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AGREEMENT

BETWEEN THE

C-TEC

TEACHERS' EDUCATION ASSOCIATION

AND THE

C-TEC

BOARD OF EDUCATION

JULY 1, 2016 THROUGH JUNE 30, 2019

**TABLE OF  
CONTENTS**

PREAMBLE .....	1
RECOGNITION .....	2
ARTICLE 1. NEGOTIATIONS PROCEDURES .....	2
Section I- Request For Meeting .....	2
Section II- Negotiating Meetings .....	3
ARTICLE 2. GRIEVANCE PROCEDURE .....	4
GRIEVANCE POLICY .....	4
PURPOSE AND OBJECTIVES .....	5
GRIEVANCE DEFINED .....	5
GENERAL PROVISIONS .....	5
PROCEDURE .....	6
Level I - Immediate Administrator .....	6
Level II - Director .....	7
Level III - Superintendent .....	7
Level IV - Arbitration .....	7
ARTICLE 3. TERMINATION AND NON-RENEWAL OF CONTRACT .....	8
ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES .....	9
ARTICLE 5. INDIVIDUAL RIGHTS .....	9
ARTICLE 6. EVALUATION .....	10
ARTICLE 7. ACADEMIC FREEDOM .....	10
ARTICLE 8. COMPLAINTS AGAINST PERSONNEL .....	11
ARTICLE 9. REPRIMAND PROCEDURE .....	12
ARTICLE 10. TEACHING CONDITIONS .....	13
ARTICLE 11. JOB DESCRIPTION .....	15
CLASSROOM .....	16
Responsibility .....	16
General Duties .....	17
Instruction .....	17
Students .....	17
Administrative .....	18
ARTICLE 12. PERSONNEL FILES .....	19
ARTICLE 13. PROFESSIONAL DEVELOPMENT AND MEETINGS .....	20
ARTICLE 14. PAYROLL DEDUCTION .....	21
ARTICLE 15. SEQUENCE OF CONTRACT ISSUANCE .....	21
ARTICLE 16. INDIVIDUAL CONTRACTS .....	22
ARTICLE 17. SUPPLEMENTAL CONTRACTS .....	22
ARTICLE 18. SICK LEAVE .....	24
ARTICLE 19. LEAVE OF ABSENCE .....	25
ARTICLE 20. PERSONAL LEAVE .....	25
ARTICLE 21. PROFESSIONAL LEAVE .....	27

ARTICLE 22. ASSAULT LEAVE.....	28
ARTICLE 23. REDUCTION IN FORCE.....	28
NOTIFICATION OF ANTICIPATED RIF.....	28
SENIORITY .....	29
REDUCTION IN FORCE IMPLEMENTATION.....	29
RE-EMPLOYMENT FROM THE RECALL LIST .....	30
ARTICLE 24. SALARY AND DETERMINATION OF PLACEMENT ON THE	
SALARY SCHEDULE.....	33
UPON INITIAL EMPLOYMENT .....	34
LONGEVITY .....	34
SALARY SCHEDULES .....	35
ARTICLE 25. HEALTH INSURANCE AND DENTAL INSURANCE.....	37
DENTAL .....	37
HEALTH CARE PREMIUM .....	39
ANNUAL OPT OUT.....	39
FLEXIBLE SPENDING ACCOUNTS .....	39
GENERAL.....	39
ARTICLE 26. VISION INSURANCE .....	40
ARTICLE 27. RETIREMENT CONTRIBUTION .....	40
ARTICLE 28. GROUP LIFE INSURANCE.....	40
ARTICLE 29. TUITION REIMBURSEMENT .....	40
ARTICLE 30. COMMITTEES.....	42
ARTICLE 31. TRAVEL ALLOWANCE.....	43
ARTICLE 32. SEVERANCE PAY .....	43
ARTICLE 33. PROVISIONS FORBIDDEN BY LAW.....	44
ARTICLE 34. CONTINUOUS PERFORMANCE PROVISION .....	44
ARTICLE 35. VACANCIES AND TRANSFERS.....	44
ARTICLE 36. LABOR MANAGEMENT COMMITTEE.....	45
PURPOSE.....	45
MEETINGS .....	45
AGENDA AND RESPONSE TO AGENDA ITEMS.....	45
COMMITTEE.....	46
ARTICLE 37. COMPUTER USAGE AGREEMENT .....	46
ARTICLE 38. SICK LEAVE BANK .....	46
ARTICLE 39. RESIDENT EDUCATOR PROGRAM.....	47
ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	49
ARTICLE 41. FAIR SHARE FEE .....	50
ARTICLE 42. SATELLITE PROGRAMS.....	52
ARTICLE 43. INCLUSION .....	53
ARTICLE 44. ACADEMIC DISTRESS COMMISSION.....	54
ARTICLE 45. DURATION OF AGREEMENT .....	54
APPENDICES .....	55

## **PREAMBLE**

It is recognized by the Association and the Board that the sole purpose of C-TEC is to provide the best possible education to the students enrolled.

It is agreed that the intent is to negotiate no policy that will abridge the educational or constitutional rights of the students of the district.

## **RECOGNITION**

The C-TEC Board of Education, hereinafter referred to as the Board, recognizes C-TEC Teachers' Education Association, hereinafter referred to as the Association, as the exclusive bargaining representative of the secondary school teaching personnel employed by the Board. Satellite teachers shall have all of the obligations, rights and benefits of any regular bargaining unit member. Membership statistics should be provided to the Superintendent and Treasurer no later than December 1 of each school year.

It is recognized that teachers have the right to join or refrain from joining any association or organization for their professional or economic improvement and for the advancement of public education.

### **ARTICLE 1. NEGOTIATIONS PROCEDURES**

#### **A. "GOOD FAITH" NEGOTIATIONS**

"Good Faith" requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to respond with a counter proposal or to give reason as to why the proposal is not acceptable. "Good Faith" requires both parties to recognize negotiations as a shared process and for the purpose of attaining mutual understanding.

#### **B. AREAS FOR DISCUSSION AND AGREEMENT**

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understanding regarding all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of this Agreement. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of C-TEC. The Board recognizes that it must operate in accordance with all statutory provisions of the state, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot reduce, negotiate, or delegate its legal responsibilities.

#### **C. PROCEDURES FOR CONDUCTING NEGOTIATIONS**

##### **Section I - Request For Meeting**

1. Request to initiate negotiations shall be submitted in writing by the Association to the Board through the Superintendent.
2. Request from the Board will be submitted in writing by the Superintendent to the President of the Association.
3. Such requests are to be made between sixty (60) and ninety (90) days prior to

the expiration of the current contract.

4. A mutually-convenient initial meeting date shall be set no later than fifteen (15) working days after the date of the request unless both parties agree to a later date. At this meeting, the negotiation teams shall exchange their detailed written proposals. Each team shall strive to limit the number of proposals to a maximum of ten (10) proposals. No new items shall be submitted thereafter except by mutual agreement.
5. At the next meeting to be held no later than five (5) working days after the exchange of lists or at a mutually-agreed later time, the negotiating teams shall adopt an agenda containing all items to be negotiated and set dates and procedures for the ensuing meetings. However, once the agenda items have been mutually agreed upon, no additional items will be added unless by mutual consent.

## **Section II- Negotiating Meetings**

1. Until all items on the agenda have been negotiated to the satisfaction of both parties, each meeting shall include a decision on an agreed time and place for the next subsequent meeting.
2. When the Board and Association Representatives have reached agreement on a proposal, it shall be reduced to writing and initialed by the chairman of each group before the close of the session.
3. The chairman of either group may caucus his group for independent discussion at any time. Caucuses will be no longer than thirty (30) minutes except by mutual agreement by both parties.
4. The chairman of either group may call a recess when it appears no more meaningful discussion can be accomplished. Such recesses should be of reasonable length but should not exceed three (3) working days unless by mutual agreement.
5. Either team may call upon the use of lay or professional consultants, to assist in negotiations. Any expenses incurred through the use of consultants shall be borne by the requesting party.

The Board and the Association shall be represented at all negotiation meetings by a team of negotiators not to exceed three (3) members each.

In the initial negotiations meeting, the names of members to negotiate from both sides will be identified. It is recommended that negotiations will not be conducted unless at least two (2) members of each negotiation team are present at each negotiations session unless otherwise agreed to prior to the

session.

**D. REACHING AGREEMENT**

As agreement is reached between the teams on each issue, it shall be reduced to writing and initialed by representatives of both teams indicating tentative agreement.

When all items under consideration have been resolved, the total document of issues shall be submitted to the Association to ratify and then submitted to the Board for approval at its next regular or special meeting. Upon affirmative action by the Board, the terms of the agreement shall become Board Policy and both parties agree to abide by the terms and conditions so stated. The Board shall provide copies of the agreement to all teachers within thirty (30) school days of its action. The Association will be responsible to advise its members of the terms and conditions of the issues agreed to set forth in the agreement.

**E. RESOLVING DIFFERENCES**

In the event that items remain unresolved at the end of the negotiation period, either party may request the use of a mediator.

The mediator shall be obtained through the Federal Mediation and Conciliation Service as first preference, or the American Arbitration Association if the Federal Mediation and Conciliation Service is not available.

In the event agreement is not reached through mediation within twenty-one (21) calendar days after the first meeting with the mediator and the parties do not mutually agree to an extension of the twenty-one (21) day period, the Association may initiate the provisions of Section 4117.14 (D-2) of the Ohio Revised Code.

Any cost involved in use of the mediator shall be shared equally by the Board and the Association.

Agreement reached through use of this provision shall be subject to provisions of section D of this Article.

**ARTICLE 2. GRIEVANCE PROCEDURE**

**GRIEVANCE POLICY**

The Board of Education recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure.

## **PURPOSE AND OBJECTIVES**

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the C-TEC TEA agree that grievance proceedings shall be handled in a confidential manner.

## **GRIEVANCE DEFINED**

A grievance is an alleged violation, misinterpretation, or misapplication of the negotiated contract.

## **GENERAL PROVISIONS**

1. An individual grievance shall be initiated by the person so aggrieved.
2. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers.
3. An alleged violation should be first discussed informally with the appropriate administrator prior to initiation of the grievance procedure. When the grievant intends the discussion to be the first step of the grievance procedure, as part of the informal discussion the grievant shall inform the administrator that the matter may result in a grievance.
4. A grievance shall be reduced to writing and include: (a) the alleged violation and full disclosure of the evidence; (b) relief sought; and (c) date of initiating procedure. All grievances shall be filed on the grievance form contained in Appendix A of this Agreement.
5. The Association shall be available to assist any teacher in preparing the proper and complete, information necessary to expedite the procedure.
6. The employee has the right to be represented with an association representative or counsel of his/her choice.
7. Time limits given shall be considered as maximum, unless otherwise extended by mutual written agreement by the parties involved.
8. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
9. Failure of the administration to respond in the time limit stated shall mean the relief sought as stated in previous level of the proceedings shall be implemented.



10. A grievance may be initiated at the next level when it has been determined by the affected administrator that the subject is not within his/her realm of responsibility or control.
11. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
12. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.
13. A day referred to in this agreement shall be determined to be a scheduled school day; however, if the grievance is initiated within five (5) school days of Christmas Break, Spring Break, or Summer Break, all five (5) day time periods contained in the grievance procedure shall be expanded to ten (10) calendar days, not including Holidays and weekends. It is recognized that all grievances should be acted upon promptly to assure proper accord.
14. A grievance may be withdrawn at any level without prejudice or record.
15. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
16. All grievances shall begin at the immediate administrator's level (Level I) with full disclosure of the evidence.

## **PROCEDURE**

### **Level I- Immediate Administrator**

A copy of the written grievance shall be submitted to the aggrieved's immediate administrator as soon as possible or not later than thirty (30) days of his/her becoming aware of the alleged violation.

A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) school days or as covered in paragraph 13 of this Article of the filing of the grievance. Either the aggrieved or the administrator may present such people who may provide information related to the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the meeting (or as per paragraph 13), the administrator shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

## **Level II- Director**

If the aggrieved is not satisfied with the suggestion for resolution received in Level I after full disclosure of the evidence has been made, he/she may within five (5) days (or as per paragraph 13 of this Article) of receipt of such written response, submit his/her written grievance to the Director and request a meeting to discuss the grievance.

The meeting shall be within five (5) days (or as per paragraph 13 of this Article) of the request. The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days (or as per paragraph 13) of the meeting, the Director shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

## **Level III- Superintendent**

If the aggrieved is not satisfied with the suggestion for resolution received in Level II after full disclosure of the evidence has been made, he/she may within five (5) days (or as per paragraph 13 of this Article) of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

The meeting shall be within five (5) days (or as per paragraph 13 of this Article) of the request. The meeting shall be conducted in a manner as stated in Level I.

Within five (5) days (or as per paragraph 13 of this Article) of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for resolution of the grievance.

## **Level IV- Arbitration**

If the aggrieved is not satisfied with the suggestion for resolution received in Level III after full disclosure of the evidence has been made, he/she may within five (5) days of receipt of such written response, make written request to the Superintendent and the President of the Association that the grievance be submitted to arbitration.

The arbiter shall be selected by the President of the Association and Superintendent.

If the President of the Association and the Superintendent cannot agree on an arbiter, the arbiter shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbiter shall hold such meetings as he/she determines necessary to make a fair and impartial ruling on the grievance as stated. The arbiter shall not have the authority to add to, subtract from, or change in any way the provisions of the negotiated contract in this procedure. The ruling of the arbitrator shall be made in writing to the aggrieved, Superintendent and the Association and shall be final to the limit of the grievance as stated.

Cost of the arbiter shall be shared equally by the Association and the Board.

### **ARTICLE 3. TERMINATION AND NON-RENEWAL OF CONTRACT**

#### **A. TERMINATION OF CONTRACT**

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

#### **B. NON-RENEWAL OF REGULAR LIMITED CONTRACT**

1. The following procedures must be followed in order to non-renew a teacher's first or second regular limited contract:
  - a. The teacher must be evaluated in accordance with the Evaluation Procedure contained in this Agreement.
  - b. If the Superintendent determines to recommend that a teacher's first or second regular limited contract not be renewed, written notice containing a full disclosure of the reasons will be given to the teacher before the Board acts on the recommendation.
  - c. The teacher will have the right to an administrative hearing before the Superintendent with an Association Representative or counsel of choice to respond to allegations prior to official Board action.
  - d. The teacher shall receive written notification of the Board's action of non-renewal on or before June 1.

A non-renewed teacher shall have the right to grieve any alleged violation of the procedures set forth in 1 a-d of this Article, however, the determination of whether to reemploy or not to reemploy a teacher is solely the Board's determination and not subject to review by an arbitrator or court. Except for failure to follow the procedures contained in 1 a-d of this Article, a decision to non-renew shall not be invalidated on any basis, including that the decision was not warranted by the results of any evaluation or any statement given pursuant to 1 b. of this Article.

The provisions of Ohio Revised Code Section 3319.11 and any amendment thereto during the duration of this Agreement are not applicable to non-renewal of the first or second regular limited contract and are superseded by this Article.

2. Non-renewal of a teacher's regular limited contract after the second contract shall be based only upon Section 3319.16 and related provisions of the Ohio Revised Code, or unsatisfactory work performance as determined from

evaluation by school administration.

Upon recommendation of the Superintendent that a teacher's limited contract shall not be renewed, a teacher so notified shall have full disclosure of reasons and have the right to an administrative hearing before the Superintendent with an Association Representative or counsel of choice to respond to allegations prior to official Board Action.

#### **ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES**

The Association, its agents, and affiliates shall have the right to use the school buildings for meetings. Such meetings shall not interfere with or interrupt normal instructional programs or school operation, and further shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

It is agreed by the Administration that the Association may hold a maximum of one (1) meeting per month with a starting time within the regular working day provided said meeting does not interfere or interrupt normal student instructional day, and further, said meetings shall be arranged on the school calendar so as not to conflict with Administrative Staff Meetings or building policies. This shall include all general membership meetings, but shall exclude the executive committee meetings with the Superintendent, joint negotiations team meetings or when the team meets with its OEA representative, and Labor-Management Committee meetings. If a bargaining unit member(s) attends an Association meeting during the regular teacher work day that exceeds this limit, all time spent at such meeting will be credited against any compensatory time at the rate of one hour for each hour of time over the limit.

The Association shall have the right, within established administrative procedures, to use facilities, equipment, computers, copy machines, and audio-visual equipment, and shall be responsible for said equipment when operated by qualified persons.

The Association shall have the right to use school faculty bulletin boards.

The Association shall have the use of the internal mail system of the school. The Association shall receive a copy of the Board Minutes and the Treasurer's monthly financial report after each Board Meeting.

A copy of the C-TEC TEA membership roster and a copy of all Association publications such as constitution, local association newsletter, code of ethics, and related publications will be regularly provided to the Superintendent.

#### **ARTICLE 5. INDIVIDUAL RIGHTS**

It is recognized by the Association and the Board that teachers shall have the right to join or not to join, and participate in the Association as a means of improving their economic and professional status. It is further agreed that the Constitutional rights of an individual shall not

be negated or taken away through items negotiated between the Association and the Board. Any individual teacher shall have the right to discuss and resolve individual concerns with the Administration and Board through normal channels of communication. However, negotiations shall be conducted exclusively between authorized representatives of both the Board and the Association.

## **ARTICLE 6. EVALUATION**

The purpose of teacher evaluation is two-fold: to evaluate the teacher's competence and to improve teaching and learning; therefore, a primary concern of the administrators is not only evaluating, but helping. When weaknesses are noted, be they in teacher competence or overall program, the administrator(s) will give assistance to the teachers to improve their effectiveness as well as their program by suggesting specific methods for improvement.

**“OTES”** - is the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011. The Board and the Association will follow the standards-based framework developed by the State Board of Education and applicable provisions of the Ohio Revised Code (O.R.C. 3319.111, 3319.112, and 3319.113) for the evaluation of teachers. Annually a committee of no more than six (6) members, with equal representation on each side, will meet at the beginning of the school year to finalize the specific procedures for that school year to reflect any changes to the foregoing. All classroom teachers who are subject to OTES will be evaluated using a consistent method of evaluation, as determined by the committee. Exceptions to this would include bargaining unit member positions that are not covered by OTES or any changes to evaluation mandates.

Absent an agreement to make a change, the current practice regarding the process of evaluating teachers will continue to utilize the chain of command, i.e. immediate administrator, director, and superintendent.

## **ARTICLE 7. ACADEMIC FREEDOM**

It is recognized by the Board and the Association that academic freedom is a student and teacher right and that such freedom is granted to students and teachers by the C-TEC School District in order that they may study, investigate, and interpret concepts when pursuing the C-TEC Courses of Study.

The teacher shall ensure that all teacher supplied supplemental materials and methods are consistent with the approved Courses of Study and course content contained therein. Any deviation from Courses of Study or course content as approved by Board Policy and Regulations shall have prior approval of the appropriate administrator. Teachers shall ensure that materials, other than those provided by the Board, and methods of teaching, match the needs of the learner and remain within the scope and sequence of each Course of Study. The Board agrees that it shall guarantee the Constitutional rights of both teachers and students within the compliance of this policy. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said

activities are not in violation of law.

## **ARTICLE 8. COMPLAINTS AGAINST PERSONNEL**

When a complaint is made to the Board or any of its members or administrators concerning a teacher's conduct or to other activities that relate to the teacher's employment duties, and the complaint is considered serious enough to warrant an investigation, the teacher shall be informed as follows:

During the time school is in session: within forty-eight (48) hours, excluding days not in session.

During the summer break: within seventy-two (72) hours, excluding weekends and days the Board office is closed. Initial summer notification shall be attempted by phone with written notification to the member's last known address.

The Board shall not be required to abide by the above timelines if prohibited to do so by a legal authority having jurisdiction over the complaint.

Initially, the teacher will be informed of the nature of the complaint and the identity of the complainant before the administration talks with a student or staff member other than the person(s) submitting the complaint. Such disclosure shall not be required if students or staff members other than the complainant are not interviewed by the administration.

If, after investigation, the administration determines that action may be taken on the complaint, a meeting shall be held between the teacher and his/her administrator. At the meeting between the teacher and his/her administrator, the teacher shall have the alleged misconduct/complaint explained in full detail. The appropriate administrator and teacher shall attempt to resolve the party's complaint.

Following the disclosure meeting, the teacher will have the right to a follow-up meeting with his/her administrator, at which time the teacher shall be afforded the right to submit names of witnesses for the administration to interview.

The investigating administrator shall inform the teacher of the status of the investigation no longer than five (5) teacher work days after the first notice to the teacher and no more than every five (5) teacher work days after the first status report, until the investigation is terminated. Should the investigation of the complaint prove the complaint to be unjustified, the teacher shall be so notified within two (2) teacher workdays of the termination of the investigation and no record of said complaint shall be placed in the teacher's personnel file.

The administration shall have five (5) teacher workdays from receipt of a complaint to determine if the complaint is considered serious enough to warrant an investigation. All complaint investigations shall be terminated and a final determination made within forty (40) teacher workdays of the date the complaint is considered serious enough to warrant an investigation.

In situations where a legal authority is investigating the complaint, the forty-five (45) teacher workdays will start on the date the investigating agency notifies the District of the completion of its investigation.

Nothing in this article will prevent the administration from investigating newly discovered evidence. Unsubstantiated complaints shall not be used against a teacher.

Should the complaining party still not be satisfied and take the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such complaint be grounds for action, reprimand, or discipline against a teacher without the teacher having prior notice that would allow him/her to attempt to resolve the concern or provide information on the issue to the administration or Board, or be provided a due process hearing with representation if requested by the teacher.

### **ARTICLE 9. REPRIMAND PROCEDURE**

- A. The Board agrees that administrators will make every reasonable effort to see that reprimands to employees are made in private and not in the presence of other employees, students or parents.
- B. The Association agrees that administrators may conference with teachers regarding school procedures and policies as well as teachers' respective programs. In doing so, administrators may provide constructive criticism when giving assistance.
- C. The procedures delineated below shall be followed prior to the placement of any performance related document in a unit member's personnel file with the exception of the following documents:
  - 1. Professional Growth or Improvement Plan
  - 2. Teacher Summative Performance Review
  - 3. Walk-Through Observation documentation
  - 4. Final Summative Rating of Teacher Effectiveness
  - 5. Teacher Comments on Observation (optional)
  - 6. Any attachments to the forms/instruments listed on items 1-4 above, which specifically elaborate on or are directly related to the document to which they are attached.
  - 7. The final written report comparing a teacher's first and second evaluation, and secondary administrator(s) with teacher supervision responsibilities Superintendent's or Director's recommendation regarding renewal or non-renewal of contract if applicable.

8. Should one be required, the specific written recommendations regarding improvements and the means through which assistance may be obtained.
- D. Before any written reprimand other than those delineated in Section C, above is placed in a unit member's personnel file, the following procedures shall be followed:
1. The administrator shall inform the member of his/her intent to place a written reprimand in the unit member's personnel file and shall inform the unit member of the right to a meeting to respond to the content of the written reprimand. If the unit member requests a meeting, the administrator shall mutually schedule the meeting with the member. The member shall have the right to have a representative of his/her choice present at the meeting.
  2. At the meeting the member shall:
    - a. be informed of the alleged conduct leading to the written reprimand;
    - b. be informed of the individual(s) raising the allegation;
    - c. be afforded the opportunity to address the content of the written reprimand, submit names of witnesses, and to respond to the written reprimand;
    - d. be informed of his/her right to file a written response or rebuttal to the written reprimand. Such response must be filed by the member within five (5) workdays of the meeting and will be included with the written reprimand if it is placed in the personnel file;
    - e. sign the written reprimand only that he/she has been afforded the rights set forth in this Article. This signature shall not be construed as agreement with the content of the written reprimand nor shall it waive a member's right to appeal said document.
- E. All written reprimands shall be written in a professional manner and shall not contain derogatory or unsubstantiated statements.
- F. All appeals of such written reprimands shall be made to the Superintendent.

## **ARTICLE 10. TEACHING CONDITIONS**

Teachers employed under regular contract to perform regular teaching duties shall be governed by the following working conditions:

The school year for teachers shall be one hundred eighty-four (184) days with new teachers being required at the administration's discretion to participate in one (1) extra day for orientation.



The one hundred eighty-four (184) days shall be as follows:

1. One hundred eighty (180) days shall be designated as student instructional days so in keeping with state requirements.
2. Two (2) days shall be designated as before-school orientation for teachers and/or professional development and one (1) day shall be designated as end-of-the-year teacher work days. If the Superintendent determines that part of the two (2) before-school orientation days shall be for professional development, the PDC shall have the responsibility of planning and implementing the program.
3. ACTE Day to be outside the regular school year of one hundred eighty-four (184) days.

The teacher work day shall consist of no more than seven and one-half (7-1/2) continuous hours. The teacher work day shall include an uninterrupted duty-free lunch period equal to that provided to students and in no case less than thirty (30) minutes.

Each teacher will be provided during the teacher's work day at least forty-five (45) minutes of non-pupil contact teaching activities. This time shall be for conferences (student, parents, advisory committees), professional study, lesson preparation or other personal use necessary for carrying out the duties of assignment.

Teachers shall participate in the selection and operation of advisory committees which shall only be required to meet twice per year to fulfill state requirements.

Required travel time during the regular school day is not to be considered lunch or conference time. Such travel will be limited to regular teaching hours or as otherwise provided in this Agreement.

Teachers will be given the opportunity to earn contact hours for all duties outside of the contracted day, per LPDC bylaws (e.g. Open House, Evening of Exploration, New Student Orientation.)

Vocational/Career-Tech class assignment of students shall not exceed maximums set forth in State Standards for each program and in no case shall the number of students assigned for a period of instruction exceed the number of stations or facilities provided to conduct meaningful instructional programs.

Academic class size shall not exceed one-hundred seventy (170) students per semester per teacher nor exceed thirty (30) students per class period in classroom students and/or credit recovery. Class size numbers for the first

semester shall be calculated using October 15 enrollment figures and for the second semester using March 1 enrollment figures.

Every effort will be made to obtain substitute teachers in absence of regular teacher.

In keeping with departmental budgets, supplies and equipment shall be provided for staff in sufficient quantity to assure quality educational programs. A high-volume copier shall be made available in a central location for teachers. Whenever reasonably possible, teachers will use the copier rather than the more expensive classroom printer.

Each teacher will be provided storage space and files for maintaining records and related materials. Teachers will be provided individual mailboxes in a lockable area.

Toilet facilities will be provided to staff, separate of those provided for student use. Every reasonable effort will be made to see that facilities are cleaned daily, and that exhaust fans and soap dispensers are operational. The Association will designate one (1) toilet facility as "men's" and one (1) as "women's", and the Maintenance Staff will label these respectively.

Every reasonable effort will be made to regulate classroom temperature at a level of comfort for teachers and students.

General staff and departmental meetings will be held during the regular teacher day.

## **ARTICLE 11. JOB DESCRIPTION**

The following shall be the regular duties and responsibilities of teachers employed by C-TEC. Teachers are employed by the C-TEC Board of Education.

Teachers are to abide by administrative policies and procedures and Board of Education adopted rules and regulations.

Teachers are:

To instruct students in keeping with responsibilities set forth in individual contract, Board Policy, Course of Study, and Certificates of the State Department of Education.

To make necessary preparations to conduct instruction of classes, including:

Developing a new and/or reviewing and revising an existing Course of Study shall be done in cooperation with, and with the continued support and help of appropriate administrator(s). Any teacher who, at the direction of an administrator, develops a

new Course of Study shall be paid \$900.00.

1. When a Course of Study exists, a teacher shall review and make necessary revisions annually. When an appropriate administrator directs a teacher to review and revise an existing course of study, the teacher will be compensated \$450.

The teachers within a department/program shall work collaboratively with their immediate administrator to determine assignment of the course of study tasks. If more than one teacher is involved in the development or review/revision of a course of study at the direction of an administrator, the stipends in these paragraphs will be shared equally between (among) all participating teachers unless the involved teachers agree otherwise.

A teacher developing a new Course of Study shall have twelve (12) months to complete the task. A newly-hired route B teacher will have two (2) years to develop a Course of Study new to the district. A teacher reviewing and revising a Course of Study shall have six (6) months to complete the task.

2. Maintaining weekly and daily lesson plans. (See Job Description for specific instructions.)

To provide routine monitoring of the physical facilities in which regular assignments are normally conducted excluding regular custodial services.

To use non-pupil contact conference time during the regular school day for lesson preparations or other activities that will assist in conducting one's regular teaching duties.

To complete and forward necessary written reports required by Local, State, and Federal Regulations. These reports include but are not limited to:

1. Student Discipline Reports
2. Student Grade Reports
3. Observed Rules Infraction Reports
4. Student Accident Reports
5. Teacher Daily Absence Reports
6. Student Attendance Reports
7. Student Financial Charge Reports.

## **CLASSROOM**

### **Responsibility**

Responsible to the administrator in his/her area, and under the overall supervision of the Director and the Superintendent.

## **General Duties**

The teacher's fundamental duty is the reasonable, impartial, and just education and training of those students assigned to him/her, as well as for all students with whom he/she comes in contact.

This education should instill in the student an understanding of, and enthusiasm for his/her chosen vocational field, and that all work has dignity and worth.

## **Instruction**

1. Lesson Plan - write a weekly written lesson plan that is a part of a larger unit of study - copy should be filed with the immediate administrator. Daily detailed lesson plan should be available for any authorized administrator.
2. Utilize various teaching techniques in presentation of materials.
3. Provide student motivation in instruction.
4. Follow prescribed course of study, with exceptions being approved by administration.
5. Develop, in cooperation with their administrator, an appropriate and explainable system of grading that is in keeping with the philosophy of the school.

## **Students**

1. Provide personal, social, educational, and employment guidance to students, as needed. Classroom teacher can be the most effective guidance person in our school. Be available for scheduled and non-scheduled guidance needs.
2. Be responsible for student behavior in all areas, classrooms, and on the school grounds. This refers to all students, not just those in your class. A student in the classroom is the direct responsibility of the teacher assigned to that area and period. Special assignments will be made by the administration.

The administration shall take into consideration teacher assignments and number of daily class preparations in making special assignments.

Teachers are responsible for preparations for a substitute teacher (e.g. lesson plans, seating charts, lab assignment, materials) and upon return to address and process code of conduct violations that occurred during his/her absence. The student's behavior that occurs when the teacher is absent is not the fault of the teacher, nor shall it be held against the teacher.

3. Avoid any form of physical or corporal punishment.

4. Report to the administrator any and all rule infractions that might be for the good department of the school. Also report discipline cases that prove extremely difficult for you, as the teacher, to handle.
5. Restrict any student from possessing or using alcoholic beverages, possessing or using tobacco products of any kind, using profanity or abusive language, engaging in substance abuse or gambling while in the custody and control of the school.
6. Conduct parental conferences in private. Where problems exist, seek the counsel of the administration or Guidance Department.
7. Never dispense medication to students. Permit student taking of medication only when needs are properly documented.
8. Be aware of student needs and be knowledgeable of the special services provided by the school.
9. Instruct student regarding school safety procedures.

### **Administrative**

1. Follow outlined procedure for reporting attendance and grades and submit in allotted time.
2. Encourage care of school property. Students are to be held responsible for the defacing and proper use of school property.
3. Secure approval of the administration before entering into any student or club extra- curricular or money making activity.
4. Remain on duty in the school during assigned hours, exclusive of lunch time. Teachers leaving the building during the lunch time shall sign out in an administrator's office. An administrator's permission shall be secured if it is necessary to leave the building during regular hours, exclusive of the lunch time.
5. Meet all classes and assigned student meetings on time. Shop or laboratory is not to be left unsupervised at any time. If it is necessary to leave the class, contact an administrator for arrangements.
6. Serve as club advisor and perform the duties of this position.
7. Collect and account for monies pertaining to the educational programs.

8. Notify the administration as early as possible when unable to attend school because of illness or otherwise.
9. Refuse to participate in any commercial promotions.
10. School equipment is not to be taken from the school without permission of an administrator.
11. School keys are the responsibility of each employee and he/she should be accountable for them. Keys will not be loaned to students.
12. Participate in student and school activities.
13. Attend regular and special meetings called by the administration.
14. Attend workshops, seminars, and other educational activities designed to assist in the improvement of teaching, particularly those related to vocational education.
15. Use moderation in conduct and dress as befitting a teacher.
16. Report unauthorized persons in the building to an administrator.

## **ARTICLE 12. PERSONNEL FILES**

1. There will be established and maintained one (1) official personnel file on all teachers. This file shall be maintained in the office of the Treasurer.
2. Personnel files shall be open to inspection by the teacher and/or his/her authorized representative.
3. Teachers shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the teacher shall be given a copy of any material placed in his/her official personnel file and delivery of said copy shall constitute notice.
4. If and when a teacher and the Superintendent or his/her designee agree that there is adequate evidence that certain material in said teacher's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the teacher and the Superintendent/designee are unable to reach an agreement and the teacher still believes that the material contained in the file is irrelevant, inappropriate or false, such teacher shall have the right to attach a written statement to the disputed information.
5. A teacher shall have the right to inspect his/her personnel file at any time, as long as such request is during the normal working hours of the administrative offices. The

teacher's personnel file shall be available for inspection to the teacher within one (1) working day after request. Prior arrangements for such examination shall be made with the Superintendent or his/her designee.

6. In order for any person other than the aforementioned people (Article 12 item 2) to obtain access to an individual personnel file, that person must notify the Superintendent of the information he/she wishes to see and the purpose of said request. If such request is made, the teacher shall have the right to be present whenever his/her file is authorized to be opened to a person other than authorized school personnel.

### **ARTICLE 13. PROFESSIONAL DEVELOPMENT AND MEETINGS**

Professional Development is a vital and necessary part of the educational program for districts; therefore, a comprehensive provision must be provided for the maximum utilization to ensure continued improvement of the quality of our education program.

- A. Professional development meetings:

Professional development at C-TEC will be planned and implemented by the Professional Development Committee.

The PDC shall consist of five (5) members named by the administration and five (5) members named by the Association. The PDC shall have two (2) co-chairs: one appointed by the administration, and one appointed by the Association. The PDC may appoint subcommittees as it deems necessary for quality professional development.

The PDC will plan professional development activities in accordance with the District's mission, goals and local, state and national initiatives. (excluded – the teacher mentoring program and possible professional development activities during administrative meetings).

- B. The PDC will plan and implement the following professional development activities (excluded - the teacher mentoring program and possible professional development activities during an Administrative meeting):

1. There shall be at least two (2) full day professional development days each year. One-half (.5) day of the two (2) Professional Development days may be used for collaboration so long as it is (1) driven by the PDC, (2) has specific goals and outcomes and (3) time is not needed for mandated local, state or federal initiatives.

Teachers are required to attend all local professional development training. In an emergency situation, in which the teacher cannot attend, he/she is responsible for the content of the professional development.

2. Article 10, Teaching Conditions, paragraph #2, if any.
3. Waiver days.

C. Administrative Meetings:

Administrative Meetings are likewise a necessary and important part of communication within the District. Therefore, it is agreed by the Association that mandatory Administrative Meetings may, when administratively-determined necessary, extend beyond the regular working day. If such mandatory Administrative Meetings exceed the regular work day by more than five (5) hours per work year, bargaining unit members shall receive compensatory time at the rate of one hour for each hour of time over the limit.

Meetings called by the administration shall be with five (5) days advance written notice, except in emergencies, and no more than two (2) per month unless otherwise agreed to between a majority of the staff involved.

- D. Teachers doing mapping, SLO, Credit Flex, or other types of curriculum work will be given the opportunity to earn contact hours per LPDC by-laws.

#### **ARTICLE 14. PAYROLL DEDUCTION**

As the recognized sole and exclusive agent representing the teachers of C-TEC, the Association shall be granted payroll deductions. The Board shall authorize payroll deductions of Association dues. Such deductions shall be made in equal installments each month beginning the first pay in November and continuing for the next ten (10) months.

Said deductions will be made upon receipt of a signed, authorized form submitted to the Treasurer of the Board. Said deductions will be continuing unless a teacher gives written notice to the Board Treasurer during September to stop such payroll deductions.

Dues deducted shall be transmitted monthly to the Treasurer of the Association by the Treasurer with a list of names from whom deductions were made. The Association Treasurer shall submit and update a list of names for whom deductions are to be made annually by October 15, with the authorization forms.

Deductions for tax-sheltered annuities and disability insurance shall be made two (2) times per month.

Teachers shall have their paycheck direct deposited.

#### **ARTICLE 15. SEQUENCE OF CONTRACT ISSUANCE**

Regular limited contracts shall be offered in the following manner:



- A. Upon initial employment, a one- (1) year contract shall be issued by the Board.
- B. The second contract issued by the Board shall be for one (1) year.
- C. The third contract issued by the Board shall be for two (2) years.
- D. The fourth contract and thereafter shall be issued accordingly:
  - 1. Teacher paid on Class II category shall receive a three- (3) year contract;
  - 2. Teacher paid on Class III category or higher classification shall receive a five- (5) year contract.
- E. Continuing contracts shall be granted by the Board in keeping with the Ohio Revised Code.

Proper certification and/or license is necessary by teachers to fulfill contract provisions herein provided.

#### **ARTICLE 16. INDIVIDUAL CONTRACTS**

All teachers employed by the Board to perform regular duties shall be issued written contracts in accordance with provisions of the Ohio Revised Code. Said contracts shall include the following information:

Name of teacher; name of school district; type of contract (limited or continuing); if limited, the number of years in the contract; annual compensation to be paid during the year of issuance of the contract; basis of determining the compensation (i.e., classroom teacher, B.S. Degree and 5 years teaching experience): frequency of salary payments effective 2011-2012 school year: twenty-four [24] equal pays, the 15th and the last day of each month. If the pay date falls on a weekend or holiday, payroll will be made the previous workday, statement that teachers agree to abide by adopted Board Policies adopted in accordance with Board established policy and procedures; statement that all necessary implementing procedures have been completed by the Board prior to issuance of the written contract; provision that a copy of said contract shall be provided to the teacher; that issuance of renewal of limited contract or continuing contracts shall be effected no later than June 1 of each year; that said contract shall contain the signatures of the Board President, the Board Treasurer, and the Teacher along with the date of issuance. A copy of agreement between the Board and Association will be given at time of contract issuance.

#### **ARTICLE 17. SUPPLEMENTAL CONTRACTS**

Teachers employed for supplemental duties shall be issued supplemental contracts in keeping

with the provisions of Section 3319.08 of the Ohio Revised Code. All supplemental duties shall be authorized by the Board. Said teachers shall be paid in keeping with the procedure below.

A job description shall be developed by the Administration for each supplemental duty. Copies of the job description shall be available to teachers upon request and shall be given to teachers when supplemental contracts are awarded.

The Administration will make every effort to limit the issuance of no more than two (2) supplemental contracts per teacher as set forth in this article, and all parties involved shall cooperate to achieve this objective.

No teacher shall be coerced to accept a supplemental contract and teachers may only be required to accept supplementals in accordance with this paragraph. When qualified teachers do not seek the CTSO positions and vacancies exist, the procedure for filling the supplemental contracts will take the form of a rotation of responsibility within the pathway area. Sequence of responsibility shall begin with the qualified teacher with the least seniority in the district, but having at least one (1) year of teaching experience. When it is necessary to utilize the rotation system, the Administration will advise the appropriate qualified teacher of his/her responsibility. Upon notification by the Administration of being chosen, the teacher may delay his/her year of service if another qualified teacher is willing to exchange places in the rotation. Teachers assigned to a supplemental position through the rotation system shall only be required to serve in that position for one (1) year per rotational assignment. This provision is not applicable in the event there is only one teacher in the area.

A qualified teacher shall be defined as a career-tech instructor whose pathway is within the scope of the particular CTSO. A maximum of two (2) academic instructors may serve as a CTSO Advisor per each CTSO. Two (2) qualified teachers may share a position and divide the compensation.

The rotation system will not apply to supplemental positions other than those relative to CTSOs.

Where there is only one (1) qualified teacher in the bargaining unit, that teacher will not be required to accept the supplemental position. The position may be filled according to law if the unit member declines the position.

There shall be a minimum of one (1) CTSO advisor position per required organization, a minimum of one (1) other student activity advisor, one (1) academic department chair per department, and one (1) lead mentor when applicable.

Each year all supplemental positions shall be posted. When a vacancy occurs in a supplemental position, staff will be notified and normal application and interview processes will occur. The rotation system shall not apply if applicant(s) applies for the vacancy.

The Board agrees to compensate the supplemental positions at the rate of \$2,400.

Additionally, there will be At-Large Coordinator/Advisor positions keeping the total number of supplemental positions at 19. Positions will be filled at the discretion of the administration.

## **ARTICLE 18. SICK LEAVE**

The Board considers a well-administered program of sick leave essential to the welfare of an employee.

Sick leave shall be granted to maximum accumulation for any of the following reasons:

1. personal illness (including pregnancy)
2. personal injury
3. exposure to contagious disease which could be communicated to others
4. illness or injury of a member of the immediate family
5. death in the immediate family.

Immediate family shall mean any of the following persons: spouse, children; father; mother; brother; sister; in-laws; members of the immediate household; grandparents; grandchildren; or other persons who have assumed a similar personal position to the teacher regardless of residence or relationship. The maximum accumulated sick leave shall be two hundred forty-five (245) days effective 7/1/06, two hundred fifty (250) days effective 7/1/07 and two hundred fifty-five days (255) effective 7/1/08.

A teacher who is a grandparent may use up to three (3) days to be with his/her daughter or daughter-in-law within two (2) weeks after the daughter/daughter-in-law has given birth to a child. The teacher taking this leave cannot use sick leave and must first exhaust his/her personal leave, and then must take time off without pay, but may take no more than three (3) total days of leave. Application for this leave must be submitted at least five (5) workdays before the absence. This provision is only for circumstances not already covered under this sick leave policy.

Sick leave shall be granted to a pregnant teacher for pregnancy-related disability to maximum accumulation provided the teacher supplies the Board of Education with a statement from her physician indicating that she cannot fulfill the duties of her contract.

Sick leave shall be earned on the following basis:

1. One and one-quarter (1-1/4) days per month or fifteen (15) days per year for all full-time employees.
2. Sick leave reserve shall be that accumulated amount not used by the employee.
3. Treasurer will notify each employee of his/her sick leave status by October 1 of each year.

4. Unused sick leave accumulated by an employee in any State Agency in Ohio shall be credited to the employee's account.
5. The responsibility for transfer of sick leave from one State Agency to another shall rest with the incoming employee.
6. Necessary proof of personal illness shall be provided in accordance with Ohio Revised Code.
7. Upon beginning the duties of employment, a teacher new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days. Should a teacher sever his/her employment with the District prior to earning all advanced sick leave day(s), the District shall deduct the day(s) used from the teacher's last paycheck. This shall include both day(s) used in accordance with this Article and day(s) donated to the Sick Leave Pool.
8. A teacher may be granted additional sick leave beyond the number accumulated upon recommendation of the Superintendent according to Section 3319.08 of the Ohio Revised Code.
9. In the event of the extended absence (five [5] days or more) of a regular teacher/instructor, the teacher/instructor shall not be required to submit routine weekly lesson plans. This language shall not prohibit a teacher/instructor from voluntarily carrying out such task.

Legal citations: ORC 143.29, 3313.21, 3313.21.1, 3319.08, 3319.14, 3319.141, OAG 1057 (5/18/64), OAG 72-032.

#### **ARTICLE 19. LEAVE OF ABSENCE**

A leave of absence (without pay or fringe benefits) may be granted to personnel for a period of one (1) year with Board approval and in keeping with Ohio Revised Code. Conditions governing granting of this leave are as follows:

1. Leaves of absence may be granted for armed forces duty, illness or disability, formal education, and maternity;
2. School insurance may be continued at the individual's expense. Advance payments to the Treasurer must be made by the individual each month;
3. An electronic application for a leave of absence for a formal education plan, approved by the Superintendent, must be made prior to May 1 of the year of the desired leave.

#### **ARTICLE 20. PERSONAL LEAVE**

Each teacher shall have up to a maximum of three (3) personal leave days per year with full pay. Teachers who have completed Step 20 or above on the Salary Schedule shall have up to

a maximum of four (4) personal leave days per year with full pay.

Electronic application for personal leave shall be submitted by the teacher at least five (5) days (when possible) prior to the day/days such leave is to be taken. When emergency situations arise making this compliance impossible, the Superintendent shall be advised at the first opportunity and the electronic application for personal leave shall be submitted to the Superintendent within three (3) days after the date of absence.

Examples for use of Personal Leave are to attend graduation exercises of the teacher or members of the immediate family, to conduct college business, to attend marriages in the immediate family, for religious observances, to conduct legal matters, to attend to personal matters that cannot be conducted on other than school time.

Personal leave shall not be used for any of the following reasons:

1. To conduct personal business that can be conducted on other than school time.
2. To seek other employment.
3. To transact other income-producing business activities.

#### Use of Personal Leave Before or After a Scheduled School Break or Holiday

Requests for use of personal leave immediately before or after a scheduled school break may not be made more than five (5) weeks in advance. No more than five (5) bargaining unit members may use personal leave on these days, unless the number is increased at the Superintendent's discretion.

One (1) day of personal leave may be granted for days immediately before or after a scheduled school break or holiday with documentation provided to attend graduation exercises of the teacher or members of the immediate family, to conduct college business, to attend marriages in the immediate family, for religious observances, or to conduct legal matters. Personal leave may not be used to extend a personal vacation. Exceptions may be granted at the Superintendent's discretion.

A bargaining unit member who wishes to extend a scheduled school break or holiday and does not meet the criteria in the preceding paragraph, subject to other limits herein, may choose to take a personal day to extend a scheduled school break or holiday and be charged for two (2) personal days or one (1) unpaid day.

An employee who earns three (3) personal leave days and uses no personal leave days in any year will be credited with three (3) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns three (3) personal leave days and uses no more than one (1) personal leave day per year will be credited with two (2) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns three (3) personal leave days and uses two (2) personal days will be credited with one (1) sick leave day to his/her total accumulation.

An employee who earns four (4) personal leave days and uses no personal leave days in any year will be credited with four (4) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns four (4) personal leave days and uses no more than one (1) personal leave day per year will be credited with three (3) additional days of sick leave at the end of each school year to be added to his/her accrued, unused sick leave total. An employee who earns four (4) personal leave days and uses two (2) personal days will be credited with two (2) sick leave days to his/her total accumulation. An employee who earns four (4) personal leave days and uses three (3) personal days will be credited with one (1) sick leave day to his/her total accumulation.

Any employee who has reached the maximum sick leave accumulation contained in Article 18 shall be paid for the unused personal day(s) at the rate of 50% of the member's per diem.

## **ARTICLE 21. PROFESSIONAL LEAVE**

Professional leave shall be considered a part of the professional development training when it is for the purpose of attendance of meetings and visitation in promoting the needs of local district programs and obtaining of information that will assist the improvement of said programs at local, state, or national levels.

Meetings attended while on professional leave may be approved by the Superintendent as fulfilling the requirements for the local professional development program.

Absence with pay will be allowed by the Board for worthwhile educational activities involving school business. The Superintendent's approval through regular channels will be required for all such activities. These absences will not be deducted from sick leave credit. All applications should be submitted five (5) days in advance of requested visit.

The educational activities for which a member requests professional leave must be related to either the district, department or member's individual goals.

Upon return from professional leave, the member shall be required to submit a brief written summary of the activity in which he/she participated. A member may be required to provide a presentation on the educational activity at a staff meeting or in-service. In no case shall a member be required to provide more than a fifteen- (15) minute presentation.

Meetings of an instructional and related nature attended by teachers shall be reimbursed in keeping with the policy governing travel reimbursement.

As a part of Professional Leave, the Association shall be granted up to five (5) days annual leave for association representatives to attend professional business meetings. The Association President or his/her designee may use up to two (2) of these days for Satellite Program visitations. This leave is non-accumulative. The Board will pay the expense of the substitute. The Association will be responsible for the expenses of the representative(s) at

such meetings.

## **ARTICLE 22. ASSAULT LEAVE**

The Board shall grant up to twenty (20) consecutive days of paid assault leave due to injury or illness resulting from a physical assault on a teacher which occurs on Board premises or which occurs off Board premises in connection with the performance of assigned duties when the teacher's conduct was within the bounds of general standards of professional behavior.

Eligibility shall be determined by the Superintendent and will be based on a signed statement by the teacher within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include, but not be limited to, the following:

1. Nature of injury or illness
2. Date and time of occurrence
3. Identification of individual or individuals causing the assault, if known
4. Facts and circumstances surrounding the assault
5. A certificate from a licensed physician describing the nature of the injury or illness and its duration causing absence
6. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s)

Falsification of either the signed statement or a physician's certificate is grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

Assault leave granted under this section shall not be charged against sick leave or personal leave. Worker's compensation cannot be received simultaneously with leave benefits.

## **ARTICLE 23. REDUCTION IN FORCE**

In the event that a reduction in the number of teachers becomes necessary due to a decline in student enrollment, program funding, for financial reasons or other just reasons as determined by the Board, this reduction will be in keeping with the provisions of this Article and Section 3319.17 of the Ohio Revised Code.

### **NOTIFICATION OF ANTICIPATED RIF**

The Superintendent shall notify the President of the Association at least thirty (30) days prior to the Board meeting date that it is his/her intention to recommend to the Board a proposed reduction in force. This notification shall include the position(s), recommended effective date, and reason(s) for the recommended action.

The Association will be afforded the opportunity to address the Board in Executive Session prior to Board action.

## **SENIORITY**

Seniority shall be defined as length of service at C-TEC from the date of most recent hire. All approved "leaves of absence" will be approved for seniority purposes. Seniority will be assigned at the date of hire on the following basis:

Time spent in a non-bargaining unit position shall not contribute to the accrual of seniority, but shall not constitute a break in seniority. This item shall become effective on January 1, 1994.

A tie in seniority shall be broken by the following method to determine the most senior member:

1. Date of Board meeting hired; if more than 2 unit members are hired at the same meeting, then
2. Total number of years of active teaching service in Ohio public schools documented by STRS and provided by the unit member; if 1 and 2 are equal, then
3. The person with the largest last digit of his/her social security number, then  
4. By lottery. The most senior member being the one whose name is drawn first at the time of hire.

Seniority shall be lost when a bargaining unit member retires, resigns, is discharged for cause, or otherwise leaves the employment of the Board.

The Superintendent shall provide the President of the Association a seniority list by November 1 of each contract year. Such list shall include name, certification(s) and/or license(s) held, type of contract (continuing or limited), and the first day of continued employment.

## **REDUCTION IN FORCE IMPLEMENTATION**

1. During the term of this contract Reduction In Force shall be applied to individual career-tech and/or academic teaching units on the basis of performance evaluation ratings (not value added or student growth). Effective June 30, 2016 rating for RIF purposes shall be determined by the summative rating for each teacher.
  - a. **SUSPENSION OF CONTRACTS, NON-TENURED TEACHERS:** Suspension of contract shall occur to non-tenured first and shall be based upon the recommendation of the Superintendent who shall



recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.

- b. **SUSPENSION OF CONTRACTS, TENURED TEACHERS:** If the suspension of contract is necessary for any tenured teacher, this shall be based upon the recommendation of the Superintendent who shall recommend the suspension of contracts by area of certification/licensure beginning with the teacher who has the lowest rating solely on the teacher performance part of his/her evaluation (not the value-added or student growth portion). If two (2) or more teachers have comparable evaluations, the teacher with the least seniority shall have his/her contract suspended first.
  - c. For the purpose of determining which evaluations are “comparable”, all members rated “accomplished” shall be deemed comparable to one another; all members rated “skilled” shall be comparable to one another; all members rated “developing” shall be comparable to one another; and all members rated “ineffective” shall be deemed comparable to one another.
- 2. Members may displace a less senior member in another teaching area provided they hold a valid provisional teaching certificate/license or higher and have had comparable evaluations as defined in 1(c) above at C-TEC.
  - 3. A teacher whose contract is suspended as a result of a RIF Program shall be given written notification, by registered mail, that his or her employment will be suspended and the reason for such suspension. This notification shall be in accordance with Section 3319.17 of the Ohio Revised Code.

#### **RE-EMPLOYMENT FROM THE RECALL LIST**

- A. All teachers whose contracts are suspended as a result of a reduction in force as herein defined shall be placed on a list stating years of continuous service to the district and subject(s) certified and/or licensed to teach. These teachers will remain on the Recall List for a period of two (2) years.
- B. Teachers on the recall list who are certified/licensed to perform the work in a vacant position will be recalled on the basis of performance with the highest performing recalled first. Seniority will not be the basis for this decision except where teachers have comparable evaluations.
- C. When an opening(s) occurs, the Board shall send a certified letter to all teachers certified/licensed for the position to their last known address to advise them of such

position. It is the teacher's responsibility to keep the Board informed of his or her whereabouts. The teacher shall notify within ten (10) calendar days from the date the letter is sent to indicate availability and desire for such position. Of the teachers indicating availability and desire for such position, the one on the recall list with the highest performance rating shall be reinstated by the Board. If a teacher is recalled into an area where he/she has not taught within the last five years, he/she shall be required to successfully complete within 12 months of recall no less than nine (9) CEUs or equivalent directly related to the new area of instruction.

- D. If a position(s) initially abolished is reinstated or if a new position(s) is established, this position(s) will be staffed first from the teacher RECALL List in keeping with procedures stated above (Paragraph B).
- E. Transfers may be made to a position affected by the RIF Program in accordance with the provisions of Article 24 after the position(s) has been offered to all properly certificated/licensed teachers on the RECALL List.
- F. No teachers new to the district will be employed in a position affected by the RIF Program until all properly certified/licensed teachers on the RECALL List have been offered a contract for the position in accordance with the provisions of this article.

In addition, no teacher new to the district shall be hired under a temporary certification/license while there are teachers on the RECALL List who are eligible for such temporary certification/license.

The Board must first offer all eligible employees on the RECALL List, in descending order of seniority, the opportunity to secure a temporary certification/license and return to full employment in the vacant position. Should an employee(s) decline the opportunity to secure a temporary certification/license, said employee shall remain on the RECALL List for rehire to a position for which he/she is properly certified/licensed.

- G. Upon recall, all rights related to salary, fringe benefits, and seniority shall be fully restored to their former status.
- H. Teachers remaining laid off will be given preferential consideration as substitute teachers.
- I. Laid-off teachers shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits for a period not to exceed two (2) years.
- J. Recall rights are maintained to a maximum of two (2) years.
- K. After a period of two (2) years, or after waiving recall rights, any teacher who is RIFed and not subsequently employed as a teacher may apply for severance pay if they have

four (4) years of service with the Board.

- L. Any teacher affected by this policy shall waive all stated recall rights upon accepting a similar position elsewhere.

**ARTICLE 24. SALARY AND DETERMINATION OF PLACEMENT ON THE SALARY SCHEDULE**

Placement on the salary schedule shall be based upon an employee's years of experience and class determination.

Class placement shall be determined by the employee's education level and licensure as follows:

<b>Class</b>	<b>Educational Level</b>	<b>Licensure</b>
I.	a. Bachelor's Degree b. Non-Degree	Resident Educator or Alternative Resident Educator* License
II.	a. Bachelor's Degree b. Non-Degree	Professional Educator License (5 year license) Professional Educator License (5 year license)
III.	a. Bachelor's Degree 150 sem hrs or 225 quarter hrs b. Non-degree or below Bachelor Degree 31 semester hours or 47 quarter hrs	Professional Educator License (5 year) Professional Educator License (5 year)
IV.	a. Master's Degree b. Bachelor's Degree 160/sem hrs or 240 quarter hrs  c. Non-Degree or below Bachelor Degree 41 sem hrs or 62 quarter hrs	Professional Educator License (5 year) Professional Educator License (5 year)  2 <sup>nd</sup> Professional Educator License (5 year)
V.	a. Master's Degree  b. Non-degree or below Bachelor Degree 86 sem hrs or 129 quarter hrs	2 <sup>nd</sup> Professional Educator License (5 year) Or Senior Or Lead Professional Educator License 2 <sup>nd</sup> Professional Educator license (5 year)

\*Successful completion of the second year requirements of the Ohio Resident Educator Program will result in movement to Class 2.

## **UPON INITIAL EMPLOYMENT**

- A. Full previous professional teaching experience will be recognized for placement on the appropriate Class and Step of the salary schedule.
- B. Work experience related to instruction and verified will be credited for placement at one (1) year work experience/one (1) year salary step to a maximum of twelve (12) years above the number of years of work experience required to obtain initial certification/license.
- C. Teachers with a Bachelor's Degree and an Alternative Resident Educator License shall be initially placed at Class I. Career-technical teachers with previous experience and with an Alternative Resident Educator License shall be placed on Class I.
- D. On or before June 15, a teacher in the second year of the Resident Educator Program shall submit to the Treasurer a written request to be moved to Class II. The written request must be accompanied by a statement from the teachers' mentor that the teacher has successfully completed the work required during the first two years of the Resident Educator Program.

In instituting the new class requirements, no unit member shall be reduced to a lower class than the one they were in prior to the effective date of this Agreement.

Upon completion of the coursework that qualifies a certificated and/or licensed employee to move from one class to another, the employee shall provide an official transcript of completed coursework and/or new or renewed license (or electronic verification of license) to the Treasurer. Adjusted salary shall be effective from the date the transcript, license or electronic verification of license is received in the Treasurer's office.

The base salary shall be \$35,520 effective July 1, 2016, through June 30, 2017; the base salary shall be \$35,875 effective July 1, 2017, through June 30, 2018; the base salary shall be \$36,235 effective July 1, 2018, through June 30, 2019. Salaries shall be rounded off to the nearest five dollars (\$5.00). The parties agree to establish a joint committee to study the current class structure of the salary schedule and issue a report prior to the expiration of this Agreement.

## **LONGEVITY**

A teacher who has completed Step 20 or above on the Salary Schedule may elect not to defer and to receive as part of salary up to seven (7) days of accumulated years of pay for service beyond ten (10) years in the District to be paid at 84% of the employee's per diem. The Treasurer must be notified in writing of such election prior to July 1 of the school year in which this salary will be received.

## TEACHER SALARY SCHEDULES

Step	Index				
	Class I	Class II	Class III	Class IV	Class V
0	0.958	1.000	1.050	1.100	1.150
1	1.000	1.045	1.100	1.150	1.205
2	1.042	1.090	1.150	1.200	1.260
3	1.084	1.135	1.200	1.250	1.315
4	1.126	1.180	1.250	1.300	1.370
5	1.168	1.225	1.300	1.350	1.425
6	1.210	1.270	1.350	1.400	1.480
7	1.252	1.315	1.400	1.450	1.535
8	1.294	1.360	1.450	1.500	1.590
9	1.336	1.405	1.500	1.550	1.645
10	1.378	1.450	1.550	1.600	1.700
11	1.420	1.495	1.600	1.650	1.755
12	1.462	1.540	1.650	1.700	1.810
13		1.585	1.700	1.750	1.865
14		1.630	1.750	1.800	1.920
15		1.675	1.800	1.850	1.975
16		1.720	1.850	1.900	2.030
17		1.765	1.900	1.950	2.085
20		1.810	1.950	2.000	2.140
25		1.855	2.000	2.050	2.195

Step	FY17					Base \$35,520
	Class I	Class II	Class III	Class IV	Class V	
0	34,030	35,520	37,295	39,075	40,850	
1	35,520	37,120	39,075	40,850	42,805	
2	37,015	38,720	40,850	42,625	44,755	
3	38,505	40,315	42,625	44,400	46,710	
4	39,995	41,915	44,400	46,175	48,665	
5	41,490	43,515	46,175	47,955	50,615	
6	42,980	45,110	47,955	49,730	52,570	
7	44,470	46,710	49,730	51,505	54,525	
8	45,965	48,310	51,505	53,280	56,480	
9	47,455	49,905	53,280	55,060	58,430	
10	48,950	51,505	55,060	56,835	60,385	
11	50,440	53,105	56,835	58,610	62,340	
12	51,930	54,700	58,610	60,385	64,295	
13		56,300	60,385	62,160	66,245	
14		57,900	62,160	63,940	68,200	
15		59,500	63,940	65,715	70,155	
16		61,095	65,715	67,490	72,110	
17		62,695	67,490	69,265	74,060	
20		64,295	69,265	71,040	76,015	
25		65,890	71,040	72,820	77,970	

FY18						
Step	Class I	Class II	Class III	Class IV	Class V	
0	34,370	35,875	37,670	39,465	41,255	Base \$35,875
1	35,875	37,490	39,465	41,255	43,230	
2	37,385	39,105	41,255	43,050	45,205	
3	38,890	40,720	43,050	44,845	47,175	
4	40,395	42,335	44,845	46,640	49,150	
5	41,905	43,950	46,640	48,435	51,125	
6	43,410	45,565	48,435	50,225	53,095	
7	44,915	47,175	50,225	52,020	55,070	
8	46,425	48,790	52,020	53,815	57,045	
9	47,930	50,405	53,815	55,610	59,015	
10	49,435	52,020	55,610	57,400	60,990	
11	50,945	53,635	57,400	59,195	62,960	
12	52,450	55,250	59,195	60,990	64,935	
13		56,865	60,990	62,785	66,910	
14		58,480	62,785	64,575	68,880	
15		60,090	64,575	66,370	70,855	
16		61,705	66,370	68,165	72,830	
17		63,320	68,165	69,960	74,800	
20		64,935	69,960	71,750	76,775	
25		66,550	71,750	73,545	78,750	

FY19						
Step	Class I	Class II	Class III	Class IV	Class V	
0	34,715	36,235	38,045	39,860	41,670	Base \$36,235
1	36,235	37,865	39,860	41,670	43,665	
2	37,755	39,495	41,670	43,480	45,655	
3	39,280	41,125	43,480	45,295	47,650	
4	40,800	42,755	45,295	47,105	49,640	
5	42,320	44,390	47,105	48,915	51,635	
6	43,845	46,020	48,915	50,730	53,630	
7	45,365	47,650	50,730	52,540	55,620	
8	46,890	49,280	52,540	54,355	57,615	
9	48,410	50,910	54,355	56,165	59,605	
10	49,930	52,540	56,165	57,975	61,600	
11	51,455	54,170	57,975	59,790	63,590	
12	52,975	55,800	59,790	61,600	65,585	
13		57,430	61,600	63,410	67,580	
14		59,065	63,410	65,225	69,570	
15		60,695	65,225	67,035	71,565	
16		62,325	67,035	68,845	73,555	
17		63,955	68,845	70,660	75,550	
20		65,585	70,660	72,470	77,545	
25		67,215	72,470	74,280	79,535	

## **ARTICLE 25. HEALTH INSURANCE AND DENTAL INSURANCE**

The Board shall purchase from a carrier licensed by the State of Ohio, a High Deductible Healthcare Plan (HDHP) qualifying employees for Health Savings Accounts (HSA). The HDHP benefits are summarized per the description of UHC HSA #2, Definity Plan & PD-P Mod.

### **High Deductible Healthcare Plan/Health Savings Account**

The Board shall provide a High Deductible Healthcare Plan.

The in-network deductibles and in-network out-of-pocket maximums for the HDHP will be the IRS minimum for an embedded deductible for singles and twice that amount for families.

The non-network deductibles will be twice the in-network deductibles. The non-network out of pocket maximum will equal the non-network deductible plus co-insurance.

A Health Savings Account (HSA) shall be available for each unit member who is a part of the HDHP. The Board shall determine a custodian for the HSA. Any contribution by the unit member to his/her HSA up to the maximum limits provided by law may, at the member's discretion, be made by payroll deduction of either six months or twelve months, or in a lump sum payment or a combination of the one-time lump sum and the remaining funds to be deducted over twelve (12) or twenty-four (24) consecutive pays. The HSA shall be maintained by the individual unit member for his/her exclusive benefit and that of his/her beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution is for qualified medical expenses.

Each bargaining unit member who participates in the District's High Deductible Healthcare Plan (HDHP) on the preceding December 31 or enrolls into the District's HDHP during the most recent open enrollment period shall receive from the Board, for the period of January 1 through December 31 of the year in which payment is made, a contribution to the employee's Health Savings Account. The Board shall contribute fifty percent (50%) of the In-Network Deductible to each eligible bargaining unit member's account on the 1<sup>st</sup> business day of each calendar year.

Employees hired during the HDHP/HSA plan year (Jan 1 - Dec 31) or employees who choose to voluntarily re-enroll in the District plan, shall receive the Board contribution on a pro-rated basis as provided by the IRS Code and Regulations. For employees switching from single coverage to family coverage or vice versa during the calendar year, they will have no adjustment to the HSA contribution. Any adjustment would take place the 1<sup>st</sup> business day of the calendar year following the change.

### **DENTAL**

The Board shall purchase through a carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the following specifications for each certificated/licensed employee and his or her eligible dependents.



Maximum Benefits per person:

Class I, II, or III		\$2,500.00
Class IV		\$1,000 per person
Deductible	Individual	\$25 per calendar year
	Family	\$50 per calendar year

### **Benefits Paid**

**Class I - Preventative & Diagnostic** No deductible. 100% of reasonable and customary charges.

Routine Oral Exams - twice in any consecutive twelve- (12-) month period  
Teeth Cleaning - twice in any consecutive twelve- (12-) month period  
Fluoride Treatments - one every twelve (12) months  
Emergency pain treatments  
Space maintainers  
Diagnostic x-rays  
Tests and lab exams

**Class II - Basic Restorative** 80% of reasonable and customary charges.

Fillings - amalgams, silicate, acrylic  
Root canal therapy  
Treatment of gum disease  
Repair of bridgework and dentures  
Extractions and oral surgery  
General anesthesia (if medically necessary)

**Class III - Major Restorative** 70% of reasonable and customary charges.

Inlays, onlays, gold fillings, or crown restorations  
Initial installation of fixed bridgework  
Installation of partial or full-removable dentures  
Replacement of existing bridgework or dentures

**Class IV – Orthodontia** No deductible. 60% of reasonable and customary charges.  
Lifetime maximum benefit of \$1,000 per person.

Full banded orthodontic treatment  
Appliances for tooth guidance  
Appliances to control harmful habits  
Retention appliances - non in connection with full banded treatment

## **HEALTH CARE PREMIUM**

The Board shall pay 85% of the premium cost for an employee's family or single health care coverage with the insured employee contributing the remaining 15% premium cost.

## **ANNUAL OPT OUT**

Annually Opting Out is defined as a member voluntarily forgoing coverage of the District-provided hospitalization/surgical/major medical plan. Any bargaining unit member who demonstrates with an insurance card or other documentation from a health insurance company that he/she is covered by a non-District hospitalization/surgical/major medical plan shall have the right to annually opt out of the District-provided hospitalization/surgical/major medical insurance plan.

The Annual Opt Out procedure shall be:

The member provides written notice to the Board Treasurer between November 1 and November 30 of any year, which must be done each and every year that a member opts out.

The District shall pay a lump sum equal to 25% of the family plan premium. This lump sum amount shall be forwarded to the member on or before November 10 of the succeeding year.

In order to be reinstated to the District plan, one of the two following criteria and conditions must be followed:

1. If a member demonstrates to the District that he/she has lost coverage of the non-District health plan involuntarily, then the member will be reinstated immediately to the District plan.
2. If the member chooses to voluntarily re-enroll in the District plan, he/she must do so during the annual enrollment period.

## **FLEXIBLE SPENDING ACCOUNTS**

The Board will provide, to the extent available under the Internal Revenue Service Code and Regulations, Flexible Spending Accounts (FSA).

Employee contributions will be in a 125 Plan, contributions will be deducted from gross pay prior to the assessment of tax.

## **GENERAL**

In general, coverage changes will only be possible during the open enrollment period in November of each year.

A copy of said policy will be provided to the Association.

A study committee will be established to review alternative insurance plans with the intent to reduce cost.

#### **ARTICLE 26. VISION INSURANCE**

The Board shall purchase through a carrier licensed by the State of Ohio, vision insurance coverage which meets or exceeds the following specifications for each certificated employee and his or her eligible dependents.

- One Examination Annually
- Standard Lenses Annually
- Standard Frames Every Twenty-Four (24) Months.

Total deductible for above shall not exceed twenty dollars (\$20) annually.

#### **ARTICLE 27. RETIREMENT CONTRIBUTION**

The Board designates the mandatory contribution of the Certificated Employees to the State Teachers' Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and state income tax shall be these employees' total gross income reduced by the current percentage amount of the employees' mandatory State Teacher Retirement System contribution which has been designated as "picked up" by the Board; and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that these employees' total salaries are not increased by such "pick up," nor is the Board's total contribution to the State Teachers' Retirement System increased thereby.

#### **ARTICLE 28. GROUP LIFE INSURANCE**

The Board shall purchase from the School Employers Trust or other carrier licensed by the State of Ohio, group term life insurance for each member of the bargaining unit in the amount of fifty thousand dollars (\$50,000), plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board. The effective date of coverage shall be July 1, 1989.

Bargaining unit members may purchase additional life insurance and pay for the same through payroll deduction, subject to any eligibility requirements of the insurance provider.

#### **ARTICLE 29. TUITION REIMBURSEMENT**

The Board agrees to grant allowances of individual certificated personnel for tuition reimbursement according to the following guidelines:

1. Alternative Resident Educator License (Career-Tech, Route B) teachers may not claim both tuition reimbursement and workshop compensation.

2. All requests for reimbursement must be submitted on the formal application supplied by the Board to the Superintendent ten (10) work days prior to the start of the class. A response will be made within ten (10) work days of receipt of the request.
3. Credits must be earned in an academic or trade-related course from a college, trade or specialized school or university in the employee's area of certification and assignment, and at a like rate for equivalent courses in the areas of certification of a teacher of vocational education.
4. Coursework must be scheduled at times that do not interfere with normal duties during the regular work day of the employee.
5. Certificated personnel receiving tuition reimbursement must return to C-TEC for the entire school year following the completion of coursework. An exception to this rule will be made if the person involved is RIFd or becomes eligible for disability retirement approved by the State Teachers Retirement System.
6. In order for a teacher to be eligible for reimbursement, the following items must be on file in the Treasurer's office:
  - An official transcript of the credits or the official grade card from the class for which reimbursement has been applied, showing a grade of no lower than a "C" or "Pass" for each course for which tuition reimbursement is requested.
  - A detailed bill or other official document from the institution indicating the actual cost of tuition and breakdown of other fees.
  - Proof of payment.
7. Reimbursement shall be made within forty-five (45) days after the Treasurer has received the item described in the foregoing stipulations.
8. Tuition reimbursement will be funded by the Board as follows:

The tuition reimbursement pool shall be funded to the amount of forty-five thousand dollars (\$45,000) per calendar year and will not be carried over to the next calendar year. The reimbursement amount shall be charged to the pool based upon the first scheduled class date.

Alternative Resident Educator License teachers shall be fully funded for courses required to obtain their initial 5-year license.
9. No teacher will be reimbursed by the Board if he/she received grants, payments, or scholarships from some other source for tuition.
10. Teachers may receive a yearly maximum of five thousand dollars (\$5,000).
11. Teachers who have been approved for tuition reimbursement and who later do not enroll in the class as scheduled, are asked to notify the Superintendent as soon as

possible.

### **ARTICLE 30. COMMITTEES**

To promote communication, the Association and the Board agree to the following:

- A. The following practices will be exercised at all committee meetings:
  - 1. A designated individual will take notes of the proceedings.
  - 2. Minutes or another form of information sharing will be developed by each committee and implemented to inform staff of the content of meetings.
    - a. For instance, reports of subcommittee meetings should be published.
    - b. There must be accountability for information disseminated.
      - i. Minutes should reflect whether decisions were made, information provided or issues were discussed without final resolution.
      - ii. Prior to dissemination, all minutes shall be approved by the committee or subcommittee chairperson or chairpersons.
- B. Committees will develop avenues for input regarding changes, such as a place on meeting agendas where an opportunity for input will be provided, a place for input included on meeting minutes or some other document so that a person may fill in the space and return it to the committee.
- C. The Association will assign an individual to each committee and subcommittee. This person will report information regarding the committee and its proceedings to the Association.
- D. Regular curriculum updates and related issues that affect terms and conditions of staff members will be on the LMC agenda.
- E. The appropriate administrator(s) will announce to the staff all final major changes affecting staff members.
- F. All committee meetings will be scheduled at a time and place that will afford all members the opportunity to be in attendance.

#### Committee Stipend

Bargaining unit members holding the position of PDC Chair shall be paid an annual stipend of \$500.

## **ARTICLE 31. TRAVEL ALLOWANCE**

Teachers may be required to conduct travel in the course of performing their duties.

The Board shall pay mileage in accordance with Article 30 of this Agreement to all satellite teachers when they are required to travel to meetings, in-services, etc. scheduled at C-TEC and/or to travel between local districts during the course of their work day.

Teachers shall be compensated for actual and necessary expenditures within forty-five (45) days of submission to the Treasurer of an approved voucher for such activities or assignments.

Mileage reimbursement for use of personal cars shall be as follows:

Prevailing Internal Revenue Service (IRS) Rate.

Teachers shall be granted travel advances when the anticipated travel costs exceed one hundred dollars (\$100.00). Teachers must submit receipts and/or reimbursements fourteen (14) days after returning from such travel, along with an accounting of all monies advanced.

Should the Board pre-pay a travel expense for a teacher and/or provide a teacher with a travel advance for an event which the teacher subsequently does not attend, the teacher shall reimburse the Board for the total amount pre-paid or advanced.

## **ARTICLE 32. SEVERANCE PAY**

Under the provisions of Section 124.39 of the Ohio Revised Code, the Board will grant, upon retirement or upon separation after ten (10) years of service with C-TEC or upon separation by Reduction In Force (RIF) after four (4) years with C-TEC, severance pay for one-fourth (1/4) of the value of a certificated employee's accrued, but unused, sick leave credit up to a maximum of one-fourth (1/4) of two hundred forty days (240), plus one (1) day for each year of service over ten (10) years employment with C-TEC. Such payment shall be based upon the employee's rate of pay at the time of retirement or separation.

Payment for unused sick leave on this basis shall apply only for accrued sick leave credit earned by the employee to the time of his or her retirement or separation. Said payment will eliminate all sick leave accrued by the employee at the time of retirement or separation.

Application for severance pay must be submitted to the Treasurer no later than thirty (30) days prior to an employee's effective retirement date or date of separation from service. Separation by Reduction In Force shall be in accordance with Letter K of the Reduction In Force Article.

An employee receiving this benefit shall receive payment in one lump sum within sixty (60) days of an employee's effective retirement date.

### **ARTICLE 33. PROVISIONS FORBIDDEN BY LAW**

Issues resolved in this Agreement were arrived at in good faith and with the understanding of both parties that all provisions are in keeping with the stated statutes of the State of Ohio. If it is determined by a court of law with jurisdiction to this school district or an act of legislature that all or part of any provision is forbidden by law, that part shall be deemed null and void to the extent prohibited with the rest of the agreement remaining in effect. If a section is deemed forbidden by law as previously described and makes the rest of the provision unworkable, said action shall be reason for immediate negotiations on that provision to obtain workable provisions within the established legal structure.

### **ARTICLE 34. CONTINUOUS PERFORMANCE PROVISION**

It is agreed by the Board and Association that neither party will sponsor or encourage concerted actions such as strikes or lockouts during the life of this Agreement so long as all parties operate in keeping with the stated provisions.

### **ARTICLE 35. VACANCIES AND TRANSFERS**

1. The assignment and transfer of staff members is a function and responsibility of the Superintendent.
2. A vacancy shall be any existing or newly-created position(s) in the bargaining unit which no unit member holds and which the Board or Superintendent intends to fill. A vacancy does not include a restructured or renamed position held by the same unit member.
3. If a vacancy occurs in a certificated/licensed position, including supplemental positions, all staff members will be notified (by the e-mail system during the school year and in the mail during the summer), and be given ten (10) days in which to respond in writing notifying the Superintendent of their interest.
4. Transfers may be made to a position affected by the Reduction-In-Force Program after the position has been offered to all properly certificated/licensed teachers on the Recall List.
5. All bargaining unit members requesting a voluntary transfer shall be interviewed and given consideration in filling a vacant or new position. Said interview shall not be required if a mutually-agreeable date and time cannot be arranged within ten (10) days of the end of the posting period.
6. Should the Board desire to change any of the qualifications (i.e. certification/license, experience) for a vacant position after the position has been posted, the position must be reposted and filled in accordance with all provisions of this Article.
7. During the period of ten (10) days before the beginning of each school year, written notice of vacancies or any changes to qualifications as described in paragraph 6 will be mailed to bargaining unit members and during the period of ten (10) days after

school starts written notice shall be sent by e-mail. Interested individuals will be given five (5) weekdays in which to respond in writing to the Superintendent.

## **ARTICLE 36. LABOR-MANAGEMENT COMMITTEE**

### **PURPOSE**

The purpose and goal of the Labor-Management Committee (“LMC”) shall be to maintain open communication between the Association and the administration and to research, study and discuss relevant resolutions to mutual problems affecting labor relations.

The LMC shall not be used to avoid or bypass proper administrative channels or the chain of command nor shall the LMC be used to address any issue which is the subject of a grievance and/or an unfair labor practice charge.

### **MEETINGS**

Meetings shall be held once a month except when the co-chairpersons agree that no meeting is necessary. The dates of these meetings shall be determined by mutual agreement of the co-chairs. The meetings may be attended by up to four (4) Association members selected by the Association President and up to four (4) administrators selected by the Superintendent. The Association President and Superintendent shall each select a co-chairperson from their respective members (either or both may choose to serve as a chairperson).

The parties agree that the concurrence with actions taken by this Committee do not waive the contractual provisions of this Agreement and that any resolution that affects the wages, hours terms and/or conditions of employment must be ratified by the respective parties.

### **AGENDA AND RESPONSE TO AGENDA ITEMS**

An agenda will be mutually developed by the co-chairs prior to each meeting. If either co-chair deems an agenda item an inappropriate topic for the LMC, the item shall not be placed on the agenda. Each item on the agenda will be openly and freely discussed and action reached before proceeding to the next agenda item. Items requiring further study may be tabled. Where mutually satisfactory resolutions are not reached, the agenda item will be canceled, reverting to its proper place in the labor-management relationship – for instance, grievance procedure, negotiations, etc. A resolution may be an agreement to disagree.

Minutes will consist of date, time, place of meeting, those in attendance and absent, description of issue(s) discussed and action(s) taken. Before distribution, both parties shall review and agree upon the minutes.

Any agenda item requiring a response from the Superintendent or his/her designee shall be responded to no later than thirty (30) days after the date the issue was discussed at a LMC meeting, unless the Superintendent and Association President agree to extend the response time.



## **COMMITTEE**

When the co-chairs agree that it would be beneficial to have a committee address an issue, a committee of no more than six (6) members, with equal representation of each party appointed by the Superintendent and by the Association President, will be formed and charged with the task(s) agreed to by the committee.

### **ARTICLE 37. COMPUTER USAGE AGREEMENT**

- A. All bargaining unit members using computers at C-TEC, including use of the Internet, shall be required to sign the "Computer Usage Agreement" contained in Appendix B of this Agreement and any specific amendments thereto required by the State of Ohio, Department of Education, and/or A-site administrators.
- B. Prior to the revocation of a member's computer usage privileges for a period of five (5) or more work days, a unit member will be given an opportunity to address the charges in an administrative meeting before the Superintendent or his/her designee. At such meeting, the member will be given a written statement of the charges and will have the opportunity to address the charges, which may include the presentation of witnesses. The unit member may be accompanied by a representative of his/her choice.

### **ARTICLE 38. SICK LEAVE BANK**

The Board and the Association hereby agree to establish a Sick Leave Bank on the following basis:

- A. An enrollment period shall be established between September 1 and October 1 for each member of the bargaining unit to voluntarily donate sick leave days to a Sick Leave Bank. In order to be established, the Sick Leave Bank shall have not less than twenty-five (25) days as certified by the Association. The Sick Leave Bank shall not exceed a maximum of one hundred and fifty (150) days in any school year. The one hundred fifty (150) day maximum shall be exceeded to allow new enrollees to participate in the Sick Leave Bank. Sick leave days donated and not used in the prior school year will be carried over. Only full sick leave days shall be donated (increments are not allowed).
- B. A committee comprised of two (2) administrators appointed by the Superintendent and two (2) Association members appointed by the Association President shall administer the Bank. The Committee shall develop the approved form and shall approve applications at its discretion. The Superintendent's designee shall serve as chairperson. If the Committee denies the application, the decision may be appealed to the Superintendent. The Superintendent may require a second medical opinion at the Board's expense.
- C. Bargaining unit members who have exhausted all of their sick leave accumulation, who have developed a serious or catastrophic illness or injury, and who have contributed to the Sick Leave Bank, may request sick leave days from the Bank. A

maximum of twenty-five (25) days may be requested for a serious or catastrophic illness in the member's immediate family as defined in Article 18. Days may not be requested for elective procedures.

- D. After three (3) years of employment with C-TEC, a bargaining unit member must have had an average sick leave balance of five (5) days for each year of employment with C-TEC to be eligible to be awarded days from the Sick Leave Bank.
- E. Approved bargaining unit members shall be granted up to a maximum of twenty (20) days from the Bank, per request up to a total of forty (40) days in any school year. Days borrowed must be paid back to the Sick Leave Bank at the rate of one-half (1/2) day per month.
- F. In order to be considered for participation in the Sick Leave Bank, bargaining unit members shall provide documentation required by the Committee.
- G. In no case shall the Sick Leave Bank prevent or prolong a bargaining unit member from applying for and going on disability retirement.
- H. The Sick Leave Bank shall not be used as a means for increasing retirement compensation and/or severance pay.

### **ARTICLE 39. RESIDENT EDUCATOR PROGRAM**

- 1. The Ohio Resident Educator program is an induction program that provides ongoing support to Ohio's new teachers throughout their residency.
- 2. Mentors are selected based on the Mentor Standards for the Ohio Resident Educator Program:
  - a. Mentors demonstrate commitment to advance the professional learning and practice of Resident Educators.
  - b. Mentors design and facilitate professional development for Resident Educators.
  - c. Mentors create and foster positive learning environments for Resident Educators.
  - d. Mentors support Resident Educators' instructional and assessment practices.
  - e. Mentors develop as leaders and learners through professional growth.
- 3. To qualify for consideration, mentor candidates must meet all of the following qualifications:
  - a. Five-year Professional License or two-year Provisional License that has been renewed two or more times.
  - b. Five years of teaching experience; and

- c. Recent classroom experience within the last five years.
4. In addition to the requirements in #3 above, mentor candidates must complete the following steps:
  - a. Complete the district application process.
  - b. Be selected by the district to attend state-sponsored mentor training.
  - c. Successfully complete state-sponsored mentor training.
5. A screening committee consisting of the lead mentor and two current or former mentors shall screen all applicants. The committee shall, through consensus, select mentor applicants which it deems qualified and submit their applications to the administration. The final selection of mentors and mentor pairings are the administration's responsibility.
6. The screening committee shall promote the residency program and assist in recruiting potential members in order to have a well-established and trained pool of mentors.
7. Year 1 RE program: Mentors work with Resident Educators following the Year 1 Timeline.
  - a. Ratio for Resident Educator and Mentor shall be 1:1.
8. Year 2 RE program: Mentors work with assigned Resident Educators following a cohort, co-teaching or combination setting following the Year 2 Timeline.
  - a. Ratio for Resident Educator and Mentor shall be 3:1.
  - b. If the ratio at year 2 is smaller than the 3:1, the lead mentor will determine other responsibilities for the mentor.
9. Year 3 RE Program: Mentors shall serve as RESA (Resident Educator Summative Assessment) facilitators.
  - a. This is the responsibility of the identified "lead" mentor. There is no ratio.
10. Year 4 RE Program: There is no requirement that Resident Educators are assigned a certified mentor.
11. The Board shall provide professional leave release time for mentors and resident educators to attend meetings and for observations.
12. The communication between the mentor and the Resident Educator shall be considered confidential, except as required by law. Mentors shall not participate in the formal evaluation of a bargaining unit member.
13. Mentors shall be paid in accordance with the Article 17 of the Negotiated Agreement.

## **ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

The Association and the Board hereby agree to establish a Local Professional Development Committee (LPDC) consistent with R.C. 3319.22 as amended by SB 230 and regulations adopted thereunder.

The LPDC shall oversee and review Professional Development Plans for coursework, continuing education units, or other equivalent activities as required by law. The Committee will not administer Professional Development or Tuition Reimbursement Monies.

### **A. COMMITTEE COMPOSITION AND SELECTION**

1. The LPDC will be comprised of three (3) teacher members and two (2) representatives of the administration for a total of five (5) Committee members.
2. The three (3) teacher members shall be appointed by the Association President.  
  
The two (2) administration representatives shall be appointed by the Superintendent.
3. Vacancies shall be filled in the manner of original appointment.
4. Whenever an issue regarding an administrator comes before the LPDC, the Committee Membership shall consist of a majority of administrators. Following action on the administrator's IPDP, the Committee shall immediately return to its original composition.
5. In the event a teacher or administrative committee member is being considered for licensure renewal, that member will abstain from voting..

### **B. CHAIRPERSON**

The Committee Chairperson shall be determined by a majority vote of the Committee Members.

### **C. TERMS OF OFFICE**

Membership will consist of a two- (2) year term after the initial staggering of the teacher membership of which two (2) teachers serve a two- (2) year term and one (1) teacher serves a three- (3) year term.

### **D. MEETINGS**

1. A quorum of the Committee shall consist of no less than two (2) members appointed by the Association and one (1) member appointed by the

Superintendent.

2. Decisions shall be made by majority vote of the Committee Members present.
3. The number of meetings and the time and place of each shall be determined by the Committee.

**E. APPEAL OF A CERTIFICATION/LICENSURE DECISION**

The Bylaws of the LPDC shall include provisions for the appeal of decisions denying the approval of Individual Professional Development Plans. Said appeals process shall be in keeping with guidelines established in the state regulations governing LPDCs.

The appeals process provided in the Bylaws shall not preclude any appeals process established under state law, but must be the one first pursued.

A decision of the Committee or of anybody who hears an appeal shall not be subject, in whole or in part, to any portion of the grievance procedure set forth in the Master Agreement.

**F. LIABILITY**

Members of the LPDC shall be indemnified for action related to the proper performance of their duties as members of said Committee.

**G. COMPENSATION**

Teacher members of the LPDC shall be paid one thousand dollars (\$1,000). The committee chair and secretary shall be paid \$1,750 each. In addition, such members shall be granted one-half (1/2) release day to conduct Committee activities.

**H. MASTER AGREEMENT COMPATIBILITY**

The LPDC shall not have the authority to supersede any section of the Master Agreement between the Board and the Association.

- I. The sole purpose of a bargaining unit member's Individual Professional Development Plan (IPDP) and all supporting documents is for the upgrade and/or renewal of his/her teaching license. Any person requesting information in the LPDC files must follow LPDC guidelines on the Kiosk. The LPDC file shall be physically located in the central district office.

**ARTICLE 41. FAIR SHARE FEE**

- A. Effective the beginning of the 2011-2012 membership year, the Board shall institute the Fair Share Fee procedure contained in this Article.

**B. RIGHT TO FAIR SHARE FEE**

1. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be equal to one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

**C. SCHEDULE OF FAIR SHARE FEE DEDUCTION**

1. Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. sixty (60) days employment in a bargaining unit, or
- b. January 15

2. The Board agrees to accompany each transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

**D. PROCEDURE FOR REBATE**

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

**E. ENTITLEMENT TO REBATE**

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

**F. INDEMNIFICATION OF THE BOARD**

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten- (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliate's application to file briefs amicus curiae in the action;
4. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

**ARTICLE 42. SATELLITE PROGRAMS**

- A. A satellite teacher shall be defined as a teacher primarily assigned to a facility or a location other than the C-TEC main campus.
- B. When a satellite teacher's associate school is closed, the member shall not be required to report for work. When a satellite teacher's associate school is required to make up excess calamity day use, the teacher shall report for all make-up days.
- C. The satellite teacher shall follow all staff policies of the assigned school regarding the satisfactory operation of the program (paperwork, discipline, supervision, extra duties, etc.). Conflicts between the two schools regarding policy shall be resolved between the immediate administrator, satellite teacher and satellite school administrator.
- D. C-TEC will be solely responsible for the employment, assignment, and evaluation of satellite career-technical teachers.

- E. If there is a strike by teachers at a school district where a satellite teacher is located, the satellite teacher shall not be required to report to work. The satellite teacher will report to work at an alternative location and be assigned alternative educational responsibilities mutually agreed to between the teacher and his/her administrator.
  
- F. Satellite teachers who work more than a 184 day contract year shall be reimbursed at their regular daily rate. The reimbursement shall be made in accordance with the following:
  - 1. Annually, prior to May 31 the administrator of Satellite Programs will meet with every satellite teacher who does not automatically follow the C-TEC calendar to mutually determine his/her work schedule for the next school year. The agreed-upon calendar shall be presented to the Superintendent for final approval.
  - 2. Every reasonable effort should be made to keep a satellite teacher's work calendar within the 184 day contract.
  - 3. The teacher and administrator will discuss non-student contact days in terms of their importance and relevance to the overall program with the administrator having the final approval of the days to be added.
  - 4. Any changes to a teacher's approved calendar must be approved by the administrator of Satellite Programs. Approved changes will be presented to the Superintendent for final approval.
  - 5. Payment for days in excess of the 184 day work year will be made in one (1) lump sum no later than the second pay period in June.
  
- G. The Satellite administrator will meet with any Satellite teachers working fewer than 184 days to mutually agree upon activities and assignments to meet the 184 day minimum. Approved changes will be presented to the Superintendent for final approval.

#### **ARTICLE 43. INCLUSION**

The work assignment/schedule and service delivery model of a VOSE Teacher/ Intervention Specialist shall be developed in full compliance with the IEPs of the students he/she services.



**ARTICLE 44. ACADEMIC DISTRESS COMMISSION**

As required by ORC Section 3302.10 (P), the parties incorporate into this contract the provisions of ORC Section 3302.10 regarding academic distress commissions. ORC Section 3302.10 will have no effect on any provision of this contract unless the District would meet the requirements of state law for the Superintendent of Public Instruction to establish an academic distress commission for the District. Should the District enter into academic distress, the intent of the parties is to emerge from academic distress with this Agreement intact.

**ARTICLE 45. DURATION OF AGREEMENT**

This Agreement shall become effective July 1, 2016, upon ratification by the Association and adoption of the Board, and remain in effect through June 30, 2019, unless agreed to otherwise by the Association and the Board in accordance with negotiated procedure.

Provisions in this Agreement shall supersede and take precedence over previously negotiated provisions, related Board Policy, and related Administrative Procedures, with all other provisions affecting teachers remaining in effect for the duration of this Agreement.

By affixing our names we indicate that our respective party ratified or adopted this Agreement.

**FOR THE ASSOCIATION**

*[Handwritten Signature]* 7/25/16

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE BOARD**

*Joyce L. Maloney* 7/25/16

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C-TEC TEA INFORMAL GRIEVANCE**

DATE OF INFORMAL DISCUSSION: \_\_\_\_\_

DISPOSITION: \_\_\_\_\_

ADMINISTRATOR:

\_\_\_\_\_

GRIEVANT:

\_\_\_\_\_

**FORMAL WRITTEN GRIEVANCE**

TYPE OF GRIEVANCE: \_\_\_\_\_ Individual \_\_\_\_\_ Group \_\_\_\_\_ Association

NAME OF GRIEVANT(S): \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

ARTICLE(S) ALLEGED TO BE VIOLATED: \_\_\_\_\_

\_\_\_\_\_

DATE OF VIOLATION: \_\_\_\_\_

BRIEF DESCRIPTION OF GRIEVANCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RELIEF/REMEDY SOUGHT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEVEL I**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF LEVEL I HEARING: \_\_\_\_\_

Disposition:  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED BY THE ADMINISTRATOR: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LEVEL II**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF LEVEL II HEARING:

DISPOSITION:

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SIGNED BY THE DIRECTOR: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LEVEL III**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF LEVEL III HEARING: \_\_\_\_\_

DISPOSITION:

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SIGNED BY THE SUPERINTENDENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**LEVEL IV**

DATE SUBMITTED: \_\_\_\_\_

SIGNATURE(S): \_\_\_\_\_

DATE OF LEVEL IV HEARING: \_\_\_\_\_

DISPOSITION:

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SIGNED BY THE SUPERINTENDENT: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

C-TEC  
150 PRICE ROAD - -NEWARK, OHIO  
COMPUTER USE AGREEMENT

THE FOCUS OF THIS DOCUMENT IS ON INTERNET USAGE BUT APPLIES TO ALL COMPUTER USAGE AT C-TEC.

ALL STUDENTS, FACULTY, STAFF, CONTINUING EDUCATION STUDENTS, AND SUPPORT STAFF WILL BE REFERRED TO AS "USER" OR "USERS."

INTERNET ACCESS IS AVAILABLE TO USERS AT C-TEC.

THE GOAL OF THE C-TEC BOARD OF EDUCATION IS TO PROMOTE EDUCATIONAL EXCELLENCE IN SCHOOLS BY FACILITATING RESOURCE SHARING, INNOVATION, AND COMMUNICATION.

THE INTERNET IS AN ELECTRONIC HIGHWAY CONNECTING THOUSANDS OF COMPUTERS ALL OVER THE WORLD AND MILLIONS OF INDIVIDUAL SUBSCRIBERS. USERS MAY HAVE ACCESS TO THE FOLLOWING:

1. ELECTRONIC MAIL COMMUNICATIONS WITH PEOPLE ALL OVER THE WORLD.
2. INFORMATION AND NEWS FROM MANY EDUCATIONAL INSTITUTIONS AS WELL AS SCIENTIFIC AND GOVERNMENTAL AGENCIES.
3. PUBLIC DOMAIN SOFTWARE AND SHAREWARE OF ALL TYPES.
4. DISCUSSION GROUPS ON A BROAD RANGE OF TOPICS.
5. ACCESS TO UNIVERSITY CATALOGS, THE LIBRARY OF CONGRESS, AND ON-LINE PUBLIC LIBRARIES.

WITH ACCESS TO COMPUTERS AND PEOPLE ALL OVER THE WORLD COMES THE AVAILABILITY OF MATERIAL THAT MAY NOT BE CONSIDERED TO BE OF EDUCATIONAL VALUE IN THE CONTEXT OF THE SCHOOL SETTING. C-TEC HAS TAKEN PRECAUTIONS TO RESTRICT ACCESS TO CONTROVERSIAL MATERIALS. HOWEVER, ON A GLOBAL NETWORK IT IS IMPOSSIBLE TO CONTROL ALL MATERIALS, AND USERS MAY DISCOVER CONTROVERSIAL INFORMATION. WE (C-TEC) FIRMLY BELIEVE THAT THE VALUABLE INFORMATION AND INTERACTION AVAILABLE ON THIS NETWORK FAR OUTWEIGHS THE POSSIBILITY THAT USERS MAY PRODUCE MATERIALS THAT ARE NOT CONSISTENT WITH THE EDUCATIONAL GOALS OF OUR DISTRICT.

INTERNET ACCESS IS COORDINATED THROUGH A COMPLEX ASSOCIATION OF GOVERNMENT AGENCIES AND REGIONAL AND STATE NETWORKS. IN ADDITION, THE SMOOTH OPERATION OF THE NETWORK RELIES UPON THE PROPER CONDUCT OF END USERS WHO MUST ADHERE TO STRICT GUIDELINES. THESE GUIDELINES ARE PROVIDED HERE SO THAT YOU ARE AWARE OF THE RESPONSIBILITIES YOU ARE ABOUT TO ACQUIRE. IN GENERAL THIS REQUIRES EFFICIENT, ETHICAL AND LEGAL UTILIZATION OF THE NETWORK RESOURCES. IF A USER VIOLATES ANY OF THESE PROVISIONS, HIS OR HER ACCOUNT MAY BE TERMINATED AND FUTURE ACCESS COULD POSSIBLY BE DENIED. THE SIGNATURE(S) AT THE END OF THIS DOCUMENT IS (ARE) LEGALLY BINDING AND INDICATE THE PARTY (PARTIES) WHO SIGNED HAS (HAVE) READ THE TERMS AND CONDITIONS CAREFULLY, UNDERSTAND(S) THEIR

SIGNIFICANCE, AND AGREE TO SUCH TERMS AND CONDITIONS.

## TERMS AND CONDITIONS

1. ACCEPTABLE USE -THE PURPOSE OF NFSNET, WHICH IS THE BACKBONE NETWORK TO THE INTERNET, IS TO SUPPORT RESEARