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MASTER CONTRACT

**BETWEEN THE
CHAMPION LOCAL BOARD OF EDUCATION**

**AND THE
CHAMPION EDUCATION ASSOCIATION**

JULY 1, 2014 THROUGH JUNE 30, 2017

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ARTICLE I RECOGNITION

- 1.01 **STATEMENT OF RECOGNITION:** This agreement is made and entered into between the Board of Education of the Champion Local School District (hereinafter referred to as the "Board"), and the Champion Education Association, an affiliate of the Ohio Education Association, the NEOEA, and the NEA (hereinafter referred to as the "CEA" or "Association").
- 1.02 **EXCLUSIVE REPRESENTATIVE:** The Board recognizes the CEA as the exclusive Bargaining Unit agent for the purpose of collective bargaining as defined in Section 4117 of the Ohio Revised Code. The Board will not deal with any organizations in any manner or for the purpose and the scope of representations as identified in ORC Section 4117 for the Bargaining Unit described below.
- 1.03 **DEFINITION OF BARGAINING UNIT**
- 1.031 **INCLUSIONS:** All regular licensed/certified classroom teachers employed by the Board including, but not limited to, guidance counselors, librarians, nurses, technology facilitator, media specialist, and speech pathologist employed by the Board.
- 1.032 **EXCLUSIONS:** All supervisory, management level and confidential employees, casual, seasonal and student employees as defined in O.R.C. 4117.01. Specifically excluded from the Bargaining Unit are the following: Superintendent, principals, assistant principals, substitute teachers, home instructors, and tutors.
- 1.04 **TEACHER DEFINED:** For all aspects of this agreement, except as where specifically distinguished, the term "teacher" shall mean a member of the Bargaining Unit.
- 1.05 **NON-DISCRIMINATION:** Neither the Board nor the CEA shall deny any employment rights or rights created by the application of this contract to any employee due to the employee's race, creed, color, national origin, gender, marital status, disability, or personal life.

1.06 **BARGAINING UNIT WORK DEFINED:** All work currently performed by Bargaining Unit members, as well as future work of a similar nature, shall be deemed Bargaining Unit work.

1.07 **PART-TIME EMPLOYEES:**

1.071 **DEFINITION/PART-TIME EMPLOYEES:** A part-time employee is one who is employed for less than the regular school day or school week.

1.072 **COMPENSATION FOR PART-TIME TEACHER:** Each part-time teacher shall be placed at the proper step on the salary schedule. Then his/her compensation shall be:

$$\frac{x \text{ days taught} \times \text{minutes assigned}}{183 \text{ total number of minutes in normal teacher day}}$$

1.073 **PART-TIME LUNCH AND PLANNING PERIOD:** A part-time teacher who is assigned 250 minutes or more shall be assigned a full planning period and a lunch period that day.

Part-time teachers, who work 210 minutes, but less than 250 minutes, will be assigned a full planning period that day.

Part-time teachers who work less than 210 minutes will be assigned a 1/2 planning period that day.

1.074 **PART-TIME REPORT TIME:** A part-time teacher who is not assigned to the first period is expected to be in the building each day they are assigned at least 10 minutes prior to his/her first assignment, exclusive of faculty meeting times.

1.075 **PART-TIME KINDERGARTEN TEACHER:** A kindergarten teacher who teaches in the morning or afternoon will be considered a half-time teacher and will be compensated as such, excluding lunch.

1.076 **PART-TIME FRINGE BENEFITS:** Fringe benefits will be pro-rated for part-time employees according to the percentage of time employed, exclusive of lunch.

ARTICLE II CEA RIGHTS

- 2.01 **ASSOCIATION MEETINGS:** The CEA shall have the right to hold general membership meetings, committee meetings and building membership meetings on school property at reasonable times. This shall be free of charge except when custodial service beyond that which is regularly scheduled is required. The Board may then make standard charges as provided for in Board policy.
- 2.02 **MAILBOX/MAIL SERVICE USE:** The CEA shall be authorized to use inter-school mail service and teachers' mailboxes for dispersal of Association materials. Such materials shall be dispersed at the discretion of the CEA representatives. A courtesy copy may be given to the Superintendent.
- 2.03 **DISTRIBUTION OF BOARD POLICY:** In September of each school year, the Board shall place a copy of the current policy book in all teachers' lounges and in each building principal's office. The Board shall also provide the CEA President with a copy of the current policy book. Any modifications of official Board policy shall be sent to the CEA President, CEA building representatives, and to the building principals within one (1) week (five [5] school days), after its adoption. The Superintendent shall be responsible for keeping the policy books in the teachers' lounges current.
- 2.04 **NOTIFICATION OF BOARD MEETINGS:** The CEA President will be given prior notification of all official and public meetings of the Board. A copy of the official minutes of the Board shall be provided for the CEA within five (5) working days after their adoption. A copy of the agenda for regular meetings will be made available to the CEA President at the Treasurer's office by 8:00 a.m. the day of the Board meeting. The CEA President (or a designee) may address the Board before the Board acts on any action which impacts on the terms and conditions of employment of a teacher.
- 2.05 **ASSOCIATION BULLETIN BOARD:** Bulletin boards will be provided within each teachers' lounge for the posting of Association materials and information pertinent to the instructional process.

2.06 AGENCY SHOP

- 2.061 **ASSOCIATION MEMBERSHIP OR FAIR SHARE FEE:** In recognition of the Association's services to the Bargaining Unit, all members of the Bargaining Unit shall either be members of the Association or share in the financial support of the Association by paying to the Association a service fee equivalent to the amount of the dues uniformly required of the members of the Association.
- 2.062 **PAYROLL DEDUCTION:** Bargaining Unit members may pay yearly dues or service fees either directly to the Association or by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization Form delivered to the Board.
- 2.063 **FAIR SHARE FEE PAYERS:** Should a Bargaining Unit member choose not to become a member of the CEA within thirty (30) calendar days from the start of the school year or thirty (30) days from the employee's employment date for new employees during the school year, the Bargaining Unit member shall be identified as a Fair Share Fee Payer. That fee payer shall receive financial information from the Association and the fee payer's rights for protesting the fee or the amount of the fee and the procedure for obtaining any rebate to which he/she might be entitled. At least thirty (30) calendar days following the receipt of this information, the CEA Treasurer shall give the Board treasurer a list of fee payers for whom the Fair Share fee shall be deducted, in accordance with 2.062 above, in equal installments from the fee payer's remaining paychecks prior to June 1.
- 2.064 **INDEMNIFICATION:** The Association shall indemnify the Champion Local Schools, Board of Education, Treasurer, Superintendent, their agents, or assigns, and hold them harmless against any and all other claims, demands, suits, or other forms of liability, including legal fees and expenses that may arise out of or by reason of action taken by the Champion Local Schools, for the purpose of complying with any of the provisions of this Article, or in reliance on any

list, notices, or assignments furnished under any of such provisions.

2.07 ASSOCIATION LEAVE

2.071 **RIGHT TO LEAVE:** Any certificated employee elected to county, state, or national education office, or as delegates shall be permitted to attend conferences or conventions of the organization of which they are elected officials or delegates (with pay) at their own expense.

2.072 **PROCEDURE:** A total of thirteen (13) Association days will be granted to CEA officers and/or Association delegates for the purpose of carrying out business of the Association within the following guidelines:

- A. The days granted CEA delegates according to existing Board policy shall be included in the thirteen (13) days and must be acknowledged in advance by the building principal and Superintendent.
- B. The local Board shall be responsible for securing a substitute teacher, if necessary, for Association day leave but shall not reimburse CEA members for official business expenses.
- C. A maximum of four (4) employees shall be approved to serve as delegates.
- D. If CEA member(s) holds a regional, state or national office, one additional Association day will be added to the total of thirteen (13) Association days described in (A) in this Section for the purpose of carrying out the duties of his/her (their) office. The additional day may be taken in one-half (1/2) increments if the Bargaining Unit member is not a classroom teacher.

**ARTICLE III
NEGOTIATIONS**

3.01 **NEGOTIATIONS PROCEDURE:** The Board and the CEA as the exclusive bargaining representative for its certificated/licensed staff, agree to utilize the following negotiations procedures for all matters pertaining to wages, hours, terms, and conditions of employment. During the term of this master agreement, no changes in a specific term of this written contract shall be enforced except by a memorandum of understanding between the parties.

3.011 **REQUEST FOR NEGOTIATIONS:** The CEA President shall submit a letter requesting the opening of negotiations to the Superintendent or the Superintendent shall submit a letter requesting the opening of negotiations to the President of the CEA. The request shall be no sooner than one hundred eighty (180) calendar days, but no later than one hundred twenty (120) calendar days, prior to the expiration of the current contract.

3.012 **MEETINGS:** The party receiving the request for negotiations shall respond to such request within one month. The Superintendent and the CEA President shall mutually establish the date for the first negotiations meeting.

3.013 **NEGOTIATIONS TEAMS:** Each side shall select its own team, not to exceed four members. In addition, either party may use a consultant.

3.014 **PERIOD OF NEGOTIATIONS:** Negotiations shall be held within a period not to exceed forty-five (45) calendar days unless otherwise mutually agreed to by the parties.

3.015 **EXCHANGE OF PROPOSALS:** Once the meeting date, time and place has been established by both parties, the following procedures will be used:

At the first meeting, the party requesting negotiations shall submit in writing its proposals, and thereafter, additional items shall not be submitted by such party unless the other party consents thereto.

At the second meeting, the party who did not initiate negotiations may submit any proposals, items and/or articles to be discussed in addition to those items, articles and/or proposals submitted by the other party. The parties will limit the negotiations to the items, issues and/or proposals exchanged at the initial two meetings unless the parties mutually agree to discuss new or additional items, issues and/or proposals.

3.016 **CLOSED MEETINGS/PROGRESS REPORTS:** Negotiation meetings shall be closed to the press and public. Periodic written progress reports may be issued by the parties to their members. Press releases to the news media regarding negotiations can be issued by either party but no earlier than 24 hours after the Board of Education receives a Notice of Intent to Strike, pursuant of Ohio Revised Code, Section 4117.14 (D) (2).

3.02 **TENTATIVE AGREEMENT/RATIFICATION:** When tentative agreement is reached on negotiated issues, said agreement shall be presented to the Association for ratification within fourteen (14) calendar days. Upon ratification by the Association, the tentative agreement shall be presented to the Board for adoption within fourteen (14) calendar days. When both parties have ratified or adopted the tentative agreement, it shall become the new contract or new part of the contract.

3.03 **DISAGREEMENT:** If after forty-five (45) days, or a date mutually agreed upon, tentative agreement on all items is not reached, either party may declare impasse.

3.031 **IMPASSE/MEDIATION:** If impasse is declared, either party may request the services of the Federal Mediation and Conciliation Service (FMCS). Once started, mediation shall continue until tentative agreement is reached or until the contract expires.

3.032 **RIGHT TO STRIKE:** The CEA retains its rights under ORC 4117.142 upon contract expiration.

3.033 **MUTUALLY AGREED ALTERNATIVE DISPUTE SETTLEMENT PROCEDURE:** The foregoing is the parties mutually agreed alternative dispute settlement procedure as authorized by ORC 4117.14 (E).

3.04 **IN-TERM BARGAINING:** If the parties re-open any provision of this contract the parties shall meet and bargain at a mutually convenient time. If any provision of this contract is deemed contrary to law by any court, the parties shall meet and bargain within thirty (30) calendar days after said finding is rendered. If any change occurs in the Ohio Revised Code that alters a term or condition of this Agreement, the parties shall meet and bargain within thirty (30) calendar days after the change in the Ohio Revised Code takes effect. If in-term bargaining is required under Ohio Revised Code 4117.08, the parties shall meet and bargain within thirty (30) calendar days of that requirement.

If the parties meet and bargain for those reasons set above and are unable to reach agreement within fifteen (15) calendar days of the first bargaining session, the provisions of Article 3.03, Disagreement; 3.031, Impasse/Mediation; 3.032, Right to Strike; and 3.033, Mutually Agreed Alternative Dispute Settlement Procedure, shall likewise apply to the above in-term bargaining situations. The Board may, but need not, maintain the status quo during in-term bargaining situations.

ARTICLE IV WORKING CONDITIONS

4.01 **SCHOOL CALENDAR:** The school calendar will be developed by the Superintendent and the Superintendent's Advisory Counsel. Recommendations from the Bargaining Unit will be considered. Final approval of the calendar is reserved for the Board. There shall be one hundred eighty-three (183) days per school year, to be scheduled as follows:

- A. One hundred eighty (180) days for instruction, which shall include two (2) days for parent/teacher conferences for grades K-12.
- B. Two and one-half (2 1/2) days for in-service: one (1) day prior to the first day of instruction, one-half (1/2) day subsequent to the last day of instruction, the remaining inservice day will be designated as flexible inservice credit.
- C. One-half (1/2) day for records and reports on the day subsequent to the last day of instruction.

