ Relationship _____
- _____ Death in Immediate Family
- _____ Other _____

- _____ Professional Leave
- _____ Association Business
- _____ Jury Duty
- _____ Vacation
- _____ Leave without Pay

SECTION II: (Personal Leave)

Personal Leave Must be pre-approved by Superintendent

_____ Personal Leave

- This application must be filled with the responsible administrative officer and approved prior to the payment of salary for the days for which leave is requested.
- Falsification of this statement may be grounds for disciplinary action.

Professional Leave Request and Expense Statement

- Please complete the information requested in Section III as well as the cost estimate column in Section IV. Submit this form to your immediate supervisor for his/her approval, at least ten days prior to the date of the conference.
- In order to receive reimbursement, please complete the actual cost column in Section IV on the pink copy. Submit the completed form, along with any necessary receipts, to your immediate supervisor on the day following your meeting date in order that final approval for reimbursement may be made.

SECTION III: PROFESSIONAL LEAVE REQUEST

Name of Conference _____

Location of Meeting: _____ Are you a member? _____ Yes _____ No

Date(s) of Meeting: _____

Professional Purpose of Meeting _____

SECTION IV: RECORD OF EXPENSES

	ESTIMATE		ACTUAL
Mileage: _____ miles @ _____	_____	Mileage: _____ miles @ _____	_____
Public Transportation _____	_____	Public Transportation _____	_____
Lodging: _____ nights @ _____	_____	Lodging: _____ nights @ _____	_____
Meals: _____	_____	Meals: _____	_____
Registration (*See note below) _____	_____	Registration (*See note below) _____	_____
Miscellaneous _____	_____	Miscellaneous _____	_____

****TOTAL ESTIMATE** _____

****TOTAL ACTUAL** _____

**Actual expenses cannot exceed estimate

(Approval to Reimburse – Treasurer) (Date)

(Employee Signature) (Date)

(Approval – Superintendent) (Date)
(Superintendent's signature needed for professional and personal leave only)

(Approval – Supervisor) (Date)

*If registration fee must be sent in advance, please complete a requisition, attach a copy of registration form and send to the Superintendent's / Treasurer's Office for processing.

Distribution: (White – Treasurer) (Yellow – Employee) (Pink – Reimbursement Copy) (Gold – Building)

**APPENDIX D
COLUMBIANA EXEMPTED VILLAGE SCHOOL DISTRICT
WRITTEN GRIEVANCE FORM - STEP 2**

Grievant _____ Date Filed at Step 2: _____

Written Response due by: _____

Date of alleged violation, misinterpretation or misapplication of specific and express term(s) of the negotiated agreement in force _____

Procedure Step 1 completed: _____ Date: _____

Specific provision of agreement allegedly violated, misinterpreted, or misapplied: _____

Concise statement of facts upon which Grievance is based: _____

Remedy Sought: _____

Signature of Grievant: _____

Signature of Building Representative: _____

Signature of Building Principal: _____

Date Received: _____

cc: Superintendent

APPENDIX E

**COLUMBIANA EXEMPTED VILLAGE SCHOOL DISTRICT
ISSUE REPORT**

Reporting staff member: _____

Date: _____

School: _____

Room: _____

Principal: _____

Concise statement of concern: _____

Solution Sought: _____

Signature of Reporting Staff Member

Principal's Response (within 72 hours)

Signature of the Principal

Date

**APPENDIX F
COLUMBIANA EXEMPTED VILLAGE SCHOOLS
TEACHER EVALUATION FORM**

Teacher: _____ Evaluator: _____

Building: _____ Date: _____ Evaluation Number: _____

DOMAIN A: PLANNING FOR LEARNING

€ Teacher demonstrates familiarity with students' background

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher articulates clear learning goals

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher planning supports content connections

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher provides evidence of alignment with goals and use of appropriate methods, activities, materials and resources

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher utilizes evaluation strategies appropriate to goals and content

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

Additional comments as needed: _____

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

€ Teacher promotes fairness in the classroom

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher/student interactions provide evidence of mutual respect and rapport

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher demonstrates high expectations of performance for all students

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher communicates and fairly enforces disciplinary expectations

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher establishes a safe physical environment that facilitates learning

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

Additional comments as needed: _____

DOMAIN C: TEACHING FOR STUDENT LEARNING

€ Teacher communicates goals and procedures effectively

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher structures lessons to be accurate, logical, coherent and comprehensible to students

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher's strategies encourage independent, creative and/or critical thinking

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher monitors students understanding, provides feedback and adjusts instruction as needed

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher utilizes instructional time effectively

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

Additional comments as needed: _____

DOMAIN D: PROFESSIONALISM

€ Teacher reflects on instruction to identify strengths and weaknesses

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher provides assistance for students who are not meeting learning goals

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher demonstrates knowledge for resources and collaborates with other professionals

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

€ Teacher establishes methods to communicate with parents or guardians

*Exceeds
Expectations*

*Meets
Standards*

*Needs
Improvement*

Additional comments as needed: _____

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

****My signature above denotes that I have read this observation summary, conferred with the evaluator about the contents, and I may take the opportunity to comment in writing. My signature does not necessarily denote agreement.***

**COLUMBIANA SCHOOLS TEACHER EVALUATION
PRE-OBSERVATION CONFERENCE EVIDENCE COLLECTION**

Teacher _____

Evaluator _____

Date _____

List the evidence collected for each domain.

Domain A: Planning for Student Learning (Standards Based)

Domain B: Environment for Student Learning

Domain C: Teaching for Student Learning

Domain D: Professionalism

Evaluator's Initials _____

Date for post-observation conference _____

Teacher's Initials _____

**COLUMBIANA SCHOOLS TEACHER EVALUATION
OBSERVATION SUMMARY FORM**

Teacher _____
Date of Observation _____
Observation Number _____

Evaluator _____
Class/Grade _____

Domain A: Planning for Instruction

Observations: (Refer to Blue Pre-Observation Form) _____

Suggestions: _____

Commendations: _____

Domain B: Creating a Learning Environment

Observations: _____

Suggestions: _____

Commendations: _____

Domain C: Teaching and Learning

Observations: _____

Suggestions: _____

Commendations: _____

Domain D: Teacher Professionalism

Observations: _____

Suggestions: _____

Commendations: _____

Evaluator's Signature _____

Date _____

Teacher's Signature _____

Date _____

****My signature above denotes that I have read this observation summary, conferred with the evaluator about the contents, and I may take the opportunity to comment in writing. My signature does not necessarily denote agreement.***