



13-MED-05-0670
0300-01
K30033
10/21/2013

CONTRACTUAL AGREEMENTS

BETWEEN THE

CLARK-SHAWNEE LOCAL BOARD OF EDUCATION

AND THE

CLARK-SHAWNEE LOCAL EDUCATION ASSOCIATION

FOR THE

2013-2014, 2014-2015, 2015-2016

CONTRACTUAL SCHOOL YEARS

(JULY 1, 2013 – JUNE 30, 2016)

TABLE OF CONTENTS

| | Page |
|--|------|
| ARTICLE I PROFESSIONAL NEGOTIATIONS PROCEDURE | 1 |
| ARTICLE III ASSOCIATION RIGHTS | 6 |
| ARTICLE IV PAYROLL DEDUCTIONS | 8 |
| ARTICLE V GRIEVANCE PROCEDURE | 9 |
| ARTICLE VI SICK LEAVE | 17 |
| ARTICLE VII BEREAVEMENT LEAVE..... | 23 |
| ARTICLE VIII PERSONAL LEAVE | 24 |
| ARTICLE IX ASSAULT LEAVE | 26 |
| ARTICLE X MATERNITY/CHILD CARE/ADOPTIVE LEAVE | 27 |
| ARTICLE XI PROFESSIONAL LEAVE..... | 28 |
| ARTICLE XII MILITARY LEAVE | 29 |
| ARTICLE XIII JURY DUTY AND COURT SERVICES | 30 |
| ARTICLE XIV CONTRACT YEAR..... | 31 |
| ARTICLE XV SEQUENCE OF CONTRACT | 32 |
| ARTICLE XVI TEACHER WORKDAY/INSERVICE MEETINGS..... | 34 |
| ARTICLE XVII DAILY PLANNING PERIOD | 35 |
| ARTICLE XVIII TEACHER DUTIES | 36 |
| ARTICLE XIX TEACHER DUTY FREE LUNCH..... | 37 |
| ARTICLE XX PARENT CONFERENCES AND OBSERVATIONS | 38 |
| ARTICLE XXI PART-TIME EMPLOYMENT | 39 |
| ARTICLE XXII REDUCTION IN FORCE | 40 |
| ARTICLE XXIII POSTING OF VACANCIES, ASSIGNMENTS, AND TRANSFERS..... | 42 |
| ARTICLE XXIV TEACHER PERSONNEL FILES..... | 44 |
| ARTICLE XXV PAYROLL PROCEDURE | 46 |
| ARTICLE XXVI SALARY REDUCTION PAYMENTS/S.T.R.S. | 47 |
| ARTICLE XXVII SALARY SCHEDULES | 48 |
| ARTICLE XXVIII SALARY SCHEDULES EXTRA DUTY COMPENSATION PLAN..... | 52 |
| ARTICLE XXIX MEDICAL INSURANCE..... | 56 |
| ARTICLE XXX LIFE INSURANCE | 58 |
| ARTICLE XXXI SEVERANCE PAY..... | 59 |
| ARTICLE XXXII WORKERS' COMPENSATION | 60 |
| ARTICLE XXXIII PROGRESSIVE DISCIPLINE | 61 |
| ARTICLE XXXIV DRUG FREE WORKPLACE | 63 |
| ARTICLE XXXV TEACHER EVALUATION | 64 |
| ARTICLE XXXVI EVALUATION COMMITTEE | 69 |
| ARTICLE XXXVII NON-RENEWAL..... | 70 |
| ARTICLE XXXVIII EARLY RETIREMENT INCENTIVE PLAN..... | 71 |
| ARTICLE XII FAIR TREATMENT | 72 |
| ARTICLE XL LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE..... | 73 |
| ARTICLE XLI RESIDENT EDUCATOR PROGRAM..... | 74 |
| ARTICLE XLII STUDENT TUITION WAIVER | 77 |

ARTICLE XLIII ATHLETIC TRAINER 78
ARTICLE XLIV SAVINGS CLAUSE/DURATION OF AGREEMENT 79
APPENDIX A 81
APPENDIX B 85
APPENDIX C 87
**APPENDIX D MEMORANDUM OF UNDERSTANDING – ATHLETIC
TRAINER..... 88**
APPENDIX E MEMORANDUM OF UNDERSTANDING 89

ARTICLE I

PROFESSIONAL NEGOTIATIONS PROCEDURE

I. Professional Negotiations Procedure

A. Recognition

The Clark-Shawnee Local Board of Education (hereinafter referred to as the Board) recognizes the Clark-Shawnee Local Education Association, affiliated with the Ohio Education Association and National Education Association (hereinafter referred to as the Association), as the sole and exclusive representative of full time and regular part-time certificated teachers, librarian, guidance counselors, L.D. tutors, nurses, and speech and hearing therapists, and athletic trainer (all of whom shall be collectively referred to hereinafter as "teachers"), excluding administrative, athletic director and supervisory personnel.

II. Negotiations Procedure

A. Initiating Meetings

Either the President of the Association or the Local Superintendent may make written request to the other for the start of negotiations. Agreement by the Parties on the exact date shall be made within then (10) days of the receipt of the request. The first negotiating meeting shall be held no earlier than ninety (90) to the expiration of this Agreement, unless a mutually satisfactory later date is agreed upon. However, if petitions for a representation election have been filed within the prescribed window period prior to the expiration of the Agreement, the beginning date of negotiations shall be deferred until after the election in which the Bargaining Representative is chosen. Should the elections process delay the normal initiation of negotiations as determined herein, then the Board and the elected Bargaining Representative shall meet to begin negotiations within ten (10) days after the certification of election results.

B. Submission of Issues

1. Each Party shall present to the other at the first session its entire package upon which it desires to negotiate. No further items may be added without the consent of both Parties.
2. During negotiations, the Board and the Association shall prepare typed proposals and counterproposals for consideration at scheduled meetings. Additional rules for conducting negotiations which are deemed necessary and are not covered in this document shall be discussed and agreed upon at this first (negotiation) session.

C. Exchange of Information

1. The Board will make available to the Association upon written request public data, and public information including public financial data of the school district.
2. The Association will provide a list of membership to the Board upon request.

D. Negotiating Team

1. The Board and the Association shall be represented at all negotiations by a team of negotiators not to exceed five (5) members each. All negotiations shall be conducted exclusively between said teams, except as provided in D.3. below.
2. In addition to said teams, each team shall be authorized to admit no more than two (2) observers at one time to negotiating meetings. Each party may name no more than two (2) observers who shall be the same observers who attend any/all negotiating meetings. The role of each parties' observers shall be the same, and that is to observe the process only. Observers may not otherwise participate in the negotiating meetings in any other way.
3. Each team is privileged to call upon consultants or resource people. Not more than two (2) consultants may be admitted at one time to negotiating meetings. Consultants may be permitted to address the negotiations when requested by the chairperson or their respective team.
4. The Parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Meetings

1. Negotiating meetings shall be conducted during the regular school day when association leave is available and the association requests such.
2. Negotiating meetings shall be private and confidential unless otherwise agreed upon by both Parties.
3. Either team may be granted time for independent caucus at any time.
4. The meeting may be adjourned or recessed at the request of either team.
5. Each meeting shall include a decision on time and place for the next subsequent meeting until all negotiations are completed.

F. Reporting

While it is expected that the negotiating teams will keep their constituents informed of progress, every effort should be made to prevent the release of information from interfering with the negotiating process. No information will be released to the public about matters under negotiation without the approval of both Parties prior to achieving agreement or severing negotiations.

G. Agreement

1. Tentative Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by the chief spokesperson of each Party. When all items have been tentatively agreed to, they shall comprise a tentative settlement.

2. Ratification

When a settlement is reached it shall then be reduced to writing and submitted for ratification to the Association and then to the Board by their respective Parties. When approved by the Association and the Board it shall constitute the Collective Bargaining Contract between the Parties.

3. Bargaining Rights

The Board agrees not to negotiate with any individual, group, or organization purporting to represent the certificated teacher, other than the Association, except as provided for in this Agreement.

H. Disagreement

1. Mediation

At any time during negotiations, and prior to the expiration of this Agreement, impasse may be declared by either party, at which time a joint written request shall be made to the Federal Mediation and Conciliation Service (FMCS) to assist the parties in reaching an agreement. Mediation shall begin as soon as the mediator can be available to the parties and shall continue until agreement is reached, if possible.

2. Advisory Arbitration

Prior to making the request of the services of an arbitrator, the parties shall make every effort to resolve the dispute. If, however, it is the position of the mediator that the mediation process will not resolve the dispute, then either party shall have the right to request the services of an arbitrator. The selection of the arbitrator shall be in compliance with the rules and regulations of the American Arbitration Association. The arbitrator shall be empowered to call hearings, meetings and witnesses in accordance with the rules and regulations of the American Arbitration Association. The arbitrator's report shall be forwarded to both parties within thirty (30) calendar days from

the date the hearing is declared closed by the arbitrator. The report of the arbitrator shall be advisory, only. Each party shall pay one-half of the expenses incurred by the arbitrator; however, each party shall be responsible for any costs incurred by that party.

Within fifteen (15) days from the receipt of the arbitrator's report the Association shall take action upon the recommendations of the arbitrator. The Association shall notify the superintendent of the decision of the Association. The Board shall have fifteen (15) days from the date of notification from the Association to take official action upon the arbitrator's report.

The parties specifically express their intent that the dispute resolution provisions contained in this section supersede those specified in Ohio Revised Code Section 4117.14.

3. Costs of Mediation

Each Party shall bear its own costs incident to mediation, and they shall share equally any direct costs charged by the Mediation Service.

I. Contract Extension

The Collective Bargaining Agreement currently in effect may be extended by mutual agreement.

J. Definitions

1. Negotiations

Negotiations means conferring, discussing, exchanging written proposals, and negotiating in good faith through the designated teams in an effort to reach agreement with respect to salaries, hours and other working conditions of employment and the continuation, modification, or deletion of existing provision of the Collective Bargaining Agreement.

2. Good Faith

Both Parties are pledged to conduct negotiations in good faith which means that there be sincere effort on the part of all negotiators to strive for agreement without interruption of the education of youth.

3. Day

For the purpose of this Procedural Agreement "day" is defined as a calendar day.

ARTICLE II

MANAGEMENT RIGHTS

The Association recognizes that the Board is the legally constituted body responsible for the management, direction, and control of all the public schools of the Board and employees and other personnel employed by the Board and for the determination of all resolutions, policies, practices, procedures, rules, and regulations governing any and all aspects of the Board's school district except as restricted by this Agreement.

These rights and responsibilities include, but are not limited to, the following except as restricted by this Agreement:

1. To determine all matters of managerial policy which include, but are not limited to: areas of discretion or policy such as functions, services and programs of the district; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the district;
2. To hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss, retain, or reinstate employees;
3. To direct, supervise, and manage the workforce, to determine the efficiency and effectiveness of the workforce, to determine the size, composition, and adequacy of the workforce; and to select the personnel by which district operations shall be carried out;
4. To maintain or increase the efficiency and/or effectiveness of district services; i.e., establishing routes, arranging stops, and directing services related to maintenance and storage of district vehicles;
5. To take action to carry out the mission of the district as a governmental unit;
6. The Board shall comply with all provisions of the constitutions of the United States and the State of Ohio.

Notwithstanding section 4117.08 of the Ohio Revised Code, the Board is not required to bargain on any subjects, including, but not limited to, those enumerated above, reserved to and retained by the Board under this Article.

ARTICLE III

ASSOCIATION RIGHTS

I. Association Rights

- A. The President of the Association or his/her designee shall have the right to visit all schools in the district for the purpose of carrying out Association business. Upon entering a school, the President or his/her designee shall first notify the office of his/her visitation. In no event shall such visit interfere with or interrupt normal school operation such as classes, student supervision, building area supervision or committee conference period.
- B. Names and addresses of newly hired teachers will be provided to the CSLEA upon request.
- C. The CSLEA shall have access to the teachers' mailboxes for distribution of CSLEA related information.
- D. The Association shall be given a place on the program of new teachers upon request to the local superintendent.
- E. The Association President or his/her designee shall be furnished a tentative agenda at least twenty-four (24) hours in advance of any regularly scheduled Board meeting. The Association, through a designated representative, shall have the right to speak to any issue opened for public discussion at the designated time on the agenda.
- F. The CSLEA shall have the right to use school buildings and facilities without charge for local professional meetings at a time when the building is being heated and a custodian normally is on duty. At other times the CSLEA may use the buildings according to the regulation and rentals established by the Board.
- G. The CSLEA wishes to use school owned equipment it shall file a timely request with the building principal and, if the equipment is not in use, it shall be made available. The CSLEA agrees to assume the responsibility for loss or damage to such equipment while in its possession at its depreciated value.
- H. The Association shall have the right to use the bulletin boards in teachers' lounges for the posting of notices and other materials relating to Association activities.
- I. The Association shall have permission to make brief announcements after faculty meetings.
- J. The Board of Education shall permit the President of the Association or his/her designee up to ten (10) days leave of absence, or the equivalent, without loss of pay, for purposes of conducting Association business. No expense shall be assumed by the Board except for substitute teachers. A form for requesting such leave can be obtained through building administration.

The President of the Association shall notify the Superintendent in writing at least thirty-six (36) hours in advance of the date (except in an emergency) of the leave for the purpose of indicating the nature of the meeting and securing an appropriate substitute teacher.

II. Superintendent/Association Communications

The Superintendent, Association President and Association Building Representative of a building where concerns exist shall meet on an as needed basis.

ARTICLE IV

PAYROLL DEDUCTIONS

I. Payroll Deductions

A. Professional Dues

1. Teachers may sign an authorization for payroll deduction for membership dues and assessments of the Clark-Shawnee Local Education Association and its affiliates. Such authorization shall continue in effect until such time that said teacher gives written notice to the treasurer of the Board to discontinue such deduction, or employment with the Board terminates. Duplicate copies must be submitted to the treasurer who will forward a copy to the Association.
2. The deduction shall be made in twenty (20) equal installments beginning the month of October and ending the month of July. For dues authorization forms not submitted to the Treasurer's Office seven (7) working days prior to the second pay of October, deductions shall be prorated beginning with the payroll following the date the forms are submitted to the Treasurer's Office.
3. Individual authorization forms for dues deduction shall be furnished by the Association, and when executed, shall be filed by the Association with the treasurer of the Board.
4. Any teacher leaving the school system shall have the unpaid balance of his/her professional dues deducted from his/her final paycheck.
5. The Board treasurer shall remit, after each payday of the month, a check to the Association treasurer for moneys deducted for Association dues.

B. Insurance – as provided by in this contract

C. Annuities – providing Board qualifications are met

D. Clark County Credit Union

E. United Way

F. The Fund for Children and Public Education

G. Short term disability

H. Other deductions as authorized by the Board

ARTICLE V

GRIEVANCE PROCEDURE

I. Grievance Procedure

A. Definitions

1. Grievance – is the alleged violation, misinterpretation, or misapplication of this Collective Bargaining Agreement.
2. Grievant – is the bargaining unit member or members making a claim.
3. Days – are defined as contract days during the school year and weekdays during the summer months.
4. “Party of Interest” – is the person or persons making the claim and any other person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The primary purpose of this procedure shall be to obtain at the building principal’s level, and in the shortest period of time, equitable solutions to grievances. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner.

C. Procedure

Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level shall be made within the time limits set forth below shall be considered settled on the basis of the last decision unless withdrawn by grievant. If an answer to a grievance is not received within the time limits set forth below, it may automatically be appealed to the next level. The time limits specified may, however, be extended by mutual agreement.

Level One – Informal

Within twenty (20) days of an event or condition, or the teacher’s knowledge of the event that an individual considers to be a grievance, he/she shall discuss the problem with his/her building principal unless the absence of either party prohibits such a meeting. The meeting shall be in private in a mutually agreed upon location in the school building.

Level Two – Formal

In the even the aggrieved person is not satisfied with the disposition at Level One or no decision has been rendered within five (5) days after the informal meeting, he/she may initiate the formal proceedings by filing a written request on the

appropriate forms for a meeting with the building principal; this request is to be registered within five (5) days following the termination of Level One.

Within five (5) days of the filing, a hearing shall be arranged between the aggrieved and the building principal, and at the option of the grievant, a representative of the Association and other parties that may be needed to give information relative to the claim.

A written reply by the principal shall be given to the aggrieved and the Association within five (5) days of the Level Two hearing.

Level Three

If the aggrieved person is not satisfied with the disposition of the building principal, he/she may continue the grievance with the Superintendent or designee within five (5) days after the disposition at Level Two by completing Step 2 of the Grievance Report Form and submitting it to the Superintendent or his/her designee. Within the next ten (10) days a hearing shall be arranged between the aggrieved and the Superintendent or designee, that may be needed to give information to the claim. The local superintendent shall have five (5) school days during which to offer a written reply to the aggrieved and the Association.

Level Four

If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three, he/she may continue the grievance with the Superintendent or his/her designee within five (5) days after the disposition at Level Three by completing Level 3 Formal Grievance Presentation Form and submitting it to the Superintendent or his/her designee. However, it becomes his/her option or the Association's to present the grievance at the next regular meeting of the Board. If the grievant or the Association desires to present the grievance to the Board at the next regular meeting of the Board, then the grievant and the Superintendent must meet seven (7) days prior to the date of the next regular meeting of the Board to determine how/when the grievance will be heard (i.e. in public session, what part of the agenda, and/or in executive session). In the alternative to the above, the grievance may be submitted directly to Level Five of the grievance procedure.

The aggrieved party may bring an Association representative to the Board meeting with him/her. The Board shall render its decision at the following regularly scheduled meeting or at an earlier date if it so desires.

Level Five

If the aggrieved person is not satisfied with the disposition on Level Four or has chosen to submit the grievance directly from Level Three to Level Five, he/she may request the issue be submitted to arbitration. Such request may be made within five (5) days after the receipt of the disposition on Level Three or Level Four, whichever is appropriate.

Upon filing of such request with the Superintendent, the Board and the Association shall jointly request the American Arbitration Association to provide the arbitrator. Selection of the arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association. The costs of the arbitration shall be shared equally by the Association and the Board. No grievance may be submitted to arbitration without the consent of the Association.

The arbitrator shall hold the necessary hearing and issue the decision within such time as may be in accordance with the voluntary rules and regulations of the AAA. The decision shall be in writing and a copy sent to the Association and Board representatives present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association. 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 declaration of opinion which are not directly essential in reaching the decision.

The arbitrator shall in no way interfere with management prerogatives nor limit or interfere in any way with the powers, duties and rules and regulations having the force and effect of law unless stated in this contract.

D. Miscellaneous

1. The Association has the right to be present at any and all discussions pertaining to the meetings held under this Article.
2. No teacher shall be denied the right to Association legal advice and/or other counsel in any of the levels of the grievance procedure.
3. A grievant may appear on his/her own behalf or may be represented at any and all steps of the Grievance Procedure by the Association and by any other person of the aggrieved's choice.
4. A grievance may be withdrawn at any level without prejudice or record.
5. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent or his/her designee directly, and the processing of such grievance shall be commenced at Level Three.
6. Forms for filing grievances, making reports, and other necessary documents shall be given appropriate distribution to facilitate operation of the grievance procedure.
7. In all levels of the formal proceedings, official Grievance Forms shall be completed by the grievant in triplicate: one (1) is for the aggrieved; one (1) for the administration; and one (1) for the Association.
8. Decisions rendered at all formal levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties of interest.

9. No records, documents or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in the Agreement.
10. Other than not limiting the individual rights of a teacher to discuss the complaint informally with members of the administration through normal channels of communication, the sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of the teacher's rights thereunder shall be pursuant to the grievance procedure.

However, the Association shall have full control over the grievance being processed to arbitration. No grievance shall be submitted to arbitration without the consent of the Association.

11. No reprisals of any kind shall be taken by either party or by any member of the administration against any party in interest, any school representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

Nothing contained herein shall deprive any teacher of any legal right which the teacher presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election shall bar any further or subsequent proceedings for relief under the grievance procedure unless the matter is returned by the court or other administrative agency to the grievance procedure. However, a teacher shall be totally responsible for all expenses incurred.

TYPE OR PRINT

GRIEVANCE FORM A

FORMAL GRIEVANCE PRESENTATION

LEVEL TWO

(A copy of the grievance form will be submitted to the Association, Superintendent, and Principal by the aggrieved who will retain one copy.)

AGGRIEVED _____ DATE OF FORMAL PRESENTATION _____

ASSIGNMENT _____ PRINCIPAL _____

DATE AND NATURE OF THE ALLEGED GRIEVANCE:

GRIEVANCE RELATES TO MASTER CONTRACT:

RELIEF SOUGHT:

Signature of Grievant

TYPE OR PRINT

GRIEVANCE FORM B

DECISION OF PRINCIPAL

LEVEL TWO

(A copy to be completed by the principal who shall retain one copy and deliver one copy to the aggrieved, the Association and the Superintendent within five (5) school days of the formal grievance hearing.)

AGGRIEVED _____ DATE OF FORMAL GRIEVANCE PRESENTATION _____

ASSIGNMENT _____ DATE OF FORMAL GRIEVANCE HEARING _____

DECISION OF PRINCIPAL AND REASONS THEREFORE:

Date of Decision

Signature of Principal

.....
Aggrieved's Response: (To be completed by the Aggrieved with one copy returned to Principal, Association, and Superintendent within five (5) school days of the decision date)

_____ I accept the decision issued above.

_____ I hereby appeal the decision to Level Three.

Date of Response

Signature of Aggrieved

DECISION OF SUPERINTENDENT

LEVEL THREE

(To be completed by the Superintendent who will retain one copy and deliver one copy to the Aggrieved, Principal, and Association within five (5) school days of the formal hearing.)

AGGRIEVED _____ DATE OF RECEIPT
OF GRIEVANCE _____

ASSIGNMENT _____ DATE OF FORMAL
GRIEVANCE HEARING _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision

Signature of Superintendent

.....
Aggrieved's Response: (To be completed by the Aggrieved with one copy to the Aggrieved, Principal and Association within five (5) school days of the decision date.)

_____ I accept the decision of the Superintendent.

_____ I hereby appeal the decision to the Board.

_____ I hereby request the grievance be submitted to arbitration.

_____ The Association hereby submits the grievance to arbitration.

Date of Response

Signature of Aggrieved

DECISION OF BOARD

LEVEL FOUR

(To be completed by the Board which shall retain one copy and deliver one copy to the Aggrieved, Superintendent, Principal, and Association within five (5) school days of the formal hearing. As stated in the Master Contract, this hearing shall take place at the next scheduled Board meeting or within two weeks of the filing of this appeal.)

AGGRIEVED _____ DATE OF RECEIPT
OF GRIEVANCE _____

ASSIGNMENT _____ DATE OF HEARING
OF GRIEVANCE _____

DECISION OF BOARD AND REASONS THEREFORE:

Date of Decision

Signature of Board President

.....
Aggrieved's Response: (To be completed by the Association and/or individual within five (5) school days of decision date with a single copy to Board, Superintendent, Principal, Association and/or aggrieved.)

_____ I accept the decision of the Board.

_____ I hereby request the grievance be submitted to arbitration.

_____ The Association hereby submits the grievance to arbitration.

Date of Response

Signature of Aggrieved

ARTICLE VI

SICK LEAVE

I. Entitlement and Credits

1. Teachers – Each full time teacher shall be credited with sick leave of one and one-fourth workdays with pay for each of the twelve calendar months. Each part-time teacher shall be credited with sick leave in proportion to hours worked as compared with full-time credit of one and one-fourth workdays per month. When teachers convert from part-time to full-time status with the District, the teacher's proportionate sick leave days credited remain to the teacher's credit on a proportionate basis. Such credits shall be posted to their account monthly. However, once a teacher has reached the maximum accumulated sick leave credit permissible under section 2 herein (i.e. two hundred and fifty-eight (258) days), the teacher shall no longer continue to be credited with sick leave days in accordance with this section.
2. The end of fiscal year total accumulated sick leave credit shall be two hundred fifty-eight (258) days.
3. Sick leave shall be deducted in intervals of one-fourth (1/4) days.
4. After the eighth occurrence of absence, the superintendent may request a doctor's statement explaining the reasons for the absence.
5. An employee must complete and submit the appropriate kiosk entry within three (3) days of using such leave.

II. Authorized Charges to Sick Leave

1. Absence due to employee's personal illness, injury, exposure to communicable contagious diseases, and unavoidable dental or medical appointments during the workday; or
2. Absences due to illness, injury or death of children, spouse, parents, grandparents, brothers, sisters, comparable in-laws, and members of employee's household standing in the same relationship.
3. If an employee's use of sick leave is for maternity purposes, the employee's charges to sick leave shall be limited to no more than six (6) weeks in length, unless additional leave beyond six (6) weeks is medically necessary as certified by a licensed physician.

III. Family and Medical Leave Act

Teachers who qualify shall be entitled to leave of absence under the Family and Medical Leave Act of 1993 (FMLA). Such leave shall not limit or lessen the leave provisions of this Agreement. To the extent that provisions of the FMLA are covered by paid leave provisions of this Agreement, the twelve (12) weeks of leave and

benefit coverage to which a teacher is entitled under the FMLA shall run concurrently with existing paid leave benefits.

IV. Sick Leave Bank Program

- A. The Clark-Shawnee Local Board of Education shall establish a sick leave bank program for the purpose of providing paid days for an employee who has experienced a catastrophic illness or injury to his/her self and who has exhausted their accumulated sick leave days. "Catastrophic illness or injury" shall be defined for purposes of this section as prolonged personal illness, injury, or non-elective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SLBC).
- B. The sick leave bank program cannot be used beyond the current contract year under which the individual is employed or beyond the end of the school year in which the application is made. Employees may not participate in this program if their accumulated sick leave balance is larger than their current employment contractual year.

C. Enrollment and Donations

Members may only enroll in the sick leave bank program during the month of September which will be entitled the "enrollment period." Upon enrollment a member shall contribute one (1) of his/her accumulated sick days to the sick leave bank. Days contributed to the sick leave bank are non-returnable.

Membership in the sick leave bank shall be continuous from year to year until a member withdraws. Withdrawals from membership in the sick leave bank program are accepted only during an enrollment period and only upon written notice by the member to the SLBC of his/her intent to withdraw.

Whenever the total number of sick leave bank days falls below fifteen (15), the sick leave bank enrollees may donate up to two (2) additional days of their accumulated sick leave days to the sick leave bank. When the total number of sick leave bank days falls below fifteen (15), any teacher who has an accumulated sick leave balance larger than their current employment contractual year may donate one (1) day per contract year of their accumulated sick leave days to the sick leave bank without being an "enrollee".

- D. Requests for use of the sick leave bank program will be considered on a case-by-case basis. The SLBC shall be composed of two (2) Board appointed members and two (2) Association appointed members and chaired by a mutually agreeable fifth member. Any employee who wishes to use the services of the sick leave bank program agrees to allow the committee access to their Clark-Shawnee Local School District attendance history. The SLBC shall review and approve or deny by a majority vote all applications for use of sick leave bank days. The chairperson shall vote only in the case of a tie vote. The chairperson shall report any action taken by the SLBC to the treasurer. All decisions by the SLBC are final.

E. Criteria and Procedures

The employee must have exhausted his/her entire accumulated sick leave balance prior to use of sick leave bank days.

Use of sick leave bank days is restricted to sick leave bank member employees who are experiencing personal illness or injury to themselves.

All request and/or decisions by the SLBC will be subject to review by any sick leave bank member.

All donations of sick leave by staff members will remain confidential and should be submitted to the district treasurer on the sick leave bank donation form.

Employees requesting consideration for the sick leave bank program must complete the request on the application for use of sick leave bank form.

An employee who wishes to use sick leave bank days must be a member of the sick leave bank prior to their illness or injury.

Any member who wishes to use sick leave bank days must have their personal physician certify the need for the use of leave.

Withdrawal days from the sick leave bank will be made only for absences under a member's normal teaching contract. Withdrawals will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

Days may not be received from the sick leave bank for absences due to childbirth.

Contributions to the sick leave bank shall not count against a member's record of perfect attendance.

Members withdrawing days from the bank and returning to work will be required to return days to the bank. After the withdrawing member's sick leave balance reaches five (5) days, the member will be required to return one (1) day to the bank until the days are repaid.

Members who have withdrawn days from the bank and leave the Clark-Shawnee Local School District will only be able to transfer his/her sick leave balance to the new school of employment less the days owed to the sick leave bank.

Members of the sick leave bank committee who retire and owe days to the sick leave bank committee will receive severance pay on the balance of the sick leave days less the days owed to the sick leave bank.

Any employee who donates any days of their accumulated sick leave to the sick leave bank pursuant to the provisions of this section, the sick leave days will immediately be deducted from the total accumulation of the donor.

Days withdrawn from the sick leave bank will be paid at 100% of the member's daily rate of pay.

Once qualified to receive a withdrawal from the bank, the maximum number of days a member may receive from the sick leave bank shall not exceed eighty (80) days per year. Sick leave bank days will be approved in blocks not to exceed twenty (20) days.

Additional blocks of sick leave bank will be renewed only with the approval of the Sick Leave Bank Committee.

DONATION OF SICK LEAVE FORM

1. Sick leave days will immediately be deducted from the total accumulation of the donor.
2. The donor employee shall donate one (1) unused sick leave day to the sick leave bank program.
3. The names of the donors to the sick leave bank program will be kept confidential.
4. Enrollment in the sick leave bank program is open to all employees during the month of September each year.
5. Donation by non-sick leave bank program members may be made when the total number of sick leave bank days fall below fifteen (15), if the donor has an accumulated sick leave balance larger than their current contractual year. Such donations may be no more than one (1) day per contract year of the donor's accumulated sick leave days. Said donors may make such donations without being considered a sick leave bank program "enrollee."

I have read the sick leave policy and agree to donate one of my unused accumulated sick leave days to the sick leave bank program.

_____ Donation/Enrollee

_____ Donation Only/I Do Not Wish to Enroll

Date

Name of employee making donation

Signature of employee making donation

**CLARK-SHAWNEE LOCAL SCHOOLS
CERTIFICATED SICK LEAVE BANK
REQUEST FORM**

As a member of the Sick Leave Bank Program (SLBP) and in accordance with the Negotiated Agreement (Article VI, Section IV), I wish to apply for _____ days (see note below) from the Sick Leave Bank.

Having used up all my accumulated sick leave, including possible advances of any sick leave, I qualify to be considered for Sick Leave Bank Days effective _____ (date) through _____ (date).

If there are any questions, please feel free to contact the Treasurer at (937) 328-5378.

NAME _____

HOME PHONE # _____ SCHOOL PHONE # _____

BUILDING _____ ASSIGNMENT _____

SIGNATURE _____ DATE _____

The reason I need days from the Sick Leave Bank is:

ATTENDING PHYSICIAN'S NAME: _____

ATTENDING PHYSICIAN'S SIGNATURE: _____

**PLEASE SUBMIT THIS REQUEST TO:
Treasurer
Clark-Shawnee Local School District
3680 Selma Road
Springfield, Ohio 45502**

ARTICLE VII

BEREAVEMENT LEAVE

- I. Certified/licensed employee absence from duty due to a death:
 - A. For absence because of death in the immediate family of an employee, including marital relative in employee's household:
 - 1. three (3) days with full pay may be allowed in each case of death of the employee's father, mother, sister, brother, spouse, child, grandchild, employee's parent-in-law, brother-in-law, or sister-in-law.
 - 2. one (1) day with full pay may be allowed in each case of death of the employee's grandparents, aunt, uncle, first cousin, niece, nephew, or children-in-law.

ARTICLE VIII

PERSONAL LEAVE

I. Personal Leave

The teaching staff will be granted three (3) days absence from school for approved personal reasons, as defined below. Such personal leave shall not chargeable to sick leave and will be granted, when approved, with full pay.

The granting of said personal leave is upon review of the building principal and final approval of the superintendent who shall be notified at least forty-eight (48) hours prior to the request, except in an emergency. Notification to the building principal and approval of the superintendent shall be made through the appropriate kiosk entry. The notification shall reflect the number indicating the appropriate reason set forth below for the request. Members of the teaching staff who falsify requests for the use of personal leave may be subject to discipline.

The following reasons shall qualify for the use and approval of personal leave:

1. Personal business which cannot be performed at any other time. The superintendent may inquire further as to the basis for the request and support for why the request is for the reason indicated.
2. Religious holidays not included in the school calendar.
3. College graduation of immediate family.
4. Funerals other than in the immediate family.
5. Extensions of sick leave for funerals because of special circumstances, i.e., travel breakdown.
6. Emergency to property, i.e., flooding, storm, fire, etc.
7. Attendance at an official District-related meeting not covered by the professional leave policy.
8. Events and activities of family members (the term "family members" as defined in Article VI, Sick Leave, but inclusive of grandchildren).
9. Events that have legal implications.

Personal Leave, except in the case of extreme emergency, shall not be granted for or on:

1. The first or last day of school.
2. The day preceding or following a day (or days) when school is closed for a holiday.

3. In the event that our Thanksgiving recess is immediately preceded by a compensatory day, personal leave will not be granted unless there is an extreme emergency.
4. During the months of September or May, personal leave will not be authorized without a submission or explanation and prior to approval from the superintendent.
5. Professional conference days.
6. The pursuit of leisure time activities.
7. Outside employment.

Any staff member requesting an exception to the above, due to extreme emergency, shall contact the superintendent directly to discuss the nature of the emergency, and for approval of the use of personal leave.

On June 30th of each school year, unused personal leave balance shall be converted and added to the accumulated sick leave balance. Three (3) unused personal days will be converted to three (3) sick leave days. Two (2) unused personal days will be converted to two (2) sick leave day.

ARTICLE IX
ASSAULT LEAVE

I. Assault Leave

Notwithstanding the provision of Section 3318.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical or mental disability resulting from assault under the following conditions:

Any certificated teacher who must be absent from his or her duties due to disability resulting from an assault by a student or the parent or legal guardian of a student of this system, while teaching or where required to be in attendance or a voluntary duty assignment at a school-related activity, on or off school premises before, during or after school hours, will be paid his or her full scheduled compensation for a maximum period of twenty (20) days. If permanently disabled the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved by STRS. The period of such absence, as defined in this provision, shall be termed "assault leave."

Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault and the cause thereof, including the location and time of the assault, name and address of victims and witnesses, and the applicant requesting the assault leave. If medical attention is required or sought, the teacher shall also furnish to the superintendent a statement of the nature of the disability and its duration, which has been signed by a physician licensed in the State of Ohio.

Falsification of either the written signed statement of the events or circumstances surrounding the assault or the physician's statement shall be grounds for suspension or termination of employment under 3319.16 O.R.C.

Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to 3319.08 O.R.C, this Contract, or any other leave to which the teacher is entitled.

ARTICLE X

MATERNITY/CHILD CARE/ADOPTIVE LEAVE

I. Maternity/Child Care/Adoptive Leave

The Board shall grant a leave of absence for maternity, or adoption without pay and may grant such leave without pay for child care, to any regularly employed staff member.

1. An employee may request a leave of absence, without pay, for the purpose of maternity, child care or adoption. Such request must be submitted to the Superintendent at least thirty (30) days prior to the start of the request leave of absence except in emergency situations. The request shall state the length of absence desired by the employee.
2. The leave of absence shall be for the remainder of the semester or the remainder of the school year. The teacher shall notify the Superintendent of intent to return in September. The right to return from leave other than the beginning of the school year shall be dependent upon an available opening in the teacher's field of certification.
3. At the request of the teacher and at the discretion of the Board and upon the recommendation of the Superintendent, a maternity, child care or adoptive leave requested and granted may be curtailed or terminated prior to the expiration of the full term for which the Board granted the leave.
4. Employee shall have the right to participate in all fringe benefit programs at the employee's expense during the leave period.
5. The contract status of any such employee may be affected as provided for by law during the period of maternity, child care or adoptive leave, but the normal annual salary increment shall not be granted unless one hundred and twenty (120) days of the contract have been fulfilled.

ARTICLE XI

PROFESSIONAL LEAVE

I. Professional Leave

- A. All requests to be absent from school for professional meetings will be made to the principal in writing seven (7) days in advance.
- B. All requests shall be approved or denied by the local superintendent after recommendation by the building principal.
- C. If the cost will exceed \$450.00, final approval will be made at least seven (7) days before the Board meeting preceding the proposed absence.
- D. Absence will be limited to two (2) days and one (1) night, per occurrence.
- E. Expenses for approved visitation or attendance at professional meetings shall be in accordance with Board approved guidelines.
- F. Requests for professional leave shall be submitted via kiosk with accompanying documentation provided to building principal and/or Treasurer's Office.

ARTICLE XII

MILITARY LEAVE

Any regular staff member who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave.

Upon return from such service with any type of discharge other than a dishonorable discharge, the teacher must be reemployed under the same type of contract which he/she last held in the district, provided the teacher applies to the Board of Education for reemployment within ninety (90) days after his/her discharge. If the application is made at least thirty (30) days before the beginning of the next semester, the teacher may not be employed until the following semester, unless the Board waives the thirty (30) day requirement.

ARTICLE XIII

JURY DUTY AND COURT SERVICES

- I. When a teacher is called for jury service, or is subpoenaed to serve as a witness in a court action, except if that court action is an action adverse to the Board, he/she shall give his/her immediate supervisor proper notice and the Board will reimburse the teacher his/her regular pay. It is the responsibility of the teacher to collect for his/her court services.

- II. When a teacher is involved in a court action arising from his/her employment, he/she shall be given the necessary time for court appearances with pay.

ARTICLE XIV

CONTRACT YEAR

I. Contract Year

The teaching contract year shall consist of one hundred eighty-four (184) days as follows:

- A. One hundred seventy-nine (179) days of instruction.
- B. Five (5) days will be used for the following:
 - 1. Two (2) days for parent-teacher conferences in grades K-12,
 - 2. Two (2) full days for a teacher workday just prior to the first student day at the beginning of the school year,
 - 3. One (1) teacher workday at the end of the school year.
- C. The Superintendent shall furnish the Association with a proposed calendar at least two (2) weeks in advance of the adoption of the calendar by the Board. Calendar input will be accepted by the Superintendent prior to his/her recommendation to the Board.

ARTICLE XV
SEQUENCE OF CONTRACT

I. Limited Contracts

The state law is to be followed in regard to temporary certificates.

Contract Acceptance

A member of the bargaining unit offered a contract of employment is encouraged to return such written contract to the Treasurer of the Board at such time as shall be indicated on said contract, but not later than July 10.

Filing of Certificates

All valid Ohio teaching certification should be filed with the treasurer upon initial employment. All additional certification/licensure received during subsequent employment, including validation on certificates/licensures to teach additional subject areas, should be submitted to the treasurer within ten (10) days of their receipt.

Certificates/Licensures

All holders of certificates/licensures will be granted contracts under the following procedures based on the recommendation of the administration:

- a. New or beginning teachers in the district shall be granted a contract of one year's duration. (All reemployed teachers shall be offered no more than one additional one (1) year contract.)
- b. Following the completion of two one (1) year contracts, all reemployed teachers will be offered a two (2) year contract.
- c. Following the completion of one two (2) year contract, all reemployed teachers will be offered a three (3) year contract.
- d. Following the completion of one three (3) year contract, all reemployed teachers will be offered a four (4) year contract.
- e. Following the completion of one four (4) year contract, all reemployed teachers will be offered a five (5) year contract. Thereafter, each reemployed teacher will be offered a five (5) year contract.
- f. At the conclusion of any limited contract the teacher may be reemployed on a probationary status for a period of one (1) or two (2) years.
- g. A teacher may request a lesser contract one time during term of this contract.

II. Continuing Contracts

Teachers who are eligible for a continuing contract will be considered for such during the final year of their limited contract, provided they notify the Superintendent in writing on or before October 1 of the school year in which they would like to be considered for such.

ARTICLE XVI

TEACHER WORKDAY/INSERVICE MEETINGS

I. Teacher Workday

- A. Teacher workdays (both teaching day and/or professional inservice and workdays) will be of uniform length and teachers are to be present in assigned buildings for the required length of time.
- B. The starting and dismissal times for students may vary from building to building provided, however, the length of the teacher workday shall not exceed seven hours and twenty minutes daily.
- C. One (1) hour on the teacher workday that is not uninterrupted before the first student day shall be used for District collaboration meetings. The last workday after the last student day shall be uninterrupted.

II. Inservice and Other Meetings

- A. Teachers and administrators will have a dual role in planning one (1) inservice program each school year.
- B. Certified/licensed personnel will be hired or provided when teachers are required to attend inservice meetings consisting of one-half (1/2) days or more of school time.
- C. Teachers will reserve after school time (1 hour) on the first Monday of each month that school is in session for faculty meetings with building principals.

Five (5) early release days shall be scheduled during each school year for purposes of District collaboration meetings. Each such meeting shall extend forty (40) minutes beyond the regular teacher contractual workday.

Meetings under section C that conflict with school closings shall be held the next school day.

ARTICLE XVII

DAILY PLANNING PERIOD

I. Daily Planning Period

- A. All full time teachers will have, whenever possible, a daily planning time of at least forty (40) consecutive minutes. At least three (3) daily planning times per week shall be used for individual planning and shall be uninterrupted except when agreed upon by the building principal and the teacher. Teachers teaching half-time or more shall receive planning/conference time proportionate to the length of their workday. All remaining planning times per week (i.e. up to two (2)) may be used for conferencing and other instructional needs including but not limited to IEP, IAT or other student-related meetings that occur during planning time.

Both parties acknowledge that on days when the start of school is delayed or on those days when school is released early, the planning time contemplated herein may not be available.

B. Emergency Substitute Teaching

Upon the approval of the building principal and mutual consent of the teacher, teachers who cover a class for an absent teacher (when a substitute teacher is unavailable) shall be reimbursed twenty-six dollars and fifty cents (\$26.50) per instruction period which is at least forty (40) minutes in length:

ARTICLE XVIII

TEACHER DUTIES

I. Teacher Duties

- A. Classroom teachers are not required to remain in their assigned classrooms when another teacher is in charge.
- B. All attendance recording will be kept by personnel in the respective school offices. Teachers are to report student absences on forms provided, at the time of day requested, and send the forms to the building offices.

ARTICLE XIX

TEACHER DUTY FREE LUNCH

I. Teacher Duty Free Lunch

Each annually contracted teacher shall have duty free lunch of a minimum of thirty (30) consecutive minutes in each workday except when agreed upon by the building principal and teacher.

ARTICLE XX

PARENT CONFERENCES AND OBSERVATIONS

Although cooperation and communication between parents and teachers is an important facet of teaching and shall be encouraged at all levels, the normal discharge of a teacher's daily responsibilities must be given first consideration. Therefore, any parent conferences or classroom observations by parents will be scheduled in cooperation with the teacher. If anyone misses parent/teacher conferences for any reason other than sick leave of more than one (1) day, or an assignment by the principal to other school related activities, then the teacher agrees to make up the missed conference time with the affected parent(s) at a mutually agreeable time outside the regular teacher workday within the next three (3) school weeks. The make up time shall be equal to the missed conference period and shall be documented in writing by the teacher and signed off on by the building principal.

ARTICLE XXI

PART-TIME EMPLOYMENT

I. Part-Time Employment

Each bargaining unit member who works less than full time shall be granted a full year of seniority for salary purposes for the school year in which part-time is in effect. Salary, sick leave accumulation, medical insurance and planning time for such members shall be prorated according to a full time bargaining unit member.

ARTICLE XXII

REDUCTION IN FORCE

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

A RIF may occur for the reasons set forth in R.C. 3319.17, as well as for curriculum changes and/or financial reasons.

PROCEDURE

1. CSLEA shall be notified of the extent of any staff reduction at such a time as a decision is made by the Board, and shall be further notified as to which teacher shall be suspended.
2. Reduction shall first be covered by attrition, however, the Board shall not be required to fill all vacancies.
3. If additional reductions are necessary they shall be accomplished as follows:
 - a. The Superintendent shall identify the number of teaching positions and within which teaching fields reductions will be necessary.
 - b. Teachers shall be placed on lists for each teaching field for which they are presently licensed/certified to teach.
 - c. Each teaching field list shall be populated first by teachers who hold continuing contract status with the District; then by teachers on limited contract status with the District.
 - d. In determining order of placement on each teaching field list within contract status, order shall be determined based upon individual teacher performance as evidenced by the results of the teacher evaluation process in accordance with this Agreement. In the event two (2) or more teachers have equal performance, order on the teaching field list will be determined by seniority.
 - e. Seniority – For the purpose of this contract, seniority shall be defined as the number of years of service with the school district. Part-time teachers' seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of the part-time employment. If two or more individuals have equal seniority as defined herein, then the following shall apply:
 - (1) The date of the Board meeting at which the teacher was hired, then by;
 - (2) The date on which the employee submitted a completed job application;
 - (3) By lottery, and the employee's name who is drawn first will be deemed the most senior. This procedure shall be implemented in the presence of the Association President and/or designee.

- f. When implementing reductions within each teaching field affected, teachers who hold limited contracts who are lowest on the teaching field list for the teaching field affected shall be reduced first; followed by teachers who hold continuing contract status with the District.

Recall shall be done in inverse order of reduction. Teachers who hold continuing contracts shall be recalled first, then followed by teachers who hold limited contracts. Recall shall be to a position for which the individual is properly certified/licensed and qualified. No new employees may be hired until laid off employee(s) have been offered the position and have rejected the offer, or is removed from the recall list as outlined below.

RIGHTS WHILE ON SUSPENSION

1. If recalled, the individual shall have the right to return to the same seniority level, contractual status and total sick leave accumulation.
2. The employee shall have the right to all insurance benefits for a period of twenty-four (24) months, providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of all such insurance benefits fifteen (15) days prior to the due date.

RECALL RIGHTS

1. Employees who are suspended shall be retained on the recall list for twenty-four (24) months.
2. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing,
 - b. Resigns,
 - c. Fails to accept recall to a position for which he/she is certified/licensed within five (5) days of notification, or
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.

The individual who has been affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the superintendent's office.

All recall notices and acceptance notices shall be mailed by certified mail with knowledge of receipt provided to the superintendent, or by hand delivery.

ARTICLE XXIII

POSTING OF VACANCIES, ASSIGNMENTS, AND TRANSFERS

A. Posting of Vacancies

1. School Year

During the school year, a notice of any vacancies and any newly created positions in certificated staff will be posted on the main bulletin board in the office and teachers' workroom in each building when the position is officially open. All positions will be posted for a period of five (5) days before the position is filled.

All postings shall include the following:

- (a) Position(s) available
- (b) Requirements for the position
- (c) Deadline for the application
- (d) Effective starting date
- (e) Date of posting

2. Summer Months

During the summer months, all teachers will be notified of all vacancies through the district's voice mail.

B. Voluntary Transfers

1. Definition – A voluntary transfer involves a staff member initiating the request to be moved to a different position within the district due to the occurrence of a vacancy.
2. Seniority – For the purpose of this contract, seniority shall be defined as the number of years of service in the school district. Part-time teachers' seniority shall be determined on a percentage basis. The percent of seniority shall be equal to the percent of the part-time employment. If two or more individual have equal seniority as defined herein, then the following shall apply:

- (a) The date of the Board meeting at which the teacher was hired; then by:
- (b) The date on which the employee submitted a completed job application.

3. Criteria for filling of Vacancies with Voluntary Transfers

Personnel with seniority shall be given first consideration for openings in their certified/licensed areas.

Criteria for any vacancy shall be based on:

- (a) Degree
- (b) Certification

- (c) Seniority
- (d) Personal Interview
- (e) Experience in subject matter

An application submitted for an existing vacancy shall be considered as a request for voluntary transfer for only that position applied. When the decision is made, the superintendent or principal shall notify the professional member of the decision.

C. Involuntary Transfer

1. Definition – an involuntary transfer involves a staff member being moved to a different position, room or location at the request of the administration.
2. Criteria for Filling of Vacancies with Involuntary Transfers.

Building principals, in consultations with the superintendent, will make all staff assignments. Staff members will be notified as soon as possible after a decision has been made to change the tentative assignments. Any such changes shall be made in consultation with the staff member. Teaching assignments will be made only in the area of the staff member's certification. Assignments outside of the area of certification will be made only in an extreme emergency and with the consent of the staff member.

- A. The Board will make reasonable efforts to finalize all involuntary transfers prior to August 1st.

ARTICLE XXIV

TEACHER PERSONNEL FILES

1. File Location

A personnel file for each teacher shall be maintained in the office of the Superintendent.

2. Access to File

a. Appropriate school personnel authorized to have access to the personnel files are the treasurer, administrative and supervisory persons, responsible employees, State Department of Education and Local Board of Education, officials responsible for determining proper maintenance of such records, authorized law enforcement officials, individual with a court order to release such records, the employee, or a designee authorized by the individual.

b. Personnel records shall be available for public review except for matters which are exempt by law as set forth in R.C. 149.43 (A) (1):

- Confidential Law Enforcement Investigating Record
- Medical Record
- Trial Preparation Record
- Any other records the release of which is prohibited by state or federal law

c. The employee's social security number and non-published phone number as indicated in the staff directory will not be revealed to anyone, other than the employee, when a personnel record is being reviewed.

3. Individuals Wishing to Review Personnel Records Shall:

- a. Request access in writing at least 48 hours in advance,
- b. Be 18 years of age or older,
- c. Present appropriate identification,
- d. Review the records in the presence of the administrator designated to maintain such records or designee,
- e. Make no alterations or addition to the record nor remove any materials therefrom, and
- f. Sign a log attached to the file indicating date and person reviewing.

The employee shall be provided a copy of the written request under section 3(a) above the day of the request, before the request to review the file is granted which shall be at least twenty-four (24) hours (at least one (1) work day) from the time of the request.

4. File Content

A teacher has the right to see and rebut in writing any information in his/her files.

5. Entry of Materials by Teacher

The professional staff member may submit letters of merit which shall be placed in his/her personnel file.

6. Removal of Materials in Files

Information in the personnel files may be removed upon mutual agreement of the professional staff member and the administrator making the entry or the superintendent.

7. Anonymous Letters

Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.

8. Copies of Materials

A teacher will be entitled to a copy of any material in his/her file upon request.

9. A teacher will be sent a copy of any material in his/her file unless such material originates from the teacher or bears the teacher's signature.

ARTICLE XXV

PAYROLL PROCEDURE

1. Individual salaries shall be paid every two (2) weeks in twenty-six (26) equal pays.
2. When school is in session and Friday is a scheduled holiday, salaries will be paid on the preceding Thursday. In the event school is not in session on Thursday or Friday, salaries will be mailed.
3. Individuals wishing to have their summer checks mailed may have this option at Board expense.
4. A supplemental pay will be issued to each eligible teacher at the end of the respective season following submission of supplemental pay form.
5. All newly hired employees will enroll in direct deposit.

ARTICLE XXVI

SALARY REDUCTION PAYMENTS/S.T.R.S.

I. Salary Reduction Payment of S.T.R.S.

Each teacher's salary shall be reduced in an amount equal to the teacher's contribution to the State Teachers Retirement System and paid to S.T.R.S. on behalf of the teacher.

- A. The salary reduction method of S.T.R.S. payment shall apply uniformly to all teachers and no teacher covered by S.T.R.S. shall be exempt.
- B. The payment defined herein shall apply to all compensation earned including regular contract and supplemental contract earnings.
- C. Should the Internal Revenue Service or the State Teachers Retirement System determine that this reduction provision is not qualified under the IRS code, or is unlawful in any manner, this provision shall be null and void.

ARTICLE XXVII
SALARY SCHEDULES

I. Salary Schedule

The salary schedule for the length of the contract will be shown on the following pages. For contract year 2013-2014, there will be no increase on the base salary for 2012-2013, however all salary schedule step movement that was frozen for the 2011-2012 contract year only shall be reinstated. For contract years 2014-2015 and 2015-2016, the parties agree to reopen the contract to negotiate this Section as well as Article XXIX, Medical Insurance.

Teachers employed may receive credit for not more than ten (10) years experience, not more than five (5) of which may be military service.

II. Provisions for Implementation of Salary Schedule

Teachers new to Clark-Shawnee Local School District must present satisfactory evidence proving experience and training levels.

All additional hours must be approved in advance by the Local Superintendent. Teachers may advance on the schedule from one class to another twice a year.

In order to advance from one class to another at the beginning of a school year, a teacher must present official transcripts not later than October 1st that the necessary work for advancement has been satisfactorily completed.

In order to advance from one class to another at the beginning of the second semester, a teacher must present official transcripts that the necessary work for such advancement has been satisfactorily completed, not later than January 10.

III. Hourly Rate

The hourly rate for summer school teachers and home instruction shall be .0007 in the beginning Bachelor's Degree salary.

IV. Supplemental Salary Schedule

Supplemental duties shall be defined as those duties which are in addition to the employee's regular duties. Employees performing supplemental duties shall be issued written individual, limited contract that include:

- A. Duration of supplemental contract,
- B. Title of supplemental position,
- C. Amount of supplemental compensation or hourly rate of payment.

V. Supplemental Positions

All supplemental positions that are vacated and the Board decides to fill for the subsequent school year shall be posted for a period of five (5) days and such five (5) day posting shall be open to qualified bargaining unit members only. (These postings shall be made available to the Association President for distribution/circulation to the bargaining unit.) After the five (5) day internal posting period, all remaining vacant supplemental positions shall be held open to all qualified internal and external applicants until filled.

All supplemental positions that are vacated shall be offered to qualified members of the unit prior to any offer outside of the unit. The Board may decide not to offer supplemental positions on an annual basis based upon qualifications of applicants, student enrollment and/or other financial considerations.

VI. Extra Duty Compensation

The extra duty compensation plan for the length of the contract will follow the existing index as shown.

VII. Extra Duty Index

The index for extra duty compensation plan is based upon the salary for Bachelor's Degree, Class I, Step 0.

VIII. Department Heads

To qualify for department head status, the high school department must consist of a minimum of three (3) staff members. Department head status will not effect those currently employed as such but will be reviewed as current staff members resign or retire.

IX. Extended Service Days

Extended service time will be reviewed and may be increased, reduced or eliminated as current staff members retire or resign.

X. National Board Teacher Certification

A one-time stipend will be paid to any teacher with National Board Teacher Certification of \$1,000 upon completion of the NBTC.

XI. Daily Rate Defined

Annual contract salary divided by the Contract Year (as defined in Article XIII).

XII. Rehiring of Retired Teachers

Any bargaining unit member who retires under STRS and is subsequently reemployed in this district may receive up to a maximum of ten (10) years service credit based upon actual years of service as specified in the salary index contained

in this Agreement. This provision and such salary and individual contract with a member expressly supersedes RC 3317.13 and all other applicable laws. While employed by the district subsequent to retirement this member is not eligible for benefits that are currently offered to the retiree through STRS. This member also waives years of Clark-Shawnee Local School District service credit beyond ten (10) years. Such employee is not eligible to receive a severance payment upon leaving employment with the district nor are they eligible for a continuing contract. In the event of reduction in force as per Article XXII of this Agreement, rehired retired bargaining unit members shall be reduced in force before any other bargaining unit members. This provision of the Agreement and such salary and contract will not be grievable under the grievance procedures of this Agreement nor through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

**CLARK-SHAWNEE LOCAL SCHOOLS
PROFESSIONAL COMPENSATION PLAN
2013-2014**

| Experience | B.A. Degree CLASS I | B.A. + 10 Appv. Sem. Hours CLASS II | B.A. + 20 Or 150 Appv. Sem. Hours CLASS III | M.A. Degree CLASS IV | M.A. + 15 Appv. Grad. Sem. Hours CLASS V | M.A. + 30 Appv. Grad. Sem. Hours CLASS VI |
|--------------------------|--------------------------------|--|--|---------------------------------|---|--|
| 0 | \$36,117 1.0000 | \$37,201 1.0300 | \$38,284 1.0600 | \$39,729 1.1000 | \$41,173 1.1400 | \$42,618 1.1800 |
| 1 | \$37,923 1.0500 | \$39,006 1.0800 | \$40,090 1.1100 | \$41,607 1.1520 | \$43,124 1.1940 | \$44,713 1.2380 |
| 2 | \$39,440 1.0920 | \$40,635 1.1251 | \$41,777 1.1567 | \$43,485 1.2040 | \$45,074 1.2480 | \$46,808 1.2960 |
| 3 | \$40,957 1.1340 | \$42,264 1.1702 | \$43,463 1.2034 | \$45,363 1.2560 | \$47,024 1.3020 | \$48,902 1.3540 |
| 4 | \$42,474 1.1760 | \$43,893 1.2153 | \$45,105 1.2501 | \$47,241 1.3080 | \$48,975 1.3560 | \$50,997 1.4120 |
| 5 | \$43,991 1.2180 | \$45,522 1.2604 | \$46,837 1.2968 | \$49,119 1.3600 | \$50,925 1.4100 | \$53,092 1.4700 |
| 6 | \$45,507 1.2600 | \$47,151 1.3055 | \$48,523 1.3435 | \$50,997 1.4120 | \$52,875 1.4640 | \$55,187 1.5280 |
| 7 | \$47,024 1.3020 | \$48,780 1.3506 | \$50,210 1.3902 | \$52,875 1.4640 | \$54,826 1.5180 | \$57,282 1.5860 |
| 8 | \$48,541 1.3440 | \$50,408 1.3957 | \$51,897 1.4369 | \$54,753 1.5160 | \$56,776 1.5720 | \$59,376 1.6440 |
| 9 | \$50,058 1.3860 | \$52,037 1.4408 | \$53,583 1.4836 | \$56,631 1.5680 | \$58,726 1.6260 | \$61,471 1.7020 |
| 10 | \$51,575 1.4280 | \$53,666 1.4859 | \$55,476 1.5360 | \$58,510 1.6200 | \$60,677 1.6800 | \$63,566 1.7600 |
| 11 | \$53,092 1.4700 | \$55,476 1.5360 | \$57,282 1.5860 | \$60,388 1.6720 | \$62,627 1.7340 | \$65,661 1.8180 |
| 12 | \$54,609 1.5120 | \$57,282 1.5860 | \$59,087 1.6360 | \$62,266 1.7240 | \$64,577 1.7880 | \$67,755 1.8760 |
| 13 | \$56,126 1.5540 | \$59,087 1.6360 | \$60,893 1.6860 | \$64,144 1.7760 | \$66,528 1.8420 | \$69,850 1.9340 |
| 14 | | | | \$66,022 1.8280 | \$68,478 1.8960 | \$71,945 1.9920 |
| 20 Longevity Step | \$57,643 1.5960 | \$60,893 1.6860 | \$62,699 1.7360 | \$67,900 1.8800 | \$70,428 1.9500 | \$74,040 2.0500 |

ARTICLE XXVIII

SALARY SCHEDULES

EXTRA DUTY COMPENSATION PLAN

A committee will be appointed to study and make recommendations to revise the current Supplemental Salary schedule, in September of the school year this Agreement expires.

The particulars of such a plan must be agreed upon by both parties prior to its adoption and implementation.

Compensation for extra duty contract positions will only be paid if and when all job responsibilities for the extra duty position as described in the job description for the position have been performed. A copy of the job description for each position shall be given to each person holding an extra duty contract position prior to the contract being signed by the employee and presented to the Board for action. Each person holding an extra-duty contract position shall initial each page of the job description and return it to the Treasurer's Office within one (1) week of receipt of the same.

Should the District's levy campaign(s) in calendar year 2013 prove unsuccessful, the parties will reopen this Article for discussion.

**CLARK-SHAWNEE LOCAL SCHOOL DISTRICT
2013-2014, 2014-2015, 2015-2016 EXTRA DUTY COMPENSATION PLAN**

When extra duty contracts are issued by the Board of Education the following index will be paid which is based on Class I, Step 0:

| | Index with 0-3 Yrs. | Salary | Index with 4-7 Yrs. | Salary | Index with 8+ Yrs. | Salary |
|----------------------------------|--|---------------|--|---------------|-----------------------------------|---------------|
| Baseball, Varsity Head | .100 | \$3,612 | .108 | \$3,901 | .116 | \$4,190 |
| Baseball, Varsity Asst | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Basketball, Varsity Head | .158 | \$5,706 | .166 | \$5,995 | .174 | \$6,284 |
| Basketball, Varsity Asst | .106 | \$3,828 | .110 | \$3,973 | .114 | \$4,117 |
| Basketball, Freshman | .080 | \$2,889 | .084 | \$3,034 | .088 | \$3,178 |
| Basketball, MS Head | .075 | \$2,709 | .078 | \$2,817 | .081 | \$2,925 |
| Basketball, MS Asst | .075 | \$2,709 | .078 | \$2,817 | .081 | \$2,925 |
| Bowling | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Assistant Bowling | .020 | \$722 | .021 | \$764 | .022 | \$805 |
| Cheerleading, HS Football | .048 | \$1,734 | .052 | \$1,878 | .056 | \$2,023 |
| Cheerleading, HS Basketball | .058 | \$2,095 | .062 | \$2,239 | .066 | \$2,384 |
| Cheerleading, Fr Football | .030 | \$1,084 | .034 | \$1,228 | .038 | \$1,372 |
| Cheerleading, Fr Basketball | .035 | \$1,264 | .039 | \$1,409 | .043 | \$1,553 |
| Cheerleading, 8th Football | .025 | \$903 | .028 | \$1,011 | .032 | \$1,156 |
| Cheerleading, 7th Football | .025 | \$903 | .029 | \$1,047 | .033 | \$1,192 |
| Cheerleading, MS BB | .030 | \$1,084 | .034 | \$1,228 | .038 | \$1,372 |
| Class Advisor, Junior | .022 | \$795 | .024 | \$867 | .026 | \$939 |
| Cross Country, HS | .080 | \$2,889 | .084 | \$3,034 | .088 | \$3,178 |
| Cross Country, HS Asst | .060 | \$2,167 | .064 | \$2,311 | .068 | \$2,456 |
| Cross Country, MS | .060 | \$2,167 | .064 | \$2,311 | .068 | \$2,456 |
| Department Head | .037 | \$1,336 | .041 | \$1,481 | .045 | \$1,625 |
| Drama, Spring Musical Advisor | .054 | \$1,950 | .058 | \$2,095 | .062 | \$2,239 |
| Drama, Spring Musical Asst | .014 | \$506 | .016 | \$578 | .018 | \$650 |
| Drama, Spring Musical/Music | .017 | \$614 | .019 | \$686 | .021 | \$758 |
| Drama, Fall Advisor | .054 | \$1,950 | .058 | \$2,095 | .062 | \$2,239 |
| Drama, Fall Advisor Assistant | .014 | \$506 | .016 | \$578 | .018 | \$650 |
| Enrichment EL/MS, 2 per bldg | .022 | \$795 | .026 | \$939 | .030 | \$1,084 |
| Flag Corp Advisor | .028 | \$1,011 | .032 | \$1,156 | .036 | \$1,300 |
| Football, Varsity Head | .158 | \$5,706 | .166 | \$5,995 | .174 | \$6,284 |
| Football, Varsity Asst | .106 | \$3,828 | .110 | \$3,973 | .114 | \$4,117 |
| Football, MS Head | .075 | \$2,709 | .078 | \$2,817 | .081 | \$2,925 |
| Football, MS Asst | .060 | \$2,167 | .063 | \$2,275 | .066 | \$2,384 |
| Freshman Facilitator | .014 | \$506 | .016 | \$578 | .018 | \$650 |
| Golf, Varsity | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Golf, Varsity Assistant | .060 | \$2,167 | .064 | \$2,311 | .068 | \$2,456 |
| Intramurals**** | .0007 | \$25.28/hr | | | | |
| | | | | | | |

| | Index with 0-3 Yrs. | Salary | Index with 4-7 Yrs. | Salary | Index with 8+ Yrs. | Salary |
|--------------------------------|------------------------------------|---------------|------------------------------------|---------------|-----------------------------------|---------------|
| Lead Teacher (1 per bldg) | .032 | \$1,156 | .036 | \$1,300 | .040 | \$1,445 |
| Music, HS Vocal Head | .120 | \$4,334 | .128 | \$4,623 | .134 | \$4,840 |
| Music, HS Instrumental Head | .158 | \$5,706 | .166 | \$5,995 | .174 | \$6,284 |
| Music, HS Instrumental Asst | .135 | \$4,876 | .139 | \$5,020 | .143 | \$5,165 |
| National Honor Society | .014 | \$506 | .016 | \$578 | .018 | \$650 |
| Powerlifting, HS | .072 | \$2,600 | .076 | \$2,745 | .080 | \$2,889 |
| Powerlifting, HS Asst | .048 | \$1,734 | .052 | \$1,878 | .056 | \$2,023 |
| Site Manager | .106 | \$3,828 | .114 | \$4,117 | .122 | \$4,406 |
| Soccer, HS Head | .100 | \$3,612 | .108 | \$3,901 | .116 | \$4,190 |
| Soccer, HS Asst | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Softball, HS Head | .100 | \$3,612 | .108 | \$3,901 | .116 | \$4,190 |
| Softball, HS Asst | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Swimming, HS | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Swimming, HS Asst | .045 | \$1,625 | .049 | \$1,770 | .053 | \$1,914 |
| Student Council, HS | .028 | \$1,011 | .032 | \$1,156 | .036 | \$1,300 |
| Technology-Webpage | .037 | \$1,336 | .041 | \$1,481 | .045 | \$1,625 |
| Tennis, HS | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Track, HS Varsity Head | .100 | \$3,612 | .108 | \$3,901 | .116 | \$4,190 |
| Track, HS Varsity Asst (4)* | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Track, MS Head | .060 | \$2,167 | .063 | \$2,275 | .066 | \$2,384 |
| Track, MS Asst (2)* | .045 | \$1,625 | .048 | \$1,734 | .051 | \$1,842 |
| Volleyball, HS Varsity Head | .100 | \$3,612 | .108 | \$3,901 | .116 | \$4,190 |
| Volleyball, HS Varsity Asst | .070 | \$2,528 | .074 | \$2,673 | .078 | \$2,817 |
| Volleyball, HS Freshman | .062 | \$2,239 | .066 | \$2,384 | .070 | \$2,528 |
| Volleyball, MS Head | .060 | \$2,167 | .064 | \$2,311 | .068 | \$2,456 |
| Volleyball, MS Asst | .060 | \$2,167 | .064 | \$2,311 | .068 | \$2,456 |
| Wrestling, HS Varsity Head | .132 | \$4,767 | .140 | \$5,056 | .148 | \$5,345 |
| Wrestling, HS Varsity Asst** | .080 | \$2,889 | .084 | \$3,034 | .088 | \$3,178 |
| Wrestling, MS Head | .060 | \$2,167 | .063 | \$2,275 | .066 | \$2,384 |
| Wrestling, MS Asst | .045 | \$1,625 | .048 | \$1,734 | .051 | \$1,842 |
| Yearbook, HS | .065 | \$2,348 | .069 | \$2,492 | .073 | \$2,637 |

*Track, HS Varsity Assistant (4) one (1) assistant for every 25 students to a maximum of four (4).

**Wrestling, HS Varsity Assistant 1-10 wrestlers, no assistant; 11-16 wrestlers, one assistant paid at .07; 17+ wrestlers, assistant paid at .08.

***Full time special education teachers will be granted up to two (2) days per school year release time for writing IEPs. With the approval of the building principal, one (1) additional day of release time may be granted if the number of IEPs so warrant.

****Intramural documented hours of work in position not to exceed sixty (60) hours per contract year.

Credit for experience will be granted only for holding the same position within the Clark-Shawnee Local School District. Service credit may not be transferred from the same position in another district.

A team is defined as consisting of more than one (1) participant to compete in OHSAA sanctioned events. For sports that cannot field a team after the first scheduled contest, the coach will be relieved of duties and compensated on a pro rated basis based upon the percentage of the gull season actually performed. If after the first contest, the team or individual sport would not have enough participants to compete, a review of the assistant or junior varsity coaching position in question would be reviewed by the Athletic Director, principal and head coach who will make a recommendation to the superintendent as to whether the supplemental contract shall be suspended.

Appointment to a head position from an assistantship or from a middle school position to a high school position will not constitute a position change and will be counted as continuous service.

Any bargaining unit member who receives more than .040 of the BA Step 0 base wage for their extra duty compensation may elect to receive their extra duty compensation payment in two equal installments: once at the mid-point of their season; and once at the end of their season. In order to do this, a bargaining unit member must complete and submit the Mid-Season Request for Supplemental Pay Form (available in the Treasurer's Office). A bargaining unit member electing this option may only submit the request form, if as of the mid-point of his/her season, he/she has completed all of his/her supplemental duties that need to be completed as of the mid-point of his/her season.

Extended Time Compensation

All extended time, which is an extension of regular classroom duties, will be paid to employees at their daily rate.

ARTICLE XXIX

MEDICAL INSURANCE

- I. Effective during the period of this Agreement the following insurance programs shall be available for all regular teaching staff members covered by the contract. Appropriate information and application forms will be provided to all new teaching staff members by the administration at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time, if the teaching staff member desires insurance coverage is by October 1. No further changes will be made throughout the year, except noted in III below.

The parties will reopen the contract in 2014-2015 and/or 2015-2016 to negotiate medical insurance for the remaining term of the Agreement (effective through June 30, 2106).

- II. If the Board elects to change carriers, any new insurance coverage secured shall be equivalent to or better than the coverage currently in effect.
- III. In the event a teaching staff member desires to change from one type of coverage to a different type of coverage because of a change in family status (e.g., single to dependent), the teaching staff member must file a new application with the treasurer of the Board.
- IV. The Anthem BCBS (PPO) is the current medical Plan, effective October 1, 2001 (schedule of benefits as Appendix "A").
 - A. The Board will pay eighty-five percent (85%) and the member will pay fifteen percent (15%) of any coverage.
 - B. The Board shall also provide their share of the above coverage for each annually contracted teacher working half (1/2) time or more and on a prorated basis for those working less than half (1/2) time.

V. Plan 125

Section 125 of the Cafeteria Plan on insurance premiums only shall be implemented by October 1, 1992.

- VI. The Board will pay eighty-five percent (85%) and the member will pay fifteen percent (15%) of any coverage for the CoreSource dental program.
- VII. The Board will pay ninety percent (90%) and the member will pay ten percent (10%) of any coverage for the VSP Care Plan Design.

VIII. Joint Insurance Committee

A joint insurance committee shall be formed at the beginning of the school year in which this Agreement will expire. The purpose of this committee will be to investigate insurance issues and options prior to bargaining. The final outcome will only be determined through the negotiations process.

ARTICLE XXX
LIFE INSURANCE

I. Life Insurance

The Board shall provide a term life insurance policy for each employee of \$50,000 AD & D will be provided on the above coverage if it is made available through the carrier.

II. Any staff member who desires the opportunity to purchase separately additional coverage above the prescribed amount, subject to all terms and conditions set forth by the carrier, may do so.

III. Any staff member, upon retirement, who desires the opportunity to purchase separately the continuation of such coverage, subject to all terms and conditions set forth by the carrier, may do so.

ARTICLE XXXI
SEVERANCE PAY

I. Severance Pay

A. Use of Sick Leave for Severance Pay

1. Teacher who retire from active service in the Clark-Shawnee Local School District shall be entitled to pay equal to 26% of accumulated sick leave days up to a maximum of two hundred and fifty eight (258) days.
2. In case of death of a member who was eligible to retire in accordance with STRS rules, severance pay will be paid to the member's beneficiary/estate.
3. Pay of severance will be in the first pay possible in January of the year following the employee's retirement.

ARTICLE XXXII

WORKERS' COMPENSATION

In the event of a service-connected occupational illness or injury, as determined by the Industrial Commission, professional staff members will not be required to exhaust sick leave before receiving compensation from the Industrial Commission. Professional staff members may utilize sick leave to receive the difference in pay between Workers' Compensation benefits received and regular compensation. If a professional staff member elects to do so, there will be a charge against the sick leave credits of the affected professional staff member only to the extent necessary on a pro rata basis. Professional staff members who desire to do so must present evidence of the amount received from the Bureau of Workers' Compensation to the treasurer of the Board, and thereafter, the treasurer of the Board will issue a check for the difference and make the appropriate charge against the sick leave credits of the affected professional staff member.

Any professional staff member absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the appropriate rate of pay upon approval of the application to return to work. Such application shall include medical certification of ability to assume full time teaching responsibilities. Such application must be made within one (1) school year following the date of the last receipt of compensation benefits from the State of Ohio to permit return in accordance with this section.

ARTICLE XXXIII

PROGRESSIVE DISCIPLINE

- A. The administration may take Progressive Disciplinary action against any teacher for violations of, or failure to comply with, any provision of this contract, rules and regulation adopted by the Board, or administrative rules, guidelines, or practices. Progressive Discipline includes the following steps, however, it shall be the administrator's decision at which step to begin, depending up on the nature and of the conduct bringing about the reprimand. At the teacher's request, Association representation shall be allowed at any step below except Step I.

Step I

A verbal warning of the improper act will be given to the teacher and a conference with the principal will be held. A warning shall be given in private. It is expected that most cases will be disposed of at this step. Such verbal warning shall not be recorded in the employee's personnel files.

Step II

A written warning, signed and dated by the principal, shall be given the teacher with a copy forwarded to the Superintendent. The written warning shall be signed and dated by the teacher; such signature indicating the teacher has seen the warning, not necessarily agreement with the content; a copy of an initialed written warning may be placed in the teacher's personnel file. The teacher or administrator may request a conference to discuss the written warning.

Step III

A letterhead of reprimand, signed and dated by the administrator, must be placed in the teacher's file. Within five (5) working days issuance of a letterhead letter of reprimand a conference shall be held with the teacher, principal, superintendent and Association representative.

Step IV

Depending up on the nature and magnitude of the conduct bringing about the reprimand, the superintendent may suspend with or without pay for up to five (5) contract days.

Step V

In extreme situations the Board may suspend pending termination.

- B. If a member feels he/she has been unjustly reprimanded, he/she may file a grievance, and, should the member be supported in his/her position, all records of such reprimand shall be removed from all personnel and anecdotal records, and the teacher will be made financially whole.

- C. In the event a grievance is filed on a suspension, the grievance will be initiated at the third step in the grievance procedure and the suspension shall be held in abeyance for no longer than sixty (60) calendar days from the date the suspension is proposed in order to attempt to have the grievance heard through expedited arbitration under the rules of the American Arbitration Association. However, if the expedited arbitration is not completed within the sixty (60) calendar day abeyance period, the suspension will be imposed on the sixty-first (61st) day.
- D. To expedite the grievance, the grievance will be initiated at the third step of the grievance procedure.
- E. If the infraction set forth in paragraph "A" is of a very serious nature, the teacher may be suspended immediately without adhering to any other procedures outlined herein.
- F. Nothing herein shall preclude the Board from instituting contract termination proceedings pursuant to 3319.16 and 3319.161 of the Ohio Revised Code at any time for any misconduct of a teacher when in the sole and exclusive discretion of the Board it is determined such action is warranted.
- G. Except for Step I, all conference pertaining to allegations shall take place no sooner than forty-eight (48) hours from the time the allegations are presented to the teacher.

ARTICLE XXXIV

DRUG FREE WORKPLACE

No employee of the Clark-Shawnee Local School District engaged in work or while in the workplace shall unlawfully manufacture, distribute, dispense, possess or use any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcohol or any other controlled substance as defined in federal and state law.

“Workplace” is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school property, school-owned vehicle, or school-approved vehicle used to transport student to and from school or school activities; off school property during any school-sponsored or school-related activity, event or function, such as a field trip or athletic event where students are under jurisdiction of the school district where work on a federal grant is performed.

An employee shall notify his/her supervisor of his/her conviction of any criminal drug statute for a violation occurring in the workplace as defined above, not later than five (5) days after such conviction.

An employee who violates the terms of this policy shall participate in a drug abuse assistance or rehabilitation program approved by the Board. If the employee fails to participate in such a program the employee may be disciplined.

Legal Reference: Federal Drug-Free Workplace Act of 1989
 54 C.F.A. 4946 (1989)

ARTICLE XXXV

TEACHER EVALUATION

A. Definitions:

1. Evaluation Procedure: the procedural requirements set forth in this Agreement to provide specificity to the statutory obligations established under Sections 3319.11.1 and 3319.11.2 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.11.2 of the Ohio Revised Code.
2. Ohio Teacher Evaluation System (OTES): the teacher evaluation system that is codified under Section 3319.11.1 and 3319.11.2 of the Ohio Revised Code.
3. Evaluation Framework: the document created and approved by the Ohio Department of Education (ODE) in accordance with Section 3319.1.1(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under Section 3319.11.2 of the Ohio Revised Code.
4. Evaluation Factors: the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighed equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.
5. Student Growth Measure (SGM): tool or assessment that is used to measure or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
6. Teacher Performance: the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to a "4" indicating highest performance.
7. Evaluation Rating: the final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this Agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this

Agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

8. Evaluation Cycle: the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the current school year are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.
9. Student Learning Objective (SLO): a measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the courses.

B. General Provisions:

1. The purposes of teacher evaluation are:
 - a. To serve as a tool to advance the professional development teachers.
 - b. To inform instruction.
 - c. To assist teachers and administration in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.
2. All teachers are to be evaluated at least once year. The evaluation shall be completed by the first day of May and the employee shall receive a written report of the results of the evaluation by the tenth day of May.
3. Evaluation shall only be conducted by full-time, OTES credential administrators employed by the Board.
4. Teachers shall not be evaluated in the first week of school or the last two (2) weeks before the end of school.
5. All formal evaluations shall be followed within five (5) school days by a conference between the evaluator and the teacher to discuss the evaluation. Teachers shall be given a copy of the formal evaluation document the day before the evaluation conference is to occur. All formal evaluations shall be signed by both the evaluator and by the person evaluated. The signature of the person evaluated shall not indicate agreement with the content of the evaluation, but only that the evaluation has been reviewed by the teacher.
6. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

C. Evaluation Process:

1. General: Each evaluation shall consist of two (2) cycles of formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs by the evaluator. Formal observations will be preceded by a conference between the evaluator and the teacher in order for the teacher to explain plans and objectives for the work to be observed. If a scheduled formal observation does not occur due to the teacher missing work on the scheduled day of the formal observation, it will be immediately reassigned by the administration. Formal observations will be followed by a conference between the evaluator and the teacher that will occur no less than ten (10) school days after the formal observation in order to discuss performance, practices, and expectations; and to review and align such with the teacher's professional growth or improvement plan.
2. Walkthroughs: a walkthrough shall be at least one (1) minute but not more than fifteen (15) consecutive minutes in duration.
3. Employee in Final Year of Limited or Limited Probationary Contract: at least three (3) formal observations of each employee who is in the final year of a limited or limited probationary contract shall be conducted if the employee is under consideration for contract renewal.
4. Employee Rated as "Ineffective" on Two (2) Observations: a third observation will be conducted during the second semester of each employee who is rated as "ineffective" on two (2) observations. The purpose of the third observation is to determine if improvements in the employee's performance have been made.

D. Evaluation Rating:

For purposes of the evaluation framework under this Article, employee performance shall be rated based upon the following specific standards and criteria as set forth by the Ohio Department of Education that distinguish between the following levels of performance for employees:

1. Accomplished;
2. Skilled;
3. Developing;
4. Ineffective.

Such ratings will be determined based upon 50% teacher performance and 50% student growth measures. Student growth will be determined through multiple measures in accordance with the Ohio Teach Evaluation System ("OTES"), including a combination of value added data and/or locally determined measures including student learning objectives.

For teachers of core academic areas, one hundred percent (100%) of the student growth measure factor will be based on value added data. For teachers of mixed core academic and special area instruction, fifty percent (50%) of the student growth measure factor will be based on value added data and the remaining fifty percent (50%) of the student growth measure factor will be based upon SLOs. For teachers of special area instruction where no value added data is available, one hundred percent (100%) of the student growth measure factor will be based on SLOs.

1. Effect of Student Growth Measures:
 - a. Teachers meeting above expected levels of student growth must develop a professional growth plan and may choose their credential evaluator in accordance with Section A4, above herein;
 - b. Teachers meeting expected levels of student growth must develop a professional growth plan collaboratively with their evaluator;
 - c. Teachers meeting below-expected levels of student growth must develop an improvement plan with their evaluator assigned by the Superintendent.
 - i. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure dimension of the evaluation is below the expected level of student growth. Improvement plans shall be based on the overall student growth measure level, and not for individual subjects or classes taught.
 - ii. A professional improvement plan shall include:
 - A. specific performance expectations, resources and assistance to be provided;
 - B. timelines for its completion; and
 - C. collaboration with the evaluator/ administrator.
2. Effect of "Ineffective Rating" for Two (2) of the Three (3) Most Recent School Years:

Beginning with the 2015-16 school year, each employee who teaches in a core subject area and who has received a rating of ineffective on the evaluations conducted pursuant to this Section for two (2) of the three (3) most recent school years, will fall under the requirements of Ohio Revised Code Section 3319.58, as applicable.

E. Building SLO Teams:

Teams comprised of between five (5) and seven (7) members per building will be formed for the purpose of reviewing SLOs developed in each building. Teacher members on Building SLO Teams shall include teachers from core area instruction, special area instruction as well as special education. Administrative members on Building SLO Teams should include the building principal, assistant principal, and should also include the Assistant Superintendent as a non-voting, advisory member.

Release time will be used by Building SLO Teams for this purpose.

ARTICLE XXXVI

EVALUATION COMMITTEE

A District Evaluation committee will be appointed to study and make recommendations to revise the current evaluation of teachers when deemed necessary by either party as per changes in Ohio law and/or rules/regulations set forth by the Ohio Department of Education. The committee should be comprised of between five (5) and seven (7) members and should represent teachers and administrators in each of the primary, middle, and high school buildings. Teachers of core instruction, special area instruction and special education should be represented on this committee.

In addition to the above, the District Evaluation Committee will also be charged with the responsibility of resolving any impasse or lack of consensus in or amongst any Building Evaluation Team.

The District Evaluation Committee shall meet during the 2013-2014 contract year to create an evidence-based evaluation system to be used to evaluate employees who are employed in each of the "special" areas (non-core instructional areas such as guidance counselor, librarian).

ARTICLE XXXVII

NON-RENEWAL

Bargaining unit members who do not have continuing contracts as of April 1, 1995, and have taught four (4) or more years in the District, shall have his/her contract nonrenewed for only just cause.

ARTICLE XXXVIII

EARLY RETIREMENT INCENTIVE PLAN

The Board of Education may, during the life of this contract implement an early retirement incentive plan for certified/licensed employees of the District. The particulars of such plan must be agreed upon by both parties prior to its adoption and implementation.

ARTICLE XII

FAIR TREATMENT

The Board guarantees fair treatment of employees in all aspects of personnel administration regardless of race, color, sex, creed, national origin, age or handicap.

ARTICLE XL

LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

I. Local Professional Development Committee

A local professional development committee (LPDC) shall be established to oversee and review professional development plans for coursework, continuing education units, and/or other equivalent activities. The LPDC shall review and be knowledgeable of the entry year program as established by the district and teachers in accordance with the Ohio Revised Code and the rules and regulations as established by the Ohio Department of Education.

Each teacher serving on the Clark-Shawnee Local Professional Development Committee shall be compensated at the current tutor rate to a maximum of one thousand dollars (\$1,000) per school year.

ARTICLE XLI

RESIDENT EDUCATOR PROGRAM

- A. A mentoring program is designed to help teachers participating in the Resident Educator program.

Overview

A mentor will consult and assist teachers who participate in the Resident Educator program but shall not evaluate them. A teacher who volunteers and is selected to be a mentor shall be compensated and shall receive release time as stated in Section C, below. This release time shall be separate from other release time covered in this contract. Additionally, a mentor may be required to attend training sessions during the regular school day or after school. In order to be selected as a mentor, teachers must meet Mentor criteria set forth in Section B, below.

Any teacher wishing to serve as a mentor shall submit their written request to the building principal. Mentors shall be selected on the criteria stated in Section B, below.

Mentors shall communicate directly with their assigned teacher(s) and shall discuss/report the performance/progress of the assigned teacher(s) as appropriate to any administrator, assessor, and to the assigned teacher(s), and in accordance with the Resident Educator program requirements, as applicable.

The Resident Educator mentor program is designed to enhance the teacher's skills and keep the teacher in the district. Teacher participation in the Resident Educator mentor program is not mandatory – no bargaining unit member shall be directed to participate in the program for the duration of the Contract.

The Resident Educator program is a four-year induction system of support and mentoring for new teachers. Successful completion of the Resident Educator program is required to qualify for a five-year professional educator license.

This program and filling of the mentor positions exist on a year-to-year basis.

B. Resident Educator Mentor Criteria

1. Resident Educator mentor teachers must:
 - a. Possess a five-year professional license or a two-year provision license that has been renewed two or more times;
 - b. Possess five years of teaching experience;
 - c. Demonstrate recent classroom experience within the last five years;
 - d. Successfully complete both Instructional Mentoring and Resident Educator-1 state-sponsored mentor training.

C. Mentors

1. Mentor of one (1) Resident Educator teacher in the Resident Educator teacher's first or second years of the Resident Educator Program
 - a. The mentor shall be compensated at .016 of the B.A. Degree (Class I, Step 0) rate and paid with his/her regular paycheck.
 - b. The mentor shall be given release time, at this/her determination, up to a maximum of nine (9) half days per school year. When the mentor determines that release time is needed, he/she shall give at least three (3) days advance notice to the building principal in order to provide proper class coverage.
 - c. The mentor shall also meet with the mentee for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentee.
2. Mentors with two (2) Resident Educator teachers who are in either the first or second years of the Resident Educator Program
 - a. Ideally, each mentor shall not have more than one (1) Resident Educator; however, when this is not possible, a mentor may be given a second Resident Educator but can never serve as a mentor more than two (2) Resident Educators.
 - b. The mentor who has two (2) Resident Educators who are in their first or second years of the Resident Educator program shall be compensated at the rate of \$1,000 per year to be paid in equal installments with his/her regular paychecks.
 - 1) The mentor shall be given release time, at this/her determination, up to a maximum of nine (9) half days per school year. When the mentor determines that release time is needed, he/she shall give at least three (3) days advance notice to the building principal in order to provide proper class coverage.
 - 2) The mentor shall also meet with the mentees (together or singularly) for three (3) hours before the school year begins. This meeting date and time shall be mutually determined by the mentor and the mentees.
3. Facilitators of Resident Educators who are in the third and fourth years of the Resident Educator program will not be compensated. Facilitators will be provided up to four (4) half days of release time during the school year in which their assigned Resident Educator completes the Resident Educator Summative Assessment [RESA]. This release time will be used to complete the facilitator training module and/or provide assistance to the Resident Educator in completing the RESA.

D. Resident Educators

1. Teachers in Years 1 and 2 of Resident Educator Program.

- a. These teachers will be given the release time up to a maximum of three (3) half days per school year to consult, observe and confer with the mentor or another Clark - Shawnee staff member.
- b. These teachers will spend three (3) hours with his/her mentor before the school year begins. This meeting date and time shall be mutually determined by the mentor and mentee.

ARTICLE XLII

STUDENT TUITION WAIVER

Non-resident children who are enrolled as students of the Clark-Shawnee Local School District as of July 1, 2010, and their siblings who are children of bargaining unit members who are employed by the District as of July 1, 2010, may attend school in Clark-Shawnee Local School District tuition-free for so long as the bargaining unit member remains employed in the District.

Should non-resident children of bargaining unit members who are employed by the District after July 1, 2010, wish to enroll their children as students of the Clark-Shawnee Local School District, such enrollment shall be pursuant to the District's open enrollment policy and guidelines.

Should non-resident children of bargaining unit members reside in a district that does not participate in open enrollment as permitted under Ohio law, and should class size not be an issue for purposes of enrollment of said children, said children shall be permitted to attend school in Clark-Shawnee Local School District tuition free.

Necessary registration and other paperwork for open enrollment must be completed as a requirement of this Article.

The employee shall request open enrollment forms.

Open enrollment forms must be completed and returned to the District on the date indicated on the forms.

ARTICLE XLIII

ATHLETIC TRAINER

All terms and conditions of the Athletic Trainer position as of 8/11/2004 will remain in full force and effect. The Athletic Trainer position will not be subject to the following provisions of this contract:

Article XIV – Contract Year

Article XVI – Teacher Workday/Inservice Meetings

Article XVII – Daily Planning Period

Article XIX – Teacher Duty Free Lunch

ARTICLE XLIV

SAVINGS CLAUSE/DURATION OF AGREEMENT

- I. Savings Clause and Duration of Agreement.
- II. Section of this Agreement will remain the same unless altered during subsequent negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of this right and opportunity are contained in this contract, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues. All prior negotiated agreements not contained herein shall not be binding upon the parties to this Agreement.

This Agreement does not preclude discussion or consultation regarding concerns expressed by personnel of the participating parties to this Agreement.

The terms of this Agreement shall not apply where inconsistent with constitutional, statutory or other legal provisions. If any provision of this Agreement is found to be contrary to law by the Supreme Court of the United States, or by any court of the competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, the parties to the Agreement shall meet within ten (10) days to consider substitute provisions which are in conformity with the applicable laws. If such negotiations do not resolve the matter within twenty-one (21) days thereafter, the normal impasse will be used. The remainder of this Agreement shall remain in full force and effect during the duration of this Agreement.

It is agreed by the parties that this contract shall be for a term of three (3) years, from July 1, 2013 through June 30, 2016 with all issues closed, with the exception of Article XXVII, Salary Schedules, Section I; and XXIX, Medical Insurance, which the parties agree to reopen to negotiate during the 2014-2015 and/or 2015-2016 contracts year for the remaining term of the Agreement. Further, should the District's levy campaign(s) in calendar year 2013 prove unsuccessful, the parties will reopen Article XXVIII, Extra Duty Compensation Plan, for discussion.

FOR THE ASSOCIATION

Kyle Brett Anderson
Chairman

St. M. T. L.
Association President

[Signature]
Member

Matt [Signature]
Member

Stephanie Cummins
Member

Cathy Coz
Member

FOR THE BOARD

David H. DeJart
Board President

[Signature]
Board Superintendent

[Signature]
Board Treasurer

APPENDIX A

Your Summary of Benefits



Educational Purchasing Council - Clark Shawnee
 Blue Access® (PPO)
 Effective October 1, 2013

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

| Covered Benefits | Network | Non-Network |
|---|---------------------------------|------------------------|
| Deductible (Single/Family) | \$200/\$400 | \$300/\$600 |
| Out-of-Pocket Limit (Single/Family) | \$750/\$1,500 | \$1,500/\$3,000 |
| Physician Home and Office Services (PCP/SCP) | \$20/\$50 | 30% |
| Primary Care Physician (PCP)/ Specialty Care Physician (SCP) | | |
| Including Office Surgeries and allergy serum: | | |
| • allergy injections (PCP and SCP) | \$5 | 30% |
| • allergy testing | 10% | 30% |
| • routine and non-routine mammograms (regardless of outpatient setting) | No copayment/coinsurance | 30% |
| • diabetic education (regardless of outpatient setting) | \$20 | 30% |
| • certain medical nutritional therapy (regardless of outpatient setting) | \$20 | Not covered |
| • MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds | 10% | 30% |
| Preventive Care Services | | |
| Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations¹, Annual diabetic eye exam, Routine Vision and Hearing screenings | | |
| • Physician Home and Office Visits (PCP/SCP) | No copayment/coinsurance | 30% |
| • Other Outpatient Services @ Hospital/Alternative Care Facility | No copayment/coinsurance | 30% |
| Emergency and Urgent Care | | |
| Emergency Room Services | \$100 | \$100 |
| • facility/other covered services (copayment waived if admitted) | | |
| Urgent Care Center Services | \$50 | \$50 |
| Inpatient and Outpatient Professional Services | 10% | 30% |
| Include but are not limited to: | | |
| • Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams | | |
| Blue 3.0 | | |

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. An independent licensee of the Blue Cross and Blue Shield Association. © Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|--|--------------------------------|-------------|
| Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility | 10% | 30% |
| Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> Surgery and administration of general anesthesia | 10% | 30% |
| Other Outpatient Services (Combined Network & Non-Network limits) including but not limited to: <ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services Home Care Services 90 visits (excludes IV Therapy) Durable Medical Equipment and Orthotics (excluding Prosthetic Devices, Limbs and Medical Supplies) Prosthetic Devices Prosthetic Limbs Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services | 10% 10% | 30% 10% |
| Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical Therapy: 30 visits Occupational Therapy: 30 visits Manipulation Therapy: 12 visits Speech therapy: 20 visits | \$20/\$50 10% | 30% 30% |
| Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Inpatient Professional Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional | 10% 10% \$20/\$20 10% | 30% |
| Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. | No copayment/coinsurance | 50% |

Your Summary of Benefits

| Covered Benefits | Network | Non-Network |
|---|---|---|
| Prescription Drugs: Administered by CVS/Caremark | See Your Prescription Benefit Plan Summary | See Your Prescription Benefit Plan Summary |
| Lifetime Maximum | Unlimited | Unlimited |

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

1 These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

2 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health parity.

3 Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

| | |
|--|------|
| Authorized group signature (if applicable) | Date |
| Underwriting signature (if applicable) | Date |

Your Prescription Benefit Plan Copay Overview

Clark-Shawnee Local Schools 10/01/2013

| | CVS Caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply) | CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 90-day supply) |
|--|--|---|
| Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less. | \$10 for a generic prescription | \$20 for a generic prescription |
| Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list. | \$20 for a preferred brand-name prescription | \$40 for a preferred brand-name prescription |
| Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list. | \$30 for a non-preferred brand-name prescription | \$60 for a non-preferred brand-name prescription |
| Refill Limit | None | None |
| Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment. | | |

For out of network coverage, you will be reimbursed 50% with a minimum of \$30.00.

Certain medications may require prior authorization or coverage through a CVS Caremark specialty pharmacy. Please contact customer care or go to www.caremark.com for additional information on these medications.

Where to fill your prescription

Choosing where to fill your prescription depends on whether you are ordering a short-term or long-term medication:

Short-term medications are generally taken for a limited amount of time and have a limited amount of refills, such as an antibiotic. You can fill prescriptions for these medications at any pharmacy in the CVS Caremark retail network.

- Choose from more than 67,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,300 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

Tip: To avoid filling out claims paperwork, bring your Prescription Card with you when you pick up your prescription, and use a pharmacy in the CVS Caremark retail network.

Long-term medications are taken regularly for chronic conditions, such as high blood pressure, asthma, diabetes or high cholesterol. You will generally save money by using mail service for these prescriptions.

Choose **one** of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

1. Fill out and send in a mail service order form – use the one included in this welcome kit or print one at www.caremark.com
2. Use the FastStart® tool found on www.caremark.com
3. Call FastStart toll-free at 1-800-875-0867

Customer Care

If you have questions about your prescriptions or benefits, you can contact Customer Care 24 hours a day, seven days a week. You can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 after your benefits begin. For TDD assistance, please call toll-free 1-800-863-5488.

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan.

Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654.

Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information.

22430-2PRTF-50-0713

APPENDIX B



Delta Dental PPO (Point-of-Service) Summary of Dental Plan Benefits For Group#0005630-1060, 1069 CLARK SHAWNEE LOCAL SCHOOLS

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE - If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

Control Plan - Delta Dental Plan of Ohio

Benefit Year - January 1 through December 31

| Covered Services - | PPO Dentist or Premier | | Nonparticipating Dentist | |
|--|------------------------|---------|--------------------------|---------|
| | Plan Pays | You Pay | Plan Pays | You Pay |
| Class I Benefits | | | | |
| Diagnostic and Preventive Services - Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings and fluoride treatments) | 100% | 0% | 100% | 0% |
| Emergency Palliative Treatment - Used to temporarily relieve pain | 100% | 0% | 100% | 0% |
| Radiographs - X-rays | 100% | 0% | 100% | 0% |
| Sealants - Used to prevent decay of pits and fissures of permanent back teeth. | 100% | 0% | 100% | 0% |
| Class II Benefits | | | | |
| Oral Surgery Services - Extractions and dental surgery, including preoperative and postoperative care | 80% | 20% | 80% | 20% |
| Endodontic Services - Used to treat teeth with diseased or damaged nerves (for example, root canals) | 80% | 20% | 80% | 20% |
| Periodontic Services - Used to treat diseases of the gums and supporting structures of the teeth | 80% | 20% | 80% | 20% |
| Relines and Repairs - Relines and repairs to bridges and dentures | 80% | 20% | 80% | 20% |
| Minor Restorative Services - Used to repair teeth damaged by disease or injury (for example, fillings) | 80% | 20% | 80% | 20% |
| Periodontal Prophylaxes - Teeth Cleaning by a specialist | 100% | 0% | 100% | 0% |
| Class III Benefits | | | | |
| Prosthodontic Services - Used to replace missing natural teeth (for example, bridges and dentures) | 60% | 40% | 60% | 40% |
| Major Restorative Services - Used when teeth can't be restored with another filling material (for example, crowns) | 60% | 40% | 60% | 40% |
| Class IV Benefits | | | | |
| Orthodontic Services (no age limit) - Used to correct malposed teeth (for example, braces) | 60% | 40% | 60% | 40% |

Customer Service Toll-Free Number: 800-524-0149
www.deltadentaloh.com
January 1, 2011

- The orthodontic age limitations are hereby waived for eligible Subscribers, spouses and dependent children.
- Oral exams, prophylaxes (cleanings), and fluoride treatment (no age limit) are payable twice per calendar year.
- Bitewing X-rays are payable twice per calendar year and full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are only payable once per tooth per 36 months for the occlusal surface of first permanent molars and second permanent molars to age 14. The surface must be free from decay and restorations.
- Inlays are a Covered Service.
- Veneers are payable on upper and lower anterior teeth, including the bicuspid, once in any five-year period.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Occlusal guards are a benefit one every three years.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – \$1,250 per eligible person total per benefit year on all services except orthodontics. For orthodontic services, benefits will not exceed a lifetime maximum of \$1,000 per eligible person.

Deductible – \$25 deductible per person per benefit year limited to a maximum deduction of \$50 per family per benefit year on Class II and Class III Benefits. The deductible does not apply to Class I Benefits, periodontal prophylaxes or Class IV Benefits. Any expenses incurred by an eligible person for covered services during the last three months of a benefit year and applied to the deductible for that benefit year will also be applied to the deductible for the following benefit year.

Waiting Period – Coverage for eligible employees who are actively at work is effective on the date specified by the employer. Dependent(s) effective date: Eligible dependent(s) will become covered under the Plan on the later of the dates listed below, provided the employee has enrolled them in the Plan within thirty (30) days of meeting the Plan's eligibility requirements. The date the employee's coverage becomes effective. The date the dependent is acquired, provided any required contributions are made and the employee has applied for dependent coverage within thirty (30) days of the date acquired. Newborn children shall be covered from birth, regardless of confinement, provided the employee has applied for dependent coverage within thirty (30) days of birth. Coverage for a newly adopted child shall be effective on the date the child is placed for adoption, provided the employee has applied for dependent coverage within thirty (30) days of placement.

Eligible People – All regular employees as determined by the employer, shall be eligible to enroll for dental coverage under this plan. Clark Shawnee Local Schools (1060) and Clark Shawnee Local Schools COBRA (1069).

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 24.

If you and your spouse are both eligible for coverage under this contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this contract. Unless this is a Section 125 plan, Subscribers and their dependents who enroll in the dental plan are required to remain enrolled for a minimum of 12 months. Any Subscriber or dependent who drops the dental plan may not re-enroll at a later date. If this is a Section 125 plan, an election may be revoked or changed at any time if the change is the result of a change in family status as defined under Internal Revenue Code Section 125. The Employer and Subscriber may share the cost of this plan.

Benefits generally will cease on the last day of the month in which the employee is terminated or a dependent loses eligibility.

Customer Service Toll-Free Number: 800-524-0149

www.deltadentaloh.com

January 1, 2011

APPENDIX C

EPC - VISION PLAN SUMMARY – VSP



District: **Clark Shawnee**

Dependents: Legally married spouse (not legally separated) and unmarried children who are not employed full-time to age 24 (end of calendar year).

More information: VSP Customer Service 1-800-877-7195 or www.vsp.com

This is a Preferred Provider Organization plan with a Network of vision providers who have contracts with VSP. You will pay less out of pocket by using Network providers.

| Covered Services | Covered Frequency | Network You pay: | Non Network The Plan Pays: |
|---|-------------------|--|-------------------------------|
| EXAMINATION | Every 12 months | \$10 Copayment | \$35 |
| LENSES <ul style="list-style-type: none"> • Single Vision lenses • Bifocal lenses • Trifocal lenses • Lenticular lenses | Every 12 months | \$25 Copayment | \$25 \$40 \$55 \$80 |
| FRAMES | Every 24 months | | |
| CONTACT LENSES In place of Lenses and Frames <ul style="list-style-type: none"> • Medically necessary (Prior Authorization req) • Elective | Every 12 months | Covered in full Plan pays \$130 | \$210 \$130 |

This is a brief summary of the plan. For additional information on specific coverage provisions, contact Customer Service or the VSP website.

When both lenses and frames are purchased only one \$25 co-pay applies.

Frame Allowance: If the frames selected cost more than the plan allowance, there will be an additional charge. The frame allowance is approximately \$130 of retail value.

Lens options: Extra costs for elective lens options are not covered by the plan. These include services such as Blended, Progressive or Oversize lenses, Special edging, Coatings and Special lens materials. Polycarbonate lenses are covered by the plan.

Lost or broken lenses and frames are not covered except at the normal frequency of service.

Low vision benefit: Supplemental low vision analysis, diagnosis and therapy are covered for those with severe visual problems. Contact VSP for additional information.

Network Doctors: Refer to the VSP website www.vsp.com for a list of VSP member doctors.

How VSP works: Tell your Doctor's office you have VSP when you make your appointment so they can confirm the benefits you have available under the plan before you arrive. You can also access your benefits history and see if it's time for a visit through the VSP website.

Non VSP Member Doctor Claims: See Frequently Asked Questions under Member Information on the VSP website www.vsp.com for details on submitting claims for non member doctors.
Revised 10/10

APPENDIX D

MEMORANDUM OF UNDERSTANDING – ATHLETIC TRAINER

For so long as the current employee who is contracted as Athletic Trainer (i.e. employee who was contracted for the 2009-2010 school year as Athletic Trainer) holds the Athletic Trainer position and for so long as the current Athletic Trainer performs training functions for grades seven (7) through twelve (12), the Board agrees to compensate the current Athletic Trainer on a full-time basis. However, all other provisions of Article XLIV of the Contractual Agreements remain in full force and effect. In addition, when such time as the current Athletic Trainer vacates the position, this Memorandum of Understanding will expire and cease to have any further force or effect.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter, "MOU") is entered into on this 20th day of August, 2013, by and between the Clark-Shawnee Local Education Association (hereinafter, "CSLEA") and the Clark-Shawnee Local School District Board of Education (hereinafter, "Board"), for the purpose of documenting a mutually agreed upon two-year exception with respect to the application of aspects of the Student Growth Measure component of the Teacher Evaluation process as reflected in Article XXXV of the negotiated Contractual Agreements (2013-2016) between the parties.

The intent of the parties with respect to the mutually agreed upon two-year exception to the application of aspects of the Student Growth Measure component of the Teacher Evaluation process as reflected in Article XXXV of the negotiated Contractual Agreements (2013-2016) is as follows:

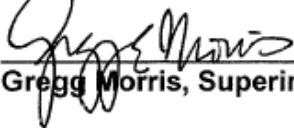
1. For a two (2) year period only, starting July 1, 2013 through June 30, 2015, exclude student growth measure data from any decision with respect to an employee's contract status with the District; and
2. For a two (2) year period only, starting July 1, 2013 through June 30, 2015, exclude student growth measure data from any decision with respect to employee discipline.

All other components of the Student Growth Measure, application thereof, and all other components of the Teacher Evaluation process in general, all as reflected in Article XXXV of the negotiated Contractual Agreements remain in full force and effect for the duration of the Contractual Agreements (2013-2016) and are not otherwise impacted in any way by the contents of this MOU.

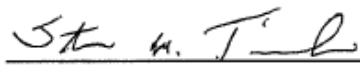
The parties to this MOU hereby affirm and agree that this is a one-time MOU only and that it does otherwise affect any other provision of the Contractual Agreements between the parties in any way. This MOU automatically expires on June 30, 2015 with no further action required by either party. This MOU does not become part of the Contractual Agreements in any way.

The parties to this MOU also hereby affirm and agree that the terms of this MOU shall not be construed as establishing any precedent or past practice between the parties with respect to the issues addressed herein or any other issues.

The parties to this MOU hereby acknowledge that they each enter into this MOU voluntarily with full knowledge of its contents and significance. Both parties to this MOU also pledge their support for the concepts addressed herein.



Gregg Morris, Superintendent



Steve Tincher, CSLEA President

CERTIFICATE

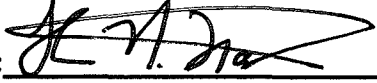
Expenditure Authorization (ORC 5705.412)

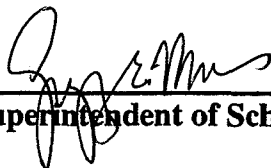
RE: 2014 CSLEA AGREEMENT

IT IS HEREBY CERTIFIED that the Clark-Shawnee Local School Board of Education has sufficient funds to meet the obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue for all other sources abatable to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: 8/20/2013

Clark-Shawnee Local School District

BY: 
Treasurer

BY: 
Superintendent of Schools

BY: 
President, Board of Education