- 4.011 **CALAMITY DAYS:** In the event that the start of the school day for students is delayed because of weather, teachers will be required to report before students. However, the established reporting time for teachers will be delayed for the same amount of time that the start of the school day is delayed for students. If it becomes necessary to make up days beyond five (5) calamity days in the school year calendar, the Superintendent and the CEA President and/or its representative shall meet to discuss the date/times of the makeup days. The Superintendent will develop a recommendation as to when these days are to be scheduled after having met with the CEA's President or its representative. The decision regarding the make up of school days beyond the five (5) calamity days shall be made by the Board of Education after receiving the recommendation of the Superintendent. The CEA President and/or its representative shall be granted an opportunity to meet with the Board to discuss the CEA's concerns regarding the Superintendent's recommendation prior to the Board's decision. The Board shall not be required to compensate teachers for days made up in order for the Board to comply with the statutory requirements for a minimum school year.
- 4.012 **FLEXIBLE INSERVICE DAY:** A total of five (5) hours of flexible inservice credit is required. It is to be selected by the teacher with administrator approval. Required training for supplemental contracts or education for credit, CEU or licensure requirements shall not be approved under this provision. Flexible inservice credit shall be completed during non-contract hours. An inservice day during the month of January shall be offered to teachers who do not utilize the flexible inservice option. Teachers shall report flexible inservice hours by May 1 on a form developed by the administration.
- 4.013 **OPEN HOUSE:** A teacher's attendance at Open House shall be voluntary in accordance with current practice. The Board and the CEA mutually agree that parent-teacher relations are an integral part of the total teaching-learning process. Therefore, all members of the Bargaining Unit are encouraged to

participate in Open House activities in their respective school buildings.

4.014 **PROFESSIONAL IN-SERVICE DAYS:** Pending State approval, students will be dismissed early at the conclusion of each of the first three (3) grading periods, i.e., Grading Periods 1, 2 and 3. During the time of early dismissal, half of the time will be used by the teachers for grade preparation, reporting, and record keeping. The remaining time will be for professional in-service provided by the Administration.

4.02 **SCHOOL DAY:** Teachers will not be required to be in the building any longer than seven (7) consecutive hours, including the lunch period, except on those days when there are faculty meetings scheduled.

4.021 **FACULTY MEETINGS:** Teachers may be required to attend only twelve (12) faculty meetings per school year.

4.022 **DUTY-FREE LUNCH:** Each teacher shall be entitled to at least thirty (30) consecutive minutes of a duty-free lunch period each school day during the hours a cafeteria meal is available (on those days the cafeteria is open).

4.023 **CHANGES IN STARTING/ENDING TIMES:** Whenever the Board establishes or changes the starting and ending times for buildings or programs, the CEA shall have their seven (7) hour work day clearly identified. Teachers acknowledge that it is in the best interest of the students and their safety to be supervised in the buildings at the conclusion of the school day. Teachers will make their best effort to insure that students are supervised during dismissal times.

4.03 **PLANNING TIME**

4.031 **ELEMENTARY PLANNING TIME:** Each elementary teacher, during the school day, shall have a minimum of two hundred (200) minutes per five-day week for the purpose of planning and preparation, except when acting as a substitute, in addition to the thirty

(30) minute lunch period and recesses. Each elementary teacher shall have at least one (1) block of twenty (20) consecutive minutes of planning and preparation time each day between the time when the students' instructional day begins and ends.

4.032 **SECONDARY PLANNING TIME:**

- A. Each secondary teacher shall receive one planning period of not less than forty (40) minutes per day except when acting as a substitute.
- B. Administrators shall be considerate of a teacher's planning time before setting meetings, conferences, and/or in-service.

4.04 **BREAKS FOR ESP TEACHERS:** Each building principal will establish procedures with the Building Advisory Council regarding the need for ESP teachers to receive breaks caused by unexpected circumstances.

4.05 **GRADING PERIODS:** There will be nine (9) week grading periods with interim reports issued to all students during the second and fourth grading periods. Teachers will use report forms.

4.06 **PARENT/TEACHER CONFERENCES:** Parent conferences will be held for grades K-12 for all students during the first and third grading periods.

4.061 **SCHEDULING:** Parent/teacher conferences for each school year will be scheduled in one of the following ways:

- One day as normal work hours
- Three hours after school and three hours the following morning
- Six hours on one evening after school
- Three hours each on two evenings after school

Each Principal's Advisory Committee shall determine the method to be used at its building for the following year and notify the Superintendent by April 1. The Superintendent's Advisory Committee will resolve any issues with building conference schedule selections. At the elementary level, all instructional

staff will schedule parent conferences on the school's Open House day. Those parents not scheduled at that time will be contacted by telephone or letter by the staff member.

If the scheduling of parent/teacher conferences in any of the above ways jeopardizes funding, such option will be eliminated.

4.062 **CONTACTING PARENTS, ELEMENTARY:** All elementary instructional staff will be responsible for contacting parents of students enrolled in their classes to schedule conferences for all students.

4.063 **CONTACTING PARENTS, SECONDARY:** All secondary instructional staff will be responsible for providing a list of students whose parents are to be contacted for conferences. The Guidance Department, with the assistance of the instructional staff, during a planning period, will be responsible for contacting by telephone the parents of students whose names have been provided.

4.07 **CLASS PREPARATIONS:** Every attempt will be made to limit teacher class preparation in grades 7-12, to three (3) per semester. In the event this limit is not possible, preference for class assignments will be given according to certification and seniority, with the least senior teacher receiving the additional preparations.

4.08 **STAFF FACILITIES AND MATERIALS**

A. Each classroom will be equipped with a desk, chair, filing cabinet, chalkboard, and bulletin board.

B. Teacher room assignments will be made by the building administrator on the basis of seniority. In the event that a Bargaining Unit member's room assignment is involuntarily changed between the first teacher's day and the last day of students, he/she shall be granted a fifth personal day.

C. A teacher work area with desk, table, computer and printer, and chairs will be provided for teachers in each building. Office supplies such as a stapler, staples,

three-hole punch, etc., shall also be provided in the teacher work area.

- D. In each building there will be an area designated as the teachers' lunch area, separate and apart from the teachers' lounge and from the school cafeteria.
- E. In classes where a non-consumable textbook is required, one shall be provided for each student. The teacher will be consulted as to whether a textbook is required.
- F. Each building will have an adequate designated parking area (for all members of the Bargaining Unit), separate from student and visitor parking.

4.09 CLASS SIZE

- A. No class shall exceed the following size limitations except band, choir and orchestra:

K-2	25 students
3-5	27 students
6-8	28 students
9-12	28 students
Phys. Ed.	31 students per instructor
- B. Elementary (K-5) teachers in self-contained classrooms (same teacher all day) who are assigned students above the limits shall receive an overload payment of enrolled for at least 9 weeks of the semester). Half-day kindergarten shall be paid \$103.00.
- C. Elementary (1-5) teachers who departmentalize and who are assigned students above the limit shall receive an overload payment of \$41.20 per student per class/subject per semester (student must be enrolled for at least 9 weeks of the semester). Class/subject departmentalization shall be grouped as follows: (1) Math; (2) Reading; (3) Language Arts--Writing, Spelling, English; (4) Sciences--Science, Health, Social Studies; (5) Art; (6) General Music; and (7) P.E.
- D. Secondary teachers (6-12) who are assigned students above the limits shall receive an overload payment of \$41.20 per student per class/period per semester

(student must be enrolled for at least 9 weeks of the semester).

- E. Special education students who spend more than half their instructional time in one self-contained classroom or departmentalized class for the entire semester shall be counted toward the class size limit. When a special education teacher is assigned to the class for more than half time, the student(s) are exempt from class size limitations as outlined in 4.09A. A teacher who is assigned a special education student for any of the class/subject departmentalization groupings as defined in paragraph C shall be paid the overload payment of \$41.20 per student per class/subject per semester (student must be enrolled for at least 9 weeks of the semester).

Low incidence students, if included in a regular classroom on a continuing basis, shall be counted as the equivalent of two (2) non-low incidence students for the purpose of class size.

- F. Teacher-initiated grouping/departmentalization that results in class size/periods in excess of the negotiated limits are exempt from class size limits. Administration-initiated grouping/departmentalization that results in class size/periods in excess of the negotiated limits shall be counted toward the class size limit.
- G. Administration shall not arbitrarily adjust classes (self-contained or departmentalized) to avoid class size payments after a student has been assigned to a class.
- H. Forms for payment will be available in the principal's office in each building. The forms are to be turned in to the principal on the last day of the semester.
- I. Payment for the overload in the first semester will be made in the last paycheck in February. Payment for the second semester will be made in the last paycheck in June.

- 4.10 **REQUIRED PHYSICAL EXAMINATION OR TEST:** Any mandatory physical examination or test required by the Board shall be made available by the Board at no cost to the teacher.

4.11 PERSONNEL FILES

- 4.111 **PERSONNEL FILE:** All personnel records shall be kept up to date and on file for reference at all times. An index of items in the personnel folder shall be part of the folder. These records shall be filed in the Superintendent's office. Only material in the Superintendent's file can be used for disciplinary or employment reasons.
- 4.112 **RIGHT TO REVIEW:** Each member of the Bargaining Unit shall have the right to review the contents of his/her personnel file, with the exception of references or other materials supplied as confidential prior to employment.
- 4.113 **COPIES:** A member of the Bargaining Unit shall be entitled to a copy of any reviewable material in his/her file.
- 4.114 **DEROGATORY/INACCURATE MATERIAL:** A member of the Bargaining Unit shall be informed of any material which may be construed derogatory which is directed toward that employee and which can become a matter of record prior to the material becoming part of the permanent file. The member of the Bargaining Unit shall acknowledge that he/she has read the material by initialing the copy to be filed. He/she shall also have the opportunity to reply to such derogatory material in a written statement to be attached to the file copy. The teacher may choose to challenge the accuracy of any materials to be placed in his/her file through the grievance procedure. Any information found to be inaccurate shall be removed from the teacher's file. The teacher may also request materials, except evaluation documents and materials required by law to be maintained, to be expunged after three (3) years. The request by the teacher to have the materials expunged must be made in writing to the Superintendent. The Superintendent shall within thirty (30) days make a decision whether the material is to be expunged or maintained in the permanent file.

- 4.115 **NO ANONYMOUS MATERIAL:** Anonymous letters or materials shall not be placed in any Bargaining Unit member's file nor will they be made a matter of record. Each item included in the file from officials of the school district shall be dated and signed by those who submitted such items for the file.
- 4.116 **INITIAL OF BARGAINING UNIT MEMBER:** The member of the Bargaining Unit shall indicate that he/she has read the material in his/her file by initialing each item. Initialing the material does not indicate the teacher's agreement with what is written.
- 4.12 **STUDENT TEACHER ASSIGNMENTS:** A classroom teacher will be consulted and must approve the assignment of a student teacher and/or practicum student to his/her class and will be reimbursed according to the policy of the student teacher's college or university.
- 4.13 **ADVISORY COUNCILS**
- 4.131 **PRINCIPAL'S ADVISORY COUNCIL**
- A. The Principal's Advisory Council in each building shall be established on or before October 1 of each year and shall consist of the principal, the CEA building representative, and no less than five (5) and no more than nine (9) members of the Bargaining Unit.
 - B. All faculty members of each building council will be elected by their respective faculties. This election will be conducted by each CEA building representative.
 - C. The Council will meet monthly. Special meetings may be called with approval of the building principal or upon submission of a written request for a special meeting signed by two-thirds of the Principal's Advisory Council membership.
- 4.132 **SUPERINTENDENT'S ADVISORY COUNCIL**
- A. The Superintendent's Advisory Council will consist only of the Superintendent, one (1) member of the Principal's Advisory Council

elected from each building, and the CEA President.

- B. The one (1) member from each building will be elected by his/her respective Principal's Advisory Council members.
- C. The CEA President will be an ex-officio member.
- D. The Council will meet at least once each month from October through May.

4.133 **ADVISORY COUNCIL PROCESS**

- A. Each building council will be chaired by the building administrator. The Superintendent's Advisory Council will be chaired by the Superintendent.
- B. Members of the Bargaining Unit may have items placed on the agenda by submitting a written request including item(s) to the administrator two (2) working days prior to the meeting. Neither council shall deal with issues which fall in the scope of negotiations.
- C. A recording secretary will be selected for each council and records of the meeting will be prepared and submitted to the building administrator and/or Superintendent.
- D. Copies of the minutes will be placed on all bulletin boards in all teachers' work areas and principals' offices, and copies will be distributed to each council member.

4.14 **INCLUSION:**

- A. Whenever a student is mainstreamed from special education classes to the regular and specialist art, music, and physical education class, the regular classroom teacher will be part of the IEP team. The administration shall make reasonable efforts to equitably assign special education students to classrooms at each grade and/or subject level. All teachers at each grade level at each building shall have the opportunity to meet

with the principal to discuss and provide input into decisions affecting the number of special education/handicapped students assigned to classes at that grade level. Such input shall be given serious consideration by administration.

- B. Regular education and specialist art, music and physical education teachers affected by an IEP may also ask for a review of the special education student's progress if the student does not appear to be making successful progress and/or passing the class. Whenever an employee requests to review the IEP and/or placement of a student an IEP meeting shall occur within a reasonable period of time.

Special education students shall be identified as low incidence or high incidence for purposes of inclusion. Low incidence students are defined as SBH, MH, visually impaired, hearing impaired, orthopedically handicapped/or other health handicapped as identified by the IEP. High incidence students are identified as LD/DH.

Low incidence students will be rotated among the teachers in grade levels 1-5 each year. However, a teacher may volunteer to accept low incidence students in consecutive years.

No more than two (2) low incidence students excluding hearing impaired will be placed in one classroom.

- C. At no time will there be more than three (3) special education students of any combination in any one regular classroom. However, at all levels, teachers may agree to waive this restriction by signing a waiver form.

Decisions regarding the services for eligible special education students shall be made on an individual student basis and on the education needs of the student.

- D. Any Bargaining Unit member who is assigned a special education student shall be informed of related IEP information prior to the student's placement in the classroom. Appropriate personnel will be provided as outlined on the student's IEP when it designates medical or custodial care services.

- E. The performance evaluation of certificated Bargaining Unit members who are impacted by an IEP shall not include any negative assessment if the short/long term goal(s) of the IEP have not been met.

Administrators/Supervisors will be conscious of a teacher's planning time and lunch period in setting IEP meetings. However, teachers will not be required to remain past their regular school day for BLAT/IEP meetings.

- F. Any waiver submitted to the Department of Education requiring the Association's signature shall be provided to the Association President.
- G. Qualified personnel shall be the only employees to provide and conduct necessary medical procedures. Certified employees other than qualified school nurses and/or trained medical technicians shall not be requested or required to perform any medical procedure on a student. However, employees are required to assist students in the cases of emergency whenever possible.
- H. **IEP CONFERENCES AND RELEASE TIME:** Special education personnel required to participate in annual mandated conferences will be given released time during the fourth grading period to conduct only the required conferences. Each special education classroom teacher shall be granted two (2) days of released time to write IEPs.

During regularly scheduled Parent-Teacher Conference Days, special education personnel shall schedule conferences with parents to review student progress.

- 4.15 **INTERIM REPORTS:** Interim Reports shall be sent according to current practice.
- 4.16 **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE:** A local five (5) member Professional Development Committee shall be established in accordance with the law. The Association shall be a full and equal partner in the planning, development and implementation of the law as it relates to the Champion LPDC. At the close of the school year, the committee shall submit a report of its activities, structure, and

plans to the Champion Board of Education and the Champion Education Association for review.

4.17 **INTERACTIVE DISTANCE LEARNING**

- A. The Champion Education Association and the Board agree that interactive distance learning can be a viable instructional option to improve the quality of instruction. Distance Learning Lab (DLL) is education that takes place when a teacher and student are separated by distance but are joined by interactive technology. The District shall allow advanced placement or enhancement DLL courses. It is not the intent and purpose to reduce the total number of Bargaining Unit members employed or the hours worked as a result of the DLL course. There will be no reduction in total number of Bargaining Unit members or hours worked as a result of distance learning.
- B. **SENDING/ORIGINATION SITE:** The sending or originating site district shall be responsible for the course content and textbook(s). Supplemental material selection, testing, and evaluation of Champion students will be the decision of the originating site teacher according to the origination site's procedures and policies.
- C. **COURSE SELECTION:** DLL course(s) shall be selected by the principal on a semester or a yearly basis.
- D. **PLANNING TIME:** When a teacher instructs for the first time in the DLL, he/she shall be provided with a second preparation period for that semester. After that initial semester of instruction, the teacher is not entitled to an additional planning period regardless of whether he/she teaches the same course or another course. If the second planning period is unable to be scheduled, the teacher shall be paid their hourly rate pro-rated to a period of instruction.
- E. **RESPONSIBILITIES:** Setting up, maintaining, or dismantling DLL equipment shall not be the responsibility of the DLL teacher instructing the course.
- F. **TEACHER SELECTION:** Teaching a DLL course is on a voluntary basis only. A teacher is eligible to provide a

course in the DLL if that teacher is assigned to teach the course in the regular school schedule.

- G. **VIDEOTAPING:** All instructional presentations broadcast over the DLL may be copyrighted by, and are the property of the originating district and the teacher. Teacher instructional items produced off site and with their own materials remain the property of the teacher. A DLL class may be televised for demonstration purposes by mutual consent of the teacher and the Board. Videotapes of DLL classes may be used for other purposes by the mutual consent of the teacher and the Board. Videotapes of DLL classes may be used for make-up work for all students enrolled in the DLL class.
- H. **MONITORING:** In the event that the building administrator determines that supervision is necessary in a DLL classroom, a teacher may be assigned and such assignment shall be in place of a classroom or other assignment at a pro-rated hourly rate of voluntary in school substitution.
- I. **EVALUATION OF STAFF:** The evaluation of teachers in DLL courses shall be conducted in person and in accordance with the evaluation process set forth in the agreement. The performance evaluation of a Bargaining Unit member who is teaching/taught in the DLL shall not include any negative assessment as a result of instructing in the DLL.
- J. **CLASS SIZE:** Class sizes shall be based upon provision in this agreement inclusive of sending and receiving site students.
- K. **STRIKE PROHIBITION:** No Champion DLL broadcast shall be provided to a school district where any of the employees are conducting a legal strike.

**ARTICLE V
EMPLOYMENT PRACTICES**

5.01 **ASSIGNMENT:** Teachers will be assigned according to standards of certification established by the Ohio State Board of Education.

5.02 **VOLUNTARY TRANSFERS**

5.021 **VACANCY DEFINED:** A vacancy shall be defined as a position which the Board determines to fill, formerly filled by a teacher that becomes open due to death, resignation, retirement, termination, promotion, transfer, Board approved leave of absence, or a newly created position for which a teacher will be hired to perform the responsibilities.

5.022 The Board of Education shall not be required to fill a vacancy that occurs after August 10. The Board of Education may fill the vacancy with a substitute(s) who shall have the salary and benefits as provided in Ohio Revised Code Section 3319.10. If a substitute teacher works more than 120 days in a given school year for Champion Local Schools and he/she is subsequently hired as a regular full-time teacher by the Board, he/she will be entitled to one (1) year of seniority. However, a vacancy will be posted in accordance with 5.023 to be filled at the beginning of the next school year.

5.023 **POSTING PROCEDURE:** Whenever a vacancy occurs in the Bargaining Unit, the Board shall immediately post such vacancy for a period of five (5) school days, during the school year, or fourteen (14) calendar days during any recess, (spring, winter, or summer), on the bulletin boards in designated areas in each building, on the Champion District e-mail, and shall send written notice to the CEA President. During the summer recess the Board shall send any posting notice to all members of the Bargaining Unit with payroll checks. CEA members must notify the treasurer for special mailing arrangements if they do not receive their paychecks through the mail.

5.024 **POSTING NOTICE:** This notice will set forth the description, the qualifications for the position,

including duties, salary ratio, and procedure for application. The Superintendent will not draft the posting notice setting the qualifications with the purpose to exclude Bargaining Unit members.

5.025 **APPLICATION FOR VACANCY:** Applications for vacancies must be submitted to the Superintendent's office within five (5) school days during the school year and fourteen (14) calendar days during any recess from the date of posting.

5.026 **SELECTION CRITERIA:** First consideration shall be given to certification/licensure. If all other qualifications are equal the most senior applicant shall be appointed to fill the vacancy.

5.027 **SELECTION PREFERENCE:** Whenever a vacancy occurs, that vacancy shall first be filled by a current, active Bargaining Unit member unless such transfer, reassignment, or reclassification prevents the recall of a Bargaining Unit member on layoff. In such circumstances, the position shall first be offered to the most senior certificated/licensed Bargaining Unit member on the RIF list.

5.028 **JOB DESCRIPTIONS:** The CEA and the Administration shall agree on developing job descriptions, which shall be dispersed to the teachers within thirty (30) days from the date of adoption by the Board.

5.03 **INVOLUNTARY TRANSFERS**

5.031 **ORDER OF INVOLUNTARY TRANSFER:** When a reduction in the number of teachers within a building or grade level is necessary, the most senior teacher(s) within the affected building and grade who volunteers will be transferred. If there are no volunteers, the least senior teacher(s) will be transferred.

5.032 **EXCHANGES IN TEACHING ASSIGNMENTS:** Exchanges in teaching assignments may be made if acceptable to the involved teachers and prior approval of the building administrator.

5.033 **RESTRICTIONS:** There shall be no involuntary transfers made unless they pertain to direct academic programs, unrelated to supplemental contracts.

5.04 **INDIVIDUAL TEACHER CONTRACTS**

5.041 **WRITTEN CONTRACT:** Regular full time certified/licensed employees will be issued an employment contract no later than forty-five (45) calendar days subsequent to the Board of Education approval and the Board office receiving two copies of an official grade transcript and a teaching certificate/license valid for the subject area(s) assigned.

5.042 **TYPES OF CONTRACTS:** Following two (2) school years of employment by the Board, a teacher whose limited contract is to be renewed shall be granted at least a two-year contract. Following four (4) years of employment, a teacher whose limited contract is to be renewed shall be granted at least a two-year contract. Thereafter, a teacher whose limited contract is to be renewed shall be granted at least a three-year contract. All provisions set forth herein will be in effect unless a teacher becomes eligible for a continuing contract and is granted the same in accordance with the law.

5.05 **CONTRACT RENEWAL:** Teacher contracts will be renewed as outlined in the Ohio Revised Code.

5.06 **SUPPLEMENTAL CONTRACTS**

5.061 **SUPPLEMENTAL SALARY PLACEMENT:** All supplemental contracts must be placed on the negotiated salary schedule. Should the Board create a new duty assignment for which a supplemental contract is required, the parties will meet to negotiate an appropriate pay differential for the supplemental contract. Absent agreement, the supplemental contract will not be added.

5.062 **SUPPLEMENTAL YEARS OF EXPERIENCE:** Any change of assignment in the same sport on the supplemental athletic schedule will not nullify previous years of experience. Changes made from

one sport to another will result in a return to zero (0) years of experience.

5.063 **SUPPLEMENTAL POSTING:** Whenever a vacancy occurs in a position covered by a supplemental contract or when a new supplemental contract position is created, the Superintendent will post the vacancy for fourteen (14) calendar days after the Board of Education accepts the resignation or approves the creation of a new supplemental contract position.

- A. Supplemental contract vacancies during the school year shall be posted in the principal's office and in the teachers' lounges in each building.
- B. Vacancies in supplemental contracts occurring after the close of the regular school session will be announced by letter through regular payroll distribution. The notice will set forth a description of the position, the qualifications, and procedure for application.
- C. No vacancy occurring prior to June 30 shall be filled until such vacancy has been posted for at least fourteen (14) calendar days.

5.064 **APPLICATION FOR SUPPLEMENTAL POSITION:** Any member of the Bargaining Unit may apply for such vacancy at the office of the Superintendent. Whenever more than one member of the Bargaining Unit applies for the same position, the most senior qualified member of the Bargaining Unit will be appointed to fill the position if all other qualifications are equal. Any member of the Bargaining Unit on the RIF list may apply and shall be given the same consideration for supplemental positions as current active members of the Bargaining Unit.

The Board of Education may renew the contract of any non-licensed individual currently employed for one (1) or more years without first offering the position to licensed employees of the District or advertising the position as available to other qualified licensed individuals. However, the Board will post

the position held by the non-licensed individual in accordance with Section 5.063 before renewing his/her contract. If a Bargaining Unit member applies for the position previously held by the non-licensed individual, the Board has the discretion to fill the position with the non-licensed individual.

Copies of the notices of supplemental vacancies shall be mailed to each member on the RIF list at the last address of record.

- 5.065 **SUPPLEMENTALS-DURATION:** The Board will follow the ORC on the nonrenewal of supplemental contracts.

ARTICLE VI EVALUATION

- 6.00 Licensed employees who spend at least 50% of their time providing content student instruction will be evaluated in accordance with the policies adopted by the Board of Education pursuant to 3319.111 and 3319.112.

An ongoing committee shall be maintained over the life of the agreement to review and analyze the District's evaluation system. The committee will look at and explore aspects of the evaluation process it believes will be useful to insure the continuation of an effective evaluation process. Any recommendations will be brought back to the Board for consideration. Annually, the committee will review and update, if needed, the evaluation procedure and forms for licensed staff identified as teachers who spend at least 50% of their time providing content student instruction. The committee will be responsible for developing and recommending the procedures which must be in accordance with Board policy. The committee will be comprised of four (4) CEA members appointed by the CEA President and four (4) administrator members appointed by the Superintendent or his/her designee. The committee shall have one (1) co-chair from the Association and one (1) from the Administration.

Licensed employees who do not spend at least 50% of their time providing content student instruction will be evaluated in accordance with Section 6.01 through 6.036.

6.01 **EVALUATION PRINCIPLE:** Throughout the school year, each teacher will be visited by the supervisory personnel. The purpose of these visits will be to assist the teacher in examining his/her teaching efforts and making constructive suggestions for implementation and improvement. It is hoped that all teachers would welcome the visits of each supervisor or administrator and utilize them to gain suggestions and ideas. If, at any time during the year, a teacher has a project or special program which he believes is unusual, it would be most appropriate to extend an invitation to the various supervisors and administrators to attend.

6.02 **EVALUATION OBJECTIVES:** The purpose of this evaluation procedure is:

A. To provide for continuous and constructive improvement of the performance of the professional teaching staff through objective evaluation of the individual teaching process and to recognize superior teaching performance.

B. To support a recommendation regarding:

1. The granting or withholding of tenure and/or non-renewal of a teaching contract.

2. Any suspension or termination of contract made in accordance with Sections 3319.16 (inclusive) of the Ohio Revised Code.

6.03 **EVALUATION PROCEDURE**

6.031 **SCHEDULE OF EVALUATIONS:** All teachers working under limited contracts will receive at least two (2) formal evaluations during the school year. All other teachers will receive at least one formal evaluation every five (5) years. All formal evaluations will be conducted by an administrator of the Champion Local Schools.

6.032 **OBSERVATIONS:** Each formal evaluation shall be based on at least one (1) classroom observation of forty (40) minutes.

6.0321 **PRIOR NOTICE:** Bargaining Unit members shall receive a written notice of

a formal observation at least three (3) work days before the observation. The administration shall, within fourteen (14) work days after the three (3) day notice, complete the observation of the classroom teacher. If the observation is cancelled, the notice of observation shall be reissued. The administration, without any additional notice, may, within the fourteen (14) day period after the three (3) day notice, conduct more than one (1) formal observation.

6.0322 **SCHEDULING OF OBSERVATION:** No formal observation shall occur two (2) student days immediately before or one (1) student day immediately after the Board approved calendar dates as follows: Thanksgiving break, winter break, spring break. The day of the building Halloween/Harvest party and Valentine party will be observed under this provision.

6.0323 **JOB DESCRIPTIONS:** Each formal classroom evaluation conference shall be based on objective observance of the teacher's classroom activity and the teacher's job description.

6.0324 **COMPLETION OF EVALUATION FORMS:** An evaluation form shall be completed in duplicate following each formal observation. The teacher will be given a copy of the form for review at least two (2) days prior to the evaluation conference. At the following evaluation conference, the written form will be discussed. The teacher shall sign the evaluation form signifying that he/she has received a copy of the evaluation. The teacher's signature does not indicate agreement with what is stated on the evaluation.

- 6.033 **EVALUATION CONFERENCES:** For limited contract teachers, the first formal evaluation conference shall take place not later than January 15. The second evaluation conference shall occur by April 15. For all other teachers, the evaluation will take place by May 15.
- 6.034 **TEACHER RIGHT TO REBUTTAL:** The teacher may write a rebuttal to be included with the copy of the evaluation that is placed in the teacher's file.
- 6.035 **EVALUATIONS FORMS:** The evaluation form(s) shall not call for substance or procedure which differs from that required by this article, and shall not be changed during the school year.
- 6.036 The evaluation procedures outlined in this collective bargaining agreement for licensed employees who do not spend 50% of their time providing content student instruction supersede the evaluation procedure found in the ORC.
- 6.037 **NON-RENEWAL OF LIMITED CONTRACT TEACHERS EMPLOYED FOR TWO (2) YEARS OR FEWER:**
- (a) Limited contract teachers who are employed after July 1, 2010, who have been employed for two (2) years or fewer, shall be notified by the Superintendent if they will not be recommended to the Board of re-hiring for the next school year. Such notification shall be made at least ten (10) days prior to the Board action on their Contract, such teachers shall have the right to meet with the Board in Executive Session with representation to discuss the intended action on their Contract.

This non-renewal procedure for such teachers supersedes all provisions of O.R.C §3319.11 and O.R.C §3319.111, and such teachers shall have no right to challenge said non-renewal pursuant to O.R.C §3319.11 or §3319.111 or through the negotiated grievance procedure or other tribunal.

(b) After the two (2) year probationary period, a teacher who seeks relief from non-renewal of a teaching contract may either pursue his or her rights under the Collective Bargaining Agreement, including the right to the grievance procedure and arbitration or, at the teacher's option, pursue his/her statutory rights. Once selecting an option, a teacher is confined to the option. Non-renewal of all teachers not covered by Section (a) shall be in accordance with Ohio Revised Code §3319.11 and Section 6.036 of this Contract.

6.038 **TEACHERS ELIGIBLE FOR CONTINUING SERVICE:** Teachers shall be eligible for continuing service status in accordance with Ohio Revised Code, Section 3319.11. However, if a person becomes eligible during the term of his/her limited contract status, a continuing contract shall not be awarded until the limited contract expires. The awarding of a continuing contract must wait until the end of a currently accepted and existing limited contract.

ARTICLE VII SENIORITY

- 7.01 **SENIORITY DEFINED:** Seniority shall be continuous service within the school district. Those teachers with continuing contracts shall be deemed to have greater seniority than those with limited contracts.
- 7.02 **CALCULATION OF YEAR OF CONTINUOUS SERVICE:** A teacher shall receive a year of continuous service for each year in which they have at least 120 days of employment by the Board as a member of the Bargaining Unit.
- 7.03 **CALCULATION OF HALF-YEAR OF CONTINUOUS SERVICE:** A teacher shall receive a half year of continuous service credit for each year in which they have at least 60 days of employment by the Board as a member of the Bargaining Unit.
- 7.04 **DAILY CALCULATION OF SENIORITY:** Beginning with the 1991-92 school year, continuous service shall be calculated

from the day the teacher begins teaching as a member of the Bargaining Unit and shall be calculated on a daily basis.

7.05 **TIE IN CONTINUOUS SERVICE:** Where teachers have the same amount of continuous service:

A. The teacher who was hired at the earlier Board meeting shall be considered to have greater seniority.

B. If more than one teacher is hired at a Board meeting the Board will conduct a lottery to determine seniority.

7.06 **BREAKS IN SERVICE:** When a teacher leaves the Bargaining Unit through resignation, or appointment to an administrative position, the teacher shall forfeit all Bargaining Unit seniority. If the teacher should be reemployed by the Board in a Bargaining Unit position, the teacher's continuous service shall begin again at zero years.

7.061 **LEAVES OF ABSENCE/RIF:** Continuous service shall not be broken by leaves of absence and/or reduction in force.

7.062 **MILITARY SERVICE:** Military service which interrupts the teacher's contract due to national emergency and/or call to duty, and time while on sabbatical and/or professional growth leave shall be included in calculating a teacher's continuous service.

7.07 **POSTING OF SENIORITY LIST:** By the first school day in January of each year, the Superintendent shall have posted in each building and delivered to the President of CEA a current seniority list identifying for each area of certification/licensure all teachers holding that certification/licensure, their years of continuous service and their hiring dates.

7.08 **PART-TIME:** Seniority for part-time employees will be pro-rated.

**ARTICLE VIII
REDUCTION IN FORCE (RIF)**

When it becomes necessary to reduce the number of employees within the Bargaining Unit due to decreased enrollment, return of teachers from leaves of absence, suspension of school or territorial changes affecting the school district, curriculum changes, reduction of units, lack of sufficient funds to maintain the existing education program or loss of state or federal funds earmarked for a specific educational program, the following procedure shall be implemented:

- 8.01 **ORDER OF LAYOFF:** Within each teaching field affected, reduction in personnel will be made by laying off teachers with limited contracts before those with continuing contracts.
- 8.02 **SENIORITY PREFERENCE:** In making any reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. However, the Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. (Taken from Ohio Revised Code, Section 3319.17)
- 8.03 **NOT ARBITRARY OR CAPRICIOUS:** In determining the teacher to be laid off, the Superintendent shall not be arbitrary or capricious.
- 8.04 **FULL TIME CONTINUOUS SERVICE DEFINED:** Full time continuous service will be defined as the length of service in the district which shall include the following:
- A. Military service which interrupts the teacher's contract due to national emergency, recall to duty.
 - B. Sabbatical leave or professional growth leave.
 - C. Teachers using dependent care leave or another leave of absence shall not lose the seniority held prior to the leave, but shall not gain additional seniority for the time of the leave.
- 8.05 **RIGHT TO RESTORATION:** Teachers whose continuing contracts are suspended by the Board shall have the right of restoration to continuing service status by the Board if and

when teaching positions become vacant or are created for which any of such teachers are or become qualified. Seniority shall not be the basis for rehiring a teacher except when making a decision between teachers who have comparable evaluations. *(Taken from Ohio Revised Code, Section 3319.17)*

- 8.06 **NOTIFICATION OF RIF:** The Superintendent shall determine by July 10 of each year the teaching fields affected and number of positions to be reduced due to the prior stated reasons. The Superintendent shall send written notice to the CEA President immediately upon determination and no later than July 17 of the number of positions to be reduced. A Bargaining Unit member to be laid off due to RIF shall be given written notification and the Association President shall be sent a copy of said notification.
- 8.07 **RECALL RIGHTS:** Teachers on continuing contracts shall have all recall rights as provided in the Ohio Revised Code 3319.17. Other teachers who keep the Board informed of their current address shall have recall rights for twenty-four (24) months from the date of Board action.
- 8.071 **RECALL RIGHTS DEFINED:** For the purpose of this section, recall rights mean the right to be offered a position within the teacher's teaching field before the position is offered to a person not already employed by the Board of Education.
- 8.072 **NOTIFICATION OF RECALL:** Teachers on lay-off will be notified by certified mail of the vacancy in their teaching field. Teachers not responding to the re-employment offer within ten (10) days of the mailing shall have waived their recall rights.
- 8.073 **EMPLOYEE RESPONSIBILITY:** It shall be the responsibility of the employee laid off to inform the Board of any changes in employment status.

ARTICLE IX GRIEVANCE PROCEDURE

The Board and the CEA agree that in any organization, unobstructed communication channels are an important asset. An effective functioning grievance procedure contributes directly to improve

communication channels. Therefore, the following grievance procedure is adopted:

9.01 DEFINITIONS

- 9.011 **GRIEVANCE:** A "grievance" is any alleged violation, misapplication or misinterpretation of this Master Contract or Memorandum of Understanding(s) or any dispute as to its meaning or application.
- 9.012 **DAYS:** "Days" in this Article shall mean actual teacher working days.
- 9.013 **GRIEVANT:** The "Grievant" shall be any individual Bargaining Unit member or the CEA representing the members of the Bargaining Unit.

9.02 RIGHTS OF THE GRIEVANT AND THE CEA

- 9.021 **REPRESENTATION:** A grievant, at his/her sole choosing, may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the CEA or its affiliates or by counsel.
- 9.022 **NOTICE OF MEETING:** The Grievance Committee Chairperson of the CEA shall receive prior notice of each meeting held to resolve a grievance formally filed.
- 9.023 **WRITTEN DECISIONS WITH REASONS:** Decisions rendered at each formal level shall be made in writing on the forms (Appendix A-2) setting forth the decision and the reasons therefore, and shall be transmitted promptly to the grievant and/or the CEA.
- 9.024 **NO REPRISALS:** The fact that an employee files a grievance shall not be recorded in his/her personnel file or any file used in the transfer, assignment or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant, the CEA or its officers or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

- 9.025 **ASSOCIATION GRIEVANCE:** A grievance that affects one or more teachers may be filed by the CEA on behalf of the teachers affected provided that teachers participating in the grievance are informed in writing and agree thereto prior to the filing of such grievance.
- 9.026 **LEVEL TO FILE GRIEVANCES:** All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has the authority to make a decision.
- 9.027 **HEARING DUE PROCESS:** All formal hearings held under this procedure shall be structured so that due process under the circumstances is accorded both sides. Each hearing shall have provision for: initial presentation of grievant's case, presentation of administration's case, cross-examination and/or questioning, and final summaries, with either party having the right at his/her own option to waive any or all of the foregoing.
- 9.028 **NON-SUPPORT OF GRIEVANCE:** Before a grievance is taken to the next level, the CEA has the option of withdrawing its support. However, the grievant may continue the process and at Level V, if he/she proceeds without CEA support, must assume his/her share of the costs of arbitration.

9.03 **TIME LIMITS**

- 9.031 **MAXIMUM:** The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- 9.032 **DAYS TO FILE:** If a formal grievance (Level II) is not filed within twenty (20) days after the act or conditions giving rise to the grievance, the grievance shall be considered waived.
- 9.033 **UNION FAILURE TO PROCEED:** If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance

shall be deemed settled on the basis of disposition at that step and further appeal will be barred.

9.034 **ADMINISTRATION FAILURE TO PROCEED:** Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.

9.035 **GRIEVANCE PROCESSING WHEN SCHOOL IS NOT IN SESSION:** In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, or the commencement of the Christmas or spring recess, further attempts at resolution will be postponed until the beginning of the new school term or the return to school following the recess, unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement until the next term.

9.036 **ADMINISTRATOR AVAILABILITY:** The temporary absence of a principal, immediate supervisor, or the Superintendent shall toll the running of the days during the absence of such principal, immediate supervisor or Superintendent, but in no case shall the tolling be for more than five (5) additional days.

9.037 **ATTENDANCE AT HEARING:** Hearings held under this procedure shall be conducted at a time agreeable to the Board and the CEA.

9.04 **GRIEVANCE PROCEDURE**

9.041 **LEVEL I (INFORMAL):** If a teacher believes there is a basis for a grievance, he/she must first discuss the matter with his principal or immediate supervisor in an effort to resolve the problem informally.

9.042 **LEVEL II (FORMAL)--IMMEDIATE SUPERVISOR:**

A. If the grievant(s) is not satisfied with the results of Level I, or is unable for cause beyond his/her control to discuss the matter with his/her principal or immediate supervisor within the time limit prescribed in 9.032, he/she may begin formal procedure by submitting the formal grievance on the Grievance Procedure Form

(Appendix A-1) to his/her principal or immediate supervisor.

- B. Within five (5) days of receipt of form, the principal or immediate supervisor shall make a written decision.
- C. The decision reached at this meeting shall be recorded in Level II of the Grievance Report Form (Appendix A-2) and signed by the administrator.

9.043 LEVEL III (FORMAL)--SUPERINTENDENT:

- A. If the grievant(s) is not satisfied with the results of Level II, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee within five (5) days of receipt of the Level II decision.
- B. Within five (5) days of receipt of the form, the Superintendent or his/her designee shall make a written decision.
- C. The decision reached at this meeting shall be recorded in Level III of the Grievance Report Form and signed by the Superintendent.

9.044 LEVEL IV (FORMAL)--BOARD:

- A. If the grievant(s) is not satisfied with the disposition made at Level III, within five (5) days of the receipt of the Level III decision, he/she may request, in writing, a hearing with the Board of Education. The hearing shall be held in executive session at the next scheduled Board meeting after receipt of request.
- B. The grievant(s) and a representative of the CEA Grievance Committee shall present the grievance to the Board and discuss the allegations for filing such grievance.
- C. Within ten (10) days of the Board hearing, a written decision will be issued by the Board

President to the grievant and the CEA Grievance Committee representative.

9.045 **LEVEL V (FORMAL)--ARBITRATION**

- A. If the grievant(s) is not satisfied with the disposition made in Level IV, within five (5) days of receipt of the Level IV decision, he/she may request, in writing, a hearing by an arbitrator.
- B. The arbitrator will be selected by mutual agreement of the representatives of the parties.
- C. If the parties cannot mutually agree on the arbitrator, the arbitrator shall be selected from the parties' Permanent Panel of Arbitrators which shall include the following:
 - Nels Nelson
 - Robert Stein
 - Thomas Skulina

The arbitrator shall be selected in the order set forth above. In the event the arbitrator is unavailable within a reasonable period of time to hear the grievance or a conflict exists or for some other reason the arbitrator cannot hear the grievance, the next arbitrator on the list will be selected.

- D. The hearing will then be scheduled to take place at the earliest possible date.
- E. The cost of the arbitrator shall be paid by the party that does not prevail.
- F. The decision of the arbitrator will be binding on the parties.
- G. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the

precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

- H. If the issue of arbitrability is raised, the arbitrator shall bifurcate the hearing and first decide whether the grievance is arbitrable. If the arbitrator determines that the grievance is not arbitrable, the grievance shall be dismissed.

ARTICLE X LEAVES OF ABSENCE

10.01 SICK LEAVE

- 10.011 **ACCUMULATION:** Each teacher shall receive fifteen (15) days of sick leave each school year which shall be cumulative such that any unused sick leave and/or personal leave shall be credited to the total of sick leave held by each teacher. The days shall be apportioned in such a manner that each teacher receives five (5) days on the first day of the teacher's work year. These five (5) days shall be credited on the first September pay of the school year. Each teacher will then receive an additional 1 ¼ day each month October through May.
- 10.012 **NOTIFICATION FOR USE:** The teacher shall notify the building principal or his/her designee prior to sick leave utilization. Following its use, the teacher shall sign a form verifying the use of sick leave.
- 10.013 **UNLIMITED ACCUMULATION:** Certified employees may accumulate an unlimited number of sick leave days.

10.02 PERSONAL LEAVE

- 10.021 **UNRESTRICTED:** Each member of the Bargaining Unit shall be entitled to four (4) days of unrestricted personal leave.

- 10.022 **LIMITATIONS:** Not more than two (2) members of the Bargaining Unit within a building may take such leave on the working day prior to or immediately following holidays or scheduled school vacations except when there is an emergency which requires the teacher's immediate attention during the school day. Personal leave may not be used on school in-service days or parent/teacher conference days except when there is an emergency which requires the teacher's immediate attention.
- 10.023 **NOTIFICATION:** Except in the case of an emergency, a written notice of intent to take such leave on a specified date must be filed with the building administrator at least three (3) working days in advance of the date on which the leave has been requested.
- 10.024 **CONVERSION OF UNUSED PERSONAL DAYS:** Unused personal days will be converted to sick days at the end of the school year.

10.03 **DEPENDENT CARE**

- 10.031 **RIGHT TO LEAVE:** A member of the Bargaining Unit shall be approved for a leave of absence without pay or benefits (except where these benefits are paid by the employee at the employee's option) for dependent care to begin at a date determined by the member requesting the leave.
- 10.032 **LENGTH OF LEAVE:** Dependent leave shall be for a period not to exceed the remainder of the school year and two (2) succeeding years. The Board may grant additional years of dependent care leave in special circumstances.
- 10.033 **APPLICATION:** Applications to the Board for dependent care leave shall be in writing, and shall contain a statement of the date on which the leave of absence is to commence and the date the teacher anticipates return to service. Teachers shall return at the beginning of a grading period. The Superintendent shall have the authority to approve the return of teachers at any other time during the school year.

- 10.034 **SUBSEQUENT YEAR NOTIFICATION:** Teachers granted dependent care leave shall give written notification to the Superintendent by April 1 of each leave year concerning employment plans and leave status for the next year.
- 10.035 **EARLY RETURN:** The Board will not be obligated to return a teacher to active status with pay and benefits prior to the expiration date of the leave of absence granted for dependent care reasons.
- 10.036 **NON-RENEWAL WHILE ON LEAVE:** If the leave granted to a limited contract teacher extends beyond April 30 of the teacher's contract year, the Board is not obligated to re-employ the teacher for the next school year or for any other school year if notice of non-renewal is given on or before April 30 of the teacher's contract year. The teacher is still eligible for all rights regarding such non-renewal provided by the contract and the Ohio Revised Code.
- 10.037 **REINSTATEMENT RIGHTS:** A member of the certificated staff, upon return from a dependent care leave, will be reinstated in the position or an equivalent position to the one vacated at the beginning of the leave.
- 10.04 **FAMILY AND MEDICAL LEAVE:** A Bargaining Unit member shall have the right to apply for and be granted family and medical leave in accordance with the Family and Medical Leave Act of 1993. The Family Medical Leave Act entitles eligible employees to take up to twelve (12) weeks of unpaid, job protected leave in a twelve (12) month period for specified family and medical reasons. When calculating leave eligibility, the operative twelve month period shall be the 12 months immediately preceding the date when the leave is requested to commence. The employee shall be entitled to leave for the following reasons: (1) the birth and care of a newborn child of the employee; (2) the placement with the employee of a son or daughter for adoption or foster care; (3) to care for an immediate family member (spouse, child or parent) with a serious health condition; or (4) to take medical leave when the employee is unable to work because of a serious health condition. In determining the Bargaining Unit member to be granted family and medical leave, the Superintendent shall not be arbitrary or capricious.

An employee may elect to use any available paid leave for any part of the period of leave including sick leave, personal leave, etc. The Board shall continue the employee in any health insurances at the negotiated percentage cost to the Board. Notwithstanding other provisions of this Article, a Bargaining Unit member shall continue to accrue seniority credit while on Family and Medical Leave.

10.05 LEAVES OF ABSENCE WITHOUT PAY OR BENEFITS FOR ILLNESS, PERSONAL REASONS OR OTHER DISABILITY

10.051 **RIGHT TO LEAVE:** A member of the Bargaining Unit may apply for a leave of absence for illness, personal reasons, or other disability or for illness or disability in the immediate family without pay or benefits (except where those benefits are paid by the employee at the employee's option) for a period not to extend beyond the teacher's contract year and one additional school year. Leaves of absence without pay for the purpose of taking other employment are granted at the Board's discretion.

10.052 **EARLY RETURN:** The Board will not be obligated to return an employee to active status with pay and benefits prior to the expiration date of leave of absence granted for illness or disability.

10.053 **NON-RENEWAL WHILE ON LEAVE:** If the leave granted to a limited contract teacher extends beyond April 30 of the teacher's contract year, the Board is not obligated to re-employ the teacher for the next school year if the notice of non-renewal is given on or before April 30 of the teacher's contract year. Such teacher is entitled to all rights and guarantees provided by the contract and/or Ohio Revised Code.

10.054 **NOTIFICATION OF RETURN:** A member of the Bargaining Unit on leave of absence must notify the Superintendent in writing by April 1 in the final year of the leave of their intent to return from the leave.

10.06 ASSAULT/DISABILITY LEAVE

10.061 **RIGHT TO LEAVE:** All members of the Bargaining Unit who are required to be absent due to physical disability resulting from an assault, which occurs in the course of Board employment while on duty on

school grounds or when required to be in attendance at a school-sponsored function, shall be eligible to receive disability leave.

- 10.062 **STATEMENT:** Upon determination of eligibility by the Board, such leave shall be granted, not to exceed fifteen (15) days, upon the member's delivering to the Treasurer a signed statement on forms prescribed by the Board and maintained by the Treasurer.
- 10.063 **REPORTING OF ASSAULT:** The statement will indicate the nature of the injury, the date of its occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the member to participate and cooperate with the Board in pursuing legal action against the assailant(s).
- 10.064 **PHYSICIAN CERTIFICATE:** If medical attention is required, the member shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- 10.065 **ALTERNATE WORK ASSIGNMENT:** The Superintendent will determine whether the employee is able to be given an alternate work assignment. An alternate work assignment will terminate the disability leave.
- 10.066 **WORKER'S COMPENSATION:** Full payment for disability leave, less Worker's Compensation and any other financial remuneration, shall not exceed the member's per diem rate of pay, exclusive of supplemental pay, and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the Treasurer.
- 10.067 **FALSIFICATION:** Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Ohio Revised Code Section 3319.16.
- 10.068 **EXTENSION OF ASSAULT/DISABILITY LEAVE:** When the member exhausts the disability leave, the member may apply for further disability leave.

Whether such additional leave is granted shall be determined solely by the Board.

10.069 **TERMINATION OF CONTRACT BENEFITS:** Where the assaulted member becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the member's employment by this District ceases, this leave provision shall no longer apply.

10.07 **JURY DUTY OR COURT REQUIRED ATTENDANCE:** Any teacher designated to serve as juror or required by subpoena to appear for a judicial proceeding during the school year will be reimbursed the difference between his/her daily rate of pay and the pay received for jury duty for each school day the employee serves as juror. The Board shall provide the substitute for the teacher.

10.08 **SABBATICAL LEAVE**

10.081 **RIGHT TO LEAVE:** A member of the Bargaining Unit who has served continuously in the Champion Local School District for a period of at least five (5) years and is working under the status of a continuing contract may apply for a sabbatical leave for the purpose of improving their professional status in the area of education. Such sabbatical leave is subject to the selection and limitations as follows:

10.082 **LIMITATION:** There will be no more than one sabbatical leave granted every three years. Sabbatical leave for professional improvement will not be granted to any member of the Bargaining Unit more than once every ten (10) consecutive years of service in Champion Schools.

10.083 **APPLICATION:** Such leave will be based upon an application to a Sabbatical Leave Committee consisting of the District Superintendent, one building principal, two Association members, chosen by the CEA, and one Board of Education member.

10.084 **PLAN FOR PROFESSIONAL GROWTH:** Applicants shall submit a written plan of professional growth to this committee for review and final recommendation to the Board of Education for approval.

- 10.085 **LENGTH OF LEAVE:** The leave shall not exceed one (1) school/contract year. Additional years may be granted at the discretion of the Board of Education.
- 10.086 **REPORT TO BOARD:** The successful applicant shall present, at an open meeting of the Board, a written and oral explanation of how their professional growth was enhanced and potential benefits to the Champion Local Schools.
- 10.087 **REQUIREMENT TO RETURN:** The teacher shall be required to return to the District for one year following the sabbatical or forfeit any remuneration afforded during the leave.
- 10.088 **COMPENSATION:** During the sabbatical leave the teacher will receive the difference between his/her salary and the cost of the replacement teacher hired to fill his/her position.
- 10.089 **INSURANCES/BENEFITS:** The Board shall continue to pay all insurances and contract benefits during the one year term of the sabbatical leave.
- 10.090 **REINSTATEMENT RIGHTS:** The teacher's re-employment salary shall be at the level at which he/she would have been had they taught the previous year and they shall accrue seniority for the one (1) year of approved leave. The teaching reassignment will be as consistent as possible with the teacher's preparation, training, and experience.

ARTICLE XI SALARY AND BENEFITS

11.01 SALARY

11.011 BASE SALARY AND INDEX SCHEDULE:

See Salary Schedules (Appendix D),

11.0112 **LONGEVITY STEP:** Teachers who qualify on the Salary Schedule attached, Appendix D, MA+20 graduate semester hours, or 30 graduate

quarter hours or an equivalent combination thereof after the MA beginning on Step 15, will have the amount below added to their salary.

2014-15	\$1,500.00
2015-16	\$1,500.00
2016-17	\$1,500.00

Teachers will resume movement on the Salary Schedule for years of service starting at their present step.

11.012 **BARGAINING UNIT MEMBER PLACEMENT:** Each teacher shall be placed on the teachers indexed salary schedule according to his/her experience and training.

- A. Column I - Bargaining Unit members who have received a Bachelor's degree from an accredited college or university.
- B. Column II- Bargaining Unit members who have received a five (5) year Bachelor's degree or the equivalent or more than 150 semester hours or 225 quarter hours from an accredited college or university.
- C. Column III - Bargaining Unit members who, subsequent to receiving a Bachelor's degree in education, earn 18 or more semester hours, 27 or more quarter hours or any such combination.
- D. Column IV - Bargaining Unit members who have received a Master's degree from an accredited college or university.
- E. Column V - Bargaining Unit members who have received 10 or more additional semester hours, 15 or more additional quarter hours after receiving their Master's Degree.
- F. Additional hours - All additional hours beyond a degree shall be directly related to the teacher's area(s) of certification/licensure or be applicable to additional teaching certification/licensure. All course work shall be completed satisfactorily at accredited colleges or universities with an approved teaching certification/licensure

program recognized by the State of Ohio Department of Education, Division of Teaching Certification.

11.02 SUPPLEMENTAL SALARIES

11.021 **RATIO TO BASE SALARY:** All supplemental contracts shall be maintained at the present ratio of the base salary as identified in Appendix C and Appendix D.

11.022 **EXTRA REMUNERATION ATHLETIC SCHEDULE EXPERIENCE INCREMENT:** All supplemental contracts on the extra remuneration athletic schedule (Appendix C) shall be maintained at the present ratios to the base salary reflected by an increment of five percent (5%) each year of the negotiated salary base up to four (4) years experience.

11.023 **SPECIAL SUPPLEMENTAL SALARY CATEGORIES:** Home Instruction, Sign Language Instructor, and Ski-Hi Instructor shall be paid the following per hour rate:

Salary effective 7/1/2014 - \$20.00 per hour
Salary effective 7/1/2015 - \$22.50 per hour
Salary effective 7/1/2016 - \$25.00 per hour

Summer School Instructor(s) shall be paid the following rate per hour with a paid 30-minute planning time per every two (2) hours of Summer School instruction given:

Salary effective 7/1/2014 - \$20.00 per hour
Salary effective 7/1/2015 - \$22.50 per hour
Salary effective 7/1/2016 - \$25.00 per hour

11.03 **EXTENDED SERVICE:** The salary for extended service which includes, but is not limited to, vocational teachers, guidance counselors, librarians, and teachers in federal and state mandated programs shall be at the teacher's per diem rate for the following periods:

Guidance Coordinator	4 weeks
Guidance Counselors	2 weeks
Technology Facilitator	3 weeks
Athletic Director	3 weeks
High School Library/Media Specialist	5 days

Elementary Library/Media Specialist	5 days
Middle School Library/Media Specialist	5 days

11.04 **ADDITIONAL TRAINING:** Each teacher who has completed training which would qualify him/her for a higher salary bracket and who has filed an official transcript of such additional training with the Board Treasurer by October 31 will immediately be placed on the proper salary step and column. Each teacher who has completed training which would qualify him/her for a higher salary bracket and who has filed an official transcript of such additional training with the Board Treasurer by February 1 will be placed on the proper salary column and step effective with the first day of the second semester.

11.05 **EXTRA-DUTY ASSIGNMENTS FOR EXTRA-CURRICULAR EVENTS:** All extra-duty assignments for extra-curricular events will be filled by members of the Bargaining Unit on a voluntary basis. Compensation for each extra-duty assignment will be \$28.33 for a high school double header and varsity football and \$23.70 for other events.

11.06 **VOLUNTARY IN-SCHOOL SUBSTITUTION:** A teacher will only be used as a substitute during his/her planning period and only on a voluntary basis. When a teacher substitutes during his/her planning period, he/she shall be paid the hourly rate noted below or pro-rated portion thereof, in addition to the regular per diem rate.

Salary effective 7/1/2014 - \$20.00 per hour
Salary effective 7/1/2015 - \$22.50 per hour
Salary effective 7/1/2016 - \$25.00 per hour

11.07 **INVOLUNTARY IN-SCHOOL SUBSTITUTION (Grades 5-12):** When the administration requires a teacher to become responsible for another class in addition to his/her own class, that teacher will be compensated at a paid the hourly rate noted below or the pro-rated portion thereof, in addition to the regular per diem rate.

Salary effective 7/1/2014 - \$20.00 per hour
Salary effective 7/1/2015 - \$22.50 per hour
Salary effective 7/1/2016 - \$25.00 per hour

**11.071 INVOLUNTARY IN-SCHOOL SUBSTITUTION
(Grades K-4)**

Salary effective 7/1/2014 - \$20.00 per hour

Salary effective 7/1/2015 - \$22.50 per hour

Salary effective 7/1/2016 - \$25.00 per hour

A. When a substitute is not available to substitute for an absent regular education teacher and the class without a substitute is divided among the regular education teachers in that grade level for the instructional day:

1. The class may be split between two (2) regular education teachers at that grade level. Each teacher shall be compensated at the hourly rate noted above or pro-rated share therefore divided by two (2), in addition to the regular per diem rate. If a combined class then travels to art, music, or physical education, the special teacher shall be compensated half the hourly rate noted above, or pro-rated share thereof, in addition to the regular per diem rate.

2. When a class is split among three (3) regular education teachers at that grade level, each teacher shall be compensated at a daily rate of \$50.50, in addition to the regular per diem rate. If a combined class travels to art, music, or physical education, the special teacher shall be compensated \$7.20 per hour or pro-rated portion thereof, in addition to the regular per diem rate.

B. All calculations will be figured on a six (6)-hour day.

11.08 BUSINESS MILEAGE: Those teachers who are scheduled in more than one building daily, and those who regularly travel between buildings or sites related to their regular teaching duties, will be reimbursed an amount equal to the per mile allowance being utilized by the Internal Revenue Service.

The Board will modify up or down, in accordance with the allowance in effect by the IRS on January 1 of each contract year. Mileage reports must be completed by affected teachers on a regular (monthly) basis as required by the Board. Reimbursement will be on a semi-annual basis.

11.09 **PAYROLL PRACTICES**

- 11.091 **AUTHORIZED DEDUCTIONS:** The Board shall only provide a payroll deduction plan for the professional staff for all professional dues under the Unified Teaching Profession, annuities program, United Appeal contributions, political donations as specified under state statute, credit union deductions, hospitalization insurance, U.S. Savings Bonds, purchase of previous service credit for STRS and dues to professional organizations in the teacher's areas of assignment.
- 11.092 **CREDIT UNION DEDUCTIONS:** Credit Union deductions shall be sent to the Seven Seventeen Credit Union on the date of teacher payroll distribution. Bargaining Unit members may begin or change credit union payroll deductions at any time.
- 11.093 **SICK LEAVE INFORMATION:** All members of the Bargaining Unit shall receive notification of accumulated sick leave on each direct deposit notice.
- 11.094 **EXTRA-DUTY PAY DATES:** Payment for driver training, volunteer substitutes, extra-duty assignments, and home instruction will be on the last pay of each month.
- 11.095 **PAY DATES:** With the exception of Christmas vacation, during the school year when the pay date occurs during a vacation, members of the Bargaining Unit will be paid on the day before vacation begins. The Superintendent's Advisory Council will select the pay date for Christmas break. If the regular pay date falls in January, that Christmas pay date must remain in January.
- 11.096 **DIRECT DEPOSIT INFORMATION:** Direct deposit information will include an accumulated total of all

Federal income tax deductions, State tax deductions, city income tax deductions, and gross pay.

11.097 **SALARY INSTALLMENTS:** Members of the Bargaining Unit will receive their contract salary in twenty-six (26) installments payable on Thursday with the exceptions mentioned in Section 11.095 above.

11.098 **SUPPLEMENTAL PAY DATES:** Payment for supplemental contracts will be made on the last pay date for the month for those contracts that are completed by November, March or May. For those contracts that extend over the entire school year, payment will be made in three equal installments in November, March and May. A complete listing can be found in Appendices C and D.

11.099 **STRS TAX SHELTER:** The Board of Education will continue to tax shelter the STRS employees' portion paid to the State Teachers Retirement System for members of the Bargaining Unit.

11.0910 **DIRECT DEPOSIT:** Direct deposit will be required for all bargaining unit members. All bargaining unit members shall have their paycheck placed into direct deposit at a financial institution of their choosing. The deposit date for those on direct deposit will be the posting time of the bank on the date of payroll distribution. Direct deposit information will be available no later than 11:00 a.m. on Thursday. If the pay date is a holiday, the deposit date on direct deposit will be the posting time of the bank on the earliest day available before such holiday.

11.0911 **DOCKED PAY:** If an employee takes days without pay, the amount docked shall be distributed over the remaining pay dates for that school year.

11.0912 **ANNUITY PAYMENTS:** The Board will attempt to make annuity payments two (2) times per month.

11.10 FRINGE BENEFITS

11.101 **HOSPITALIZATION AND PRESCRIPTION DRUGS:** The Board will provide medical/hospitalization

insurance to bargaining unit members through the medical plan options provided by the Trumbull County Schools Employees Insurance Consortium (hereinafter "Consortium") in the following manner:

- A. Eligible bargaining unit members hired on or before July 1, 2008, wanting health insurance coverage including prescription drug coverage will choose from the PPO plans offered through the Consortium. Such bargaining unit members choosing PPO-1 or PPO-2 will contribute ten (10%) percent of the monthly premium costs by payroll deduction. Eligible bargaining unit members choosing PPO-3 may subsequently change to the PPO-1 or PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-1 or PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.
- B. Eligible bargaining unit members hired after July 1, 2008, desiring health insurance coverage including prescription drug coverage may choose either PPO-2 or PPO-3 offered through the Consortium. PPO-2 selection will require a 10% premium contribution to be made each month by payroll deduction. Eligible bargaining unit members choosing PPO-3 subsequently may change to the PPO-2 only during the annual open enrollment period or in response to a major change recognized by the insurer as a "catastrophic change" such as due to the death of a spouse, divorce, marriage, etc., and upon reverting to PPO-2, the employee shall pay ten (10%) percent of the monthly premium costs by payroll deduction.
- C. Included in the health insurance benefit set forth herein to eligible bargaining unit members is an Internal Revenue Service Section 125 Plan which will include an employee funded flexible spending account up to a maximum of \$2,500.00 annually. This FSA will allow eligible

bargaining unit members to use pre-tax dollars to pay non-reimbursed medical, dental and/or prescription drug bills as well as to pay child or elder dependant care expenses as allowed under Section 125 of the Internal Revenue Act of 1978. The Board shall pay all administrative costs of the Section 125 Plan. Election for this plan can be made only once per year.

- D. Eligible bargaining unit members selecting PPO-2 or PPO-3 will receive health reimbursement accounts with the Consortium for utilization in accord with IRS regulations. These health reimbursement accounts will be funded by the Board to the maximum permitted by the individual PPO plans of the Consortium.
- E. Prescription drug coverage is included with each of the PPO plans and may not be chosen separate from the PPO nor may the PPO coverage be chosen without the accompanying drug coverage specified by the PPO plan.
- F. Spousal coverage under any of the PPO alternatives will be provided only upon proof that the spouse does not have other insurance coverage available to him/her through the spouse's employer which cost the spouse less than \$100.00 per month for single coverage. If such coverage is available, the eligible bargaining unit member's spouse must enroll in at least single coverage from his/her employer for the bargaining unit employee to be eligible for family coverage from the Board. Falsification of spousal coverage information shall be grounds for discipline, including discharge.
- G. Eligible bargaining unit members who have a spouse who is also employed and eligible for coverage with this District or another Consortium member district shall either each obtain a single coverage policy from their respective employer or may select family coverage from the employer of the spouse with the earliest birth date in the year (i.e., the

birthday rule). Neither spouse is eligible to receive “opt-out” payments if both receive coverage through the Consortium.

- H. Eligible bargaining unit members who chose to forgo their right to coverage shall receive an “opt out” benefit in the amount of twelve (12%) percent of the annual premium costs of the most expensive PPO alternative for which they were eligible during the month of June of the school year of non-participation. Bargaining unit members who forego their right to coverage but are receiving health insurance coverage from the Trumbull County Schools Insurance Consortium as part of family coverage are not eligible for the “opt out”.
- I. An eligible bargaining unit member that has declined the available coverage under this contract who suffers a “catastrophic change” (e.g., divorce, birth of a child, etc.) shall thereafter have the right to select and receive coverage from among the PPO’s for which they are eligible under the previous provisions of this Section and in accord with the requirements of the insurer. Any “opt out” payments shall be reduced proportionately to the time that coverage is thereafter extended; and, if an overpayment has occurred, the bargaining unit member shall remit such overpayment to the Treasurer within thirty (30) days of extension of coverage to him/her.
- J. If the Consortium adopts health risk assessment programs as provided by and recommended by the insurance carrier, each bargaining unit member and their dependents must participate by completing questionnaires and/or participate in assessments. Although bargaining unit members would be encouraged, based upon their assessment/testing results to participate in health improvement programs and/or disease management programs as part of this health coverage package, they would not be required to do so.

- K. All employees will be required to provide (spouse and child) eligibility documentation as required by the Trumbull County Schools Insurance Consortium.

11.102 **LIFE INSURANCE:** The Board will pay the cost of a life insurance policy in the face amount of \$50,000 for each member of the Bargaining Unit. In addition, an employee may purchase additional life insurance in \$10,000.00 increments at his/her own expense upon approval of the carrier.

11.103 **DENTAL INSURANCE**

- A. The Board will provide a dental program for each member of the Bargaining Unit equal to that in effect on January 1, 1988, and will pay one hundred percent (100%) of the cost of the family plan and one hundred percent (100%) of the cost of the single plan.

Effective January 1, 1992, the Board shall provide the upgraded dental program coverage agreed to by the parties on September 3, 1991. The Board shall pay one hundred (100%) of the monthly premium costs for a single or family plan.

- B. This dental program will include one hundred percent (100%) payment on diagnostic and preventive expenses; eighty percent (80%) payment on restoration; and sixty percent (60%) on orthodontia.
- C. The maximum individual deductible per calendar year shall be: \$25.00; and the maximum family deductible per calendar year shall be: \$75.00.
- D. Calendar year maximum per person shall be \$3,000.00 and orthodontia lifetime maximum per person shall be \$1,250.00.

11.104 **VISION CARE**

- A. The Board will provide a vision care program for each member of the Bargaining Unit equal

to the one in effect June 1, 1981, and will pay one hundred percent (100%) of the cost of single or family coverage.

- B. The deductible amount shall remain at the level effective during the 1993-94 school year.

11.105 **INSURANCE INFORMATION:** Literature pertaining to all insurance coverage will be distributed in September of each year to each member of the Bargaining Unit.

11.106 **PERSONAL NOTIFICATION OF COVERAGE:** All members of the Bargaining Unit shall receive notification of the insurance coverage the Board is providing for them and/or their families with the first paycheck for each school year.

11.11 **SEVERANCE PAY:** The Board shall provide severance pay to all qualified employees who retire from service from the Champion Local School District.

11.111 Eligibility: To receive severance pay, an employee must:

- A. Have been employed for five (5) years by Champion Schools.
- B. Submit a letter of resignation to the Board of Education.
- C. Prove acceptance into the retirement system by notification from the retirement system of the employee's retirement.

11.112 Payment:

- A. Severance pay shall be granted at the final year per diem rate of said retiring individual up to twenty (20) per cent of unused accrued sick leave, not to exceed 325 days.
- B. Payment shall be made following the last pay of the current contract year, or within thirty (30) days thereafter.
- C. Severance pay shall be paid only once to those employees retiring from the Champion Local School District.
- D. The rate shall be exclusive of any supplemental contract compensation or overtime pay.

11.12 LIMITED SEVERANCE BONUS

11.120 **ELIGIBILITY CRITERIA:** Bargaining Unit members who meet all of the following criteria are eligible for a limited severance bonus:

1. At least five (5) years of service with the Champion Local School District;
2. Have thirty (30) years or more of service under STRS or have attained the age of 60; and
3. Elect, in writing, to retire from active service and then retire from active service in accordance with the following guidelines:
 - a. Eligible Bargaining Unit members who qualify to retire during a school year shall file a written letter of notification with the Superintendent between December 1 and March 1, and retire no earlier than the last day of school in that year and no later than June 30, in that year.

11.121 **AMOUNT OF LIMITED SEVERANCE BONUS:** The limited severance bonus payable to the eligible Bargaining Unit members will be \$1,500.00.

11.122 **IRREVOCABLE WRITTEN NOTICE:** The written notice of retirement submitted in accordance with this provision is irrevocable. Any person eligible who does not elect to retire as set forth above forfeits entitlement to any severance bonus during the term of this agreement.

11.123 **TIME OF PAYMENT:** Payment shall be made within thirty (30) calendar days after the last school day.

11.13 PROFESSIONAL DEVELOPMENT REIMBURSEMENT

11.131 **ELIGIBILITY:** A Bargaining Unit member who has taught in the Champion Local School District at least one year and returns to the district the following year is eligible for college tuition reimbursement. If a Bargaining Unit member resigns before September 1, he/she forfeits any reimbursement. A Bargaining

Unit member who enrolls in a course relating to his/her employment through an accredited college or university shall receive tuition reimbursement from the Board upon successful completion of the work. The employee must notify the Superintendent of the intended schoolwork. Approval of the course work must be obtained in advance. All qualifying hours taken after August 31, 2000, shall be included in this agreement. Successful completion of work shall be defined as a "B" or above or a "pass" in a pass/fail class. Only accredited professional development for licensure (renewal or upgrade), or leading to an advanced degree will be approved.

The reimbursement amount mentioned below shall be paid after presentation of: (1) a fee receipt; (2) evidence of obtaining a grade of "B" or better, or a "pass" in a pass/fail class; (3) the documents shall be provided to the Treasurer's office on or before September 15.

11.132 **PAYMENT:** The Board will pay up to \$150.00 per quarter hour, \$225.00 per semester hour, with a maximum of \$900.00 per employee and a maximum of \$17,500.00 per year for all staff. In the event that the number of teachers who have applied, and who have successfully completed their approved courses, and the amount of money due and owing exceeds the maximum of \$17,500.00 allocated for all staff per year, then the Treasurer shall compute an equitable distribution within the limits set forth in the first paragraph, after all teachers' hours from the prior twelve (12) months have been verified. Payment will be made per year on the second regular pay in October following the September 1 to August 31 eligibility year. No Bargaining Unit member shall be reimbursed more than the actual cost of the tuition paid. In no case will reimbursement exceed the amounts set forth above.

11.133 **NATIONAL BOARD CERTIFICATION:** Bargaining Unit members who are granted National Board Certification shall receive a one-time, lump sum payment of \$500.00 less usual and customary deductions when certified. The Board is required to pay only up to \$1,000.00 per year for Bargaining Unit

members who are granted National Board Certification. National Board Certified teachers shall provide a copy of their National Board scores and a copy of their National Board Certificate when available. In the event that more than two (2) teachers receive National Board Certification in a given year, the first two (2) teachers providing certification to the Board shall receive the payment.

- 11.14 **EMPLOYEE CHILDREN TUITION WAIVER:** Bargaining Unit members' children who reside outside of the Champion Local School District shall be permitted to attend the Champion Local Schools at the request of the Bargaining Unit member, free of any charge of tuition by the Champion Local Schools. Any student currently under suspension or expulsion or related disciplinary action could be excluded. Children must be enrolled in the Champion School District by October 1 or the state date required for ADM yearly count in order to attend Champion Schools.

ARTICLE XII RESIDENT EDUCATOR

- 12.01 The parties agree to utilize the Trumbull County Educational Service Center Resident Educator Program. Should this plan cease or change during the term of the contract, the parties agree to renegotiate this provision, and no Bargaining Unit member will be obligated to participate until a new provision is in place.
- 12.02 Consulting teachers shall not evaluate, supervise, reward or discipline any members of the Bargaining Unit including entry-year teachers or in any way provide evidence against such Bargaining Unit members or be compelled or required in any way to give evidence against any Bargaining Unit members or to supervise as that term is defined in 4114.04 (f) O.R.C.

ARTICLE XIII DISTRICT CONSOLIDATION, JURISDICTIONAL CHANGES, AND TERRITORIAL TRANSFERS PROVISION

- 13.01 The Board will not enter into any merger, consolidation, or assignment within any other school district which would result

in the suspension of any Bargaining Unit members currently employed by the Champion School District.

- 13.02 In case of mandated merger or consolidation, the provisions of this negotiated agreement shall apply for all certified/licensed employees who would be employed by the district.

ARTICLE XIV MISCELLANEOUS PROVISIONS

- 14.01 **PRINTING OF AGREEMENT:** Within thirty (30) days of contract acceptance the Board and the CEA will share equally the cost of printing the Master Agreement.
- 14.02 **SEVERABILITY:** If any provision of this contract or any application of the provisions of this contract is determined to be either inconsistent with legislation or contrary to law by the highest court of competent jurisdiction to which an appeal has been made, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If the Ohio General Assembly, the U.S. Congress, the Ohio Department of Education, or the Ohio or U.S. Supreme Court take action requiring the Board to make changes in programs or policy that effect the wages, hours, terms and/or conditions of employment of members of the Bargaining Unit, the Board and CEA agree to utilize the procedures identified in the negotiations procedure.
- 14.03 **ECONOMIC RESOURCE CONSIDERATION:** It is contemplated that money items in this Agreement have anticipated Federal or State money for the term of this contract.
- 14.04 **NO SUBCONTRACTING:** No work previously performed by laid off employees and/or work performed by current employees shall be subcontracted. No current non-Bargaining Unit member shall be assigned to fill a Bargaining Unit position or perform Bargaining Unit work while an eligible employee remains on layoff status.
- 14.05 **NO REPRISALS:** There shall be no reprisals by the Board, their officers or agents against the CEA, its officers, members and agents or against any employees, students, parents or

other Board personnel for their part in or support of any previous job actions by the CEA.

There shall be no reprisals by the CEA, their officers, agents or members, against the Board, Board members, the Superintendent, administrators or other employees of the Board, parents and/or students for their part, if any, in any previous job actions by the Champion Education Association.

14.06 MANAGEMENT RIGHTS: The Champion Education Association recognizes the right of the Champion Board of Education, except as modified by the provisions of this contract, to control, supervise, direct and manage the Champion Local School District. It is expressly understood that all rights, including those outlined in Ohio Revised Code Section 4117.08 which are vested in the Champion Board of Education except those which are clearly and expressly relinquished herein by the Champion Board of Education, continue to be vested exclusively with the Board of Education.

14.07 INCONSISTENCIES: This contract shall supersede any rules, regulations, or practices of the Board or previous contracts which may be contrary to or inconsistent with the terms of this contract.

14.08 DURATION: This Master Contract will continue in full force and effect from July 1, 2014, through June 30, 2017, or until such time thereafter as it is modified by the agreement of the parties.

FOR THE ASSOCIATION

Barbara Martini
Champion Education Association President

Dave Manduca
Negotiating Team Member

David Pott
Negotiating Team Member

[Signature]
Negotiating Team Member

Jennifer L. Solomon
Negotiating Team Member

Heather Pyle
Labor Relations Consultant

BOARD OF EDUCATION

Roger Samuelson
Board of Education Representative

[Signature]
Superintendent

Brian [Signature]
Treasurer

APPENDIX A-1
GRIEVANCE PROCEDURE FORM
CHAMPION LOCAL SCHOOLS

Aggrieved Person, Persons, and/or CEA _____

Address _____ Phone _____

School _____ Principal _____

Years in School System _____ Subject or Grade Taught _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to whom Grievance is Directed _____

_____ Initiated on Level _____

STATEMENT OF GRIEVANCE

What section(s) of the Master Contract has/have been violated? Set forth the Specific language and source of alleged violation.

ACTION REQUESTED:

Have you discussed this matter with your immediate supervisor?

_____ Yes _____ No

If yes, what action has been taken so far?

Grievant

APPENDIX A-2
GRIEVANCE DECISIONS
CHAMPION LOCAL SCHOOLS

Level II (formal) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Assn.
Representative

Level III (formal) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Assn. Representative

Level IV (formal) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Assn. Representative

Level V (formal) DECISION _____

DATE _____ SIGNATURE _____
Administrative Representative

SIGNATURE _____
Grievant and/or Assn. Representative

Where decision requires additional space, attach pages as necessary.

APPENDIX B
SUPPLEMENTAL SALARY SCHEDULE
September 1, 2014 - August 31, 2017

BASE: \$ 31,491 2014-2015
 BASE: \$ 32,347 2015-2016
 BASE: \$ 33,218 2016-2017

<u>%</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>CATEGORY AND PAY*</u>				
0.02	2014-15	\$630	Football announcer (N)				
	2015-16	\$647	F.T.A. (3)				
	2016-17	\$664	Freshman Class Advisor (3)				
			Sophomore Class Advisor (3)				
			Power of the Pen (3)				
			Ind. Arts Club (3)				
			Junior NAD Advisor (3)				
			MS Ski Club (M)				
			Pep Club (3)				
			DECA Club (3)				
			ES Music Production (MY)				
			English Festival Coord./Judge Grades 5-9 (MY)				
			English Festival Coord./Judge Grades 10-12 (MY)				
			Destination Imagination Coord./Judge Grades 5-8 (MY)				
			Boys Basketball Announcer (M)				
			Girls Basketball Announcer (M)				
			Football Statistician Varsity (N)				
			Track Statistician Varsity (MY)				
			MS Science Fair/Club (3)				
			MS Daily Video Production (3)				
MS Channel 2 (3)							
MS Football Timer							
MS Stomp Advisor (MY)							
0.025	2014-15	\$787	MS Audio Visual (3)				
			2015-16	\$809	MS Girls Intramurals (M)		
					2016-17	\$830	Stage Director (3)
							Football Photographer (N)
							Girls Basketball Photographer (M)
2016-17	\$830	Boys Basketball Photographer (M)					
		Football Athletic Trainer (N)					
			Video Production (3)				

<u>%</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>CATEGORY AND PAY*</u>
0.03	2014-15	\$945	HS Newspaper (3)
	2015-16	\$970	HS Ski Club (M)
	2016-17	\$997	Football Physical Fit. Asst. (MY) MS Newspaper (3) Boys Basketball Timer (M) Girls Basketball Timer (M) MS Basketball Timer (M & MY) Football Timer (N) Elementary Student Council (3)
0.035	2014-15	\$1,102	Intramural Athletics (M)
	2015-16	\$1,132	Lego Advisor (3)
	2016-17	\$1,163	
0.04	2014-15	\$1,260	Boys Basketball Scorekeeper (M)
	2015-16	\$1,294	Girls Basketball Scorekeeper (M)
	2016-17	\$1,329	Junior Class Advisor (3) MS Student Council (3) Vocal Music Director (3) MS Yearbook (3) Department Heads: (3) English, Math, Science, HPE Business, Art, Vocational, SE Social Studies, Foreign Language Ind. Arts, Music, Guidance Teen Care Coordinator (3) CEC Club Coordinator (MY) Interact Club (3) HOPE Coordinator (MY) HS Prep Bowl Coordinator (M) Academic Challenge Coordinator (M) MS Prep Bowl Coordinator (M) Jazz Band (MY) Show Choir (MY) Senior Class Advisor (3) National Honor Society (3)
0.05	2014-15	\$1,575	Drama Club (MY)
	2015-16	\$1,617	Physical Fitness Directors (3)
	2016-17	\$1,661	Football, Boys & Girls Basketball Robotics Assistant (3) Auditorium Manager (MY)

<u>%</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>CATEGORY AND PAY*</u>
0.06	2014-15	\$1,889	Workbook Control (MY)
	2015-16	\$1,941	HS Student Council (3)
	2016-17	\$1,993	Musical Director (MY)
			Junior Class Play (MY)
			Senior Class Play (N)
			Debate Club (3)
0.07	2014-15	\$2,204	Marching Band Asst. Dir. (N)
	2015-16	\$2,264	
	2016-17	\$2,325	
0.08	2014-15	\$2,519	HS Yearbook (3)
	2015-16	\$2,588	Marching Band (N)
	2016-17	\$2,657	Pep, Musical, Stage & Concert Band (MY)
			Robotics Advisor (3)
0.11	2014-15	\$3,464	Summer Band Assist. Dir. (N)
	2015-16	\$3,558	
	2016-17	\$3,654	
0.16	2014-15	\$5,039	Summer Band Dir. (N)
	2015-16	\$5,176	
	2016-17	\$5,315	

*(N) - November, (M) - March, (MY) - May
(3) - 1/3 Nov., 1/3 March, 1/3 May

Technology Facilitator (N/M/MY)						
		1	2	3	4	5
0.19	2014-15	\$5,983	\$6,282	\$6,597	\$6,926	\$7,273
	2015-16	\$6,146	\$6,453	\$6,776	\$7,115	\$7,470
	2016-17	\$6,311	\$6,627	\$6,958	\$7,306	\$7,672

*(N) - November (M) - March (MY) - May
(3) - 1/3 Nov.; 1/3 March; 1/3 May

APPENDIX C
ATHLETIC SALARY SCHEDULE
September 1, 2014 - August 31, 2015
 \$31,491 BASE

<u>%</u>	<u>Category</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Pay</u>
0.18	Head Varsity Football	\$5,668	\$5,952	\$6,249	\$6,562	\$6,890	Nov.
0.115	Asst. Varsity Football	3,621	3,803	3,993	4,192	4,402	Nov.
0.095	Freshman Football	2,992	3,141	3,298	3,463	3,636	Nov.
0.095	MS Football Coordinator	2,992	3,141	3,298	3,463	3,636	Nov.
0.085	8th Grade Football	2,677	2,811	2,951	3,099	3,254	Nov.
0.085	7th Grade Football	2,677	2,811	2,951	3,099	3,254	Nov.
0.18	Head Varsity Basketball	5,668	5,952	6,249	6,562	6,890	Mar.
0.115	JV/Asst. Varsity Basketball	3,621	3,803	3,993	4,192	4,402	Mar.
0.095	Freshman Basketball	2,992	3,141	3,298	3,463	3,636	Mar.
0.085	8th Grade Basketball	2,677	2,811	2,951	3,099	3,254	Mar.
0.085	7th Grade Basketball	2,677	2,811	2,951	3,099	3,254	Mar.
0.125	Head Varsity Base/Softball	3,936	4,133	4,340	4,557	4,785	May
0.095	Asst. Varsity Base/Softball	2,992	3,141	3,298	3,463	3,636	May
0.125	Head Varsity Track	3,936	4,133	4,340	4,557	4,785	May
0.095	Asst. Varsity Track	2,992	3,141	3,298	3,463	3,636	May
0.055	MS Track	1,732	1,819	1,910	2,005	2,105	May
0.19	Athletic Director	5,983	6,282	6,597	6,926	7,273	N-M-MY
0.095	Asst. Athletic Director	2,992	3,141	3,298	3,463	3,636	N-M-MY
0.065	HS Cross Country	2,047	2,149	2,257	2,370	2,488	Nov.
0.04	MS Cross Country	1,260	1,323	1,389	1,458	1,531	Nov.
0.065	Head Varsity Golf	2,047	2,149	2,257	2,370	2,488	Nov.
0.065	Head Varsity Tennis	2,047	2,149	2,257	2,370	2,488	May
0.125	Head Varsity Volleyball	3,936	4,133	4,340	4,557	4,785	Nov.
0.095	Asst. Varsity Volleyball	2,992	3,141	3,298	3,463	3,636	Nov.
0.04	7th Grade Volleyball	1,260	1,323	1,389	1,458	1,531	Nov.
0.04	8th Grade Volleyball	1,260	1,323	1,389	1,458	1,531	Nov.
0.125	HS Cheerleader	3,936	4,133	4,340	4,557	4,785	N-M
0.07	MS Cheerleader	2,204	2,315	2,430	2,552	2,679	Mar.
0.07	Freshman Cheerleader	2,204	2,315	2,430	2,552	2,679	Mar.
0.125	Head Varsity Soccer	3,936	4,133	4,340	4,557	4,785	Nov.
0.095	JV Soccer	2,992	3,141	3,298	3,463	3,636	Nov.
0.065	Bowling	2,047	2,149	2,257	2,370	2,488	Mar.

APPENDIX C
ATHLETIC SALARY SCHEDULE
September 1, 2015 - August 31, 2016
 \$32,347 BASE

<u>%</u>	<u>Category</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Pay</u>
0.18	Head Varsity Football	\$5,822	\$6,114	\$6,419	\$6,740	\$7,077	Nov.
0.115	Asst. Varsity Football	3,720	3,906	4,101	4,306	4,522	Nov.
0.095	Freshman Football	3,073	3,227	3,388	3,557	3,735	Nov.
0.095	MS Football Coordinator	3,073	3,227	3,388	3,557	3,735	Nov.
0.085	8th Grade Football	2,749	2,887	3,031	3,183	3,342	Nov.
0.085	7th Grade Football	2,749	2,887	3,031	3,183	3,342	Nov.
0.18	Head Varsity Basketball	5,822	6,114	6,419	6,740	7,077	Mar.
0.115	JV/Asst. Varsity Basketball	3,720	3,906	4,101	4,306	4,522	Mar.
0.095	Freshman Basketball	3,073	3,227	3,388	3,557	3,735	Mar.
0.085	8th Grade Basketball	2,749	2,887	3,031	3,183	3,342	Mar.
0.085	7th Grade Basketball	2,749	2,887	3,031	3,183	3,342	Mar.
0.125	Head Varsity Base/Softball	4,043	4,246	4,458	4,681	4,915	May
0.095	Asst. Varsity Base/Softball	3,073	3,227	3,388	3,557	3,735	May
0.125	Head Varsity Track	4,043	4,246	4,458	4,681	4,915	May
0.095	Asst. Varsity Track	3,073	3,227	3,388	3,557	3,735	May
0.055	MS Track	1,779	1,868	1,961	2,060	2,162	May
0.19	Athletic Director	6,146	6,453	6,776	7,115	7,470	N-M-MY
0.095	Asst. Athletic Director	3,073	3,227	3,388	3,557	3,735	N-M-MY
0.065	HS Cross Country	2,103	2,208	2,318	2,434	2,556	Nov.
0.04	MS Cross Country	1,294	1,359	1,427	1,498	1,573	Nov.
0.065	Head Varsity Golf	2,103	2,208	2,318	2,434	2,556	Nov.
0.065	Head Varsity Tennis	2,103	2,208	2,318	2,434	2,556	May
0.125	Head Varsity Volleyball	4,043	4,246	4,458	4,681	4,915	Nov.
0.095	Asst. Varsity Volleyball	3,073	3,227	3,388	3,557	3,735	Nov.
0.04	7th Grade Volleyball	1,294	1,359	1,427	1,498	1,573	Nov.
0.04	8th Grade Volleyball	1,294	1,359	1,427	1,498	1,573	Nov.
0.125	HS Cheerleader	4,043	4,246	4,458	4,681	4,915	N-M
0.07	MS Cheerleader	2,264	2,378	2,496	2,621	2,752	Mar.
0.07	Freshman Cheerleader	2,264	2,378	2,496	2,621	2,752	Mar.
0.125	Head Varsity Soccer	4,043	4,246	4,458	4,681	4,915	Nov.
0.095	JV Soccer	3,073	3,227	3,388	3,557	3,735	Nov.
0.065	Bowling	2,103	2,208	2,318	2,434	2,556	Nov.

APPENDIX C
ATHLETIC SALARY SCHEDULE
September 1, 2016 - August 31, 2017
 \$33,218 BASE

<u>%</u>	<u>Category</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>Pay</u>
0.18	Head Varsity Football	\$5,979	\$6,278	\$6,592	\$6,922	\$7,268	Nov.
0.115	Asst. Varsity Football	3,820	4,011	4,212	4,422	4,643	Nov.
0.095	Freshman Football	3,156	3,313	3,479	3,653	3,836	Nov.
0.095	MS Football Coordinator	3,156	3,313	3,479	3,653	3,836	Nov.
0.085	8th Grade Football	2,824	2,965	3,113	3,269	3,432	Nov.
0.085	7th Grade Football	2,824	2,965	3,113	3,269	3,432	Nov.
0.18	Head Varsity Basketball	5,979	6,278	6,592	6,922	7,268	Mar.
0.115	JV/Asst. Varsity Basketball	3,820	4,011	4,212	4,422	4,643	Mar.
0.095	Freshman Basketball	3,156	3,313	3,479	3,653	3,836	Mar.
0.085	8th Grade Basketball	2,824	2,965	3,113	3,269	3,432	Mar.
0.085	7th Grade Basketball	2,824	2,965	3,113	3,269	3,432	Mar.
0.125	Head Varsity Base/Softball	4,152	4,360	4,578	4,807	5,047	May
0.095	Asst. Varsity Base/Softball	3,156	3,313	3,479	3,653	3,836	May
0.125	Head Varsity Track	4,152	4,360	4,578	4,807	5,047	May
0.095	Asst. Varsity Track	3,156	3,313	3,479	3,653	3,836	May
0.055	MS Track	1,827	1,918	2,014	2,115	2,221	May
0.19	Athletic Director	6,311	6,627	6,958	7,306	7,672	N-M-MY
0.095	Asst. Athletic Director	3,156	3,313	3,479	3,653	3,836	N-M-MY
0.065	HS Cross Country	2,159	2,267	2,380	2,500	2,624	Nov.
0.04	MS Cross Country	1,329	1,395	1,465	1,538	1,615	Nov.
0.065	Head Varsity Golf	2,159	2,267	2,380	2,500	2,624	Nov.
0.065	Head Varsity Tennis	2,159	2,267	2,380	2,500	2,624	May
0.125	Head Varsity Volleyball	4,152	4,360	4,578	4,807	5,047	Nov.
0.095	Asst. Varsity Volleyball	3,156	3,313	3,479	3,653	3,836	Nov.
0.04	7th Grade Volleyball	1,329	1,395	1,465	1,538	1,615	Nov.
0.04	8th Grade Volleyball	1,329	1,395	1,465	1,538	1,615	Nov.
0.125	HS Cheerleader	4,152	4,360	4,578	4,807	5,047	N-M
0.07	MS Cheerleader	2,325	2,442	2,564	2,692	2,826	Mar.
0.07	Freshman Cheerleader	2,325	2,442	2,564	2,692	2,826	Mar.
0.125	Head Varsity Soccer	4,152	4,360	4,578	4,807	5,047	Nov.
0.095	JV Soccer	3,156	3,313	3,479	3,653	3,836	Nov.
0.065	Bowling	2,159	2,267	2,380	2,500	2,624	Nov.

**APPENDIX D
BASE SALARY SCHEDULE
SEPTEMBER 1, 2014 TO AUGUST 31, 2015**

Years Exp.	B.A. 1.00-.051	B.A. @ 150 Hrs 1.03-.051	B.A. + 18 1.05-.051	M.A. 1.08-.062	M.A. + 10* 1.10-.064	M.A. + 20*
0	\$31,491	\$32,436	\$33,066	\$34,010	\$34,640	
1	33,097	34,042	34,672	35,963	36,656	
2	34,703	35,648	36,278	37,915	38,671	
3	36,309	37,254	37,884	39,868	40,686	
4	37,915	38,860	39,490	41,820	42,702	
5	39,521	40,466	41,096	43,772	44,717	
6	41,127	42,072	42,702	45,725	46,733	
7	42,733	43,678	44,308	47,677	48,748	
8	44,339	45,284	45,914	49,630	50,763	
9	45,945	46,890	47,520	51,582	52,779	
10	47,551	48,496	49,126	53,535	54,794	
11	49,157	50,102	50,732	55,487	56,810	
12	50,763	51,708	52,338	57,440	58,825	
13	52,370	53,314	53,944	59,392	60,841	
14				61,344	62,856	
15					64,871	66,371
19					65,186	66,686
23	53,377	54,259	54,574	61,974	65,501	67,001
27	55,204	56,211	56,463	63,864	67,391	68,891
29					68,021	69,521

All hours on the above schedule are computed on a semester basis.

*10 Semester Hours after receipt of Master's Degree.

**APPENDIX D
BASE SALARY SCHEDULE
SEPTEMBER 1, 2015 TO AUGUST 31, 2016**

Years Exp.	B.A. 1.00-.051	B.A. @ 150 Hrs 1.03-.051	B.A. + 18 1.05-.051	M.A. 1.08-.062	M.A. + 10* 1.10-.064	M.A. + 20*
0	\$32,347	\$33,317	\$33,964	\$34,935	\$35,582	
1	33,997	34,967	35,614	36,940	37,652	
2	35,646	36,617	37,264	38,946	39,722	
3	37,296	38,267	38,913	40,951	41,792	
4	38,946	39,916	40,563	42,957	43,863	
5	40,595	41,566	42,213	44,962	45,933	
6	42,245	43,216	43,863	46,968	48,003	
7	43,895	44,865	45,512	48,973	50,073	
8	45,545	46,515	47,162	50,979	52,143	
9	47,194	48,165	48,812	52,984	54,214	
10	48,844	49,814	50,461	54,990	56,284	
11	50,494	51,464	52,111	56,995	58,354	
12	52,143	53,114	53,761	59,001	60,424	
13	53,793	54,763	55,410	61,006	62,494	
14				63,012	64,565	
15					66,635	68,135
19					66,958	68,458
23	54,828	55,734	56,057	63,659	67,282	68,782
27	56,704	57,739	57,998	65,600	69,223	70,723
29					69,870	71,370

All hours on the above schedule are computed on a semester basis.

*10 Semester Hours after receipt of Master's Degree.

APPENDIX D
BASE SALARY SCHEDULE
SEPTEMBER 1, 2016 TO AUGUST 31, 2017

Years Exp.	B.A. 1.00-.051	B.A. @ 150 Hrs 1.03-.051	B.A. + 18 1.05-.051	M.A. 1.08-.062	M.A. + 10* 1.10-.064	M.A. + 20*
0	\$33,218	\$34,215	\$34,879	\$35,875	\$36,540	
1	34,912	35,909	36,573	37,935	38,666	
2	36,606	37,603	38,267	39,994	40,792	
3	38,300	39,297	39,961	42,054	42,918	
4	39,994	40,991	41,655	44,114	45,044	
5	41,689	42,685	43,349	46,173	47,170	
6	43,383	44,379	45,044	48,233	49,296	
7	45,077	46,073	46,738	50,292	51,421	
8	46,771	47,767	48,432	52,352	53,547	
9	48,465	49,462	50,126	54,411	55,673	
10	50,159	51,156	51,820	56,471	57,799	
11	51,853	52,850	53,514	58,530	59,925	
12	53,547	54,544	55,208	60,590	62,051	
13	55,242	56,238	56,902	62,649	64,177	
14				64,709	66,303	
15					68,429	69,929
19					68,761	70,261
23	56,305	57,235	57,567	65,373	69,093	70,593
27	58,231	59,294	59,560	67,366	71,087	72,587
29					71,751	73,251

All hours on the above schedule are computed on a semester basis.
*10 Semester Hours after receipt of Master's Degree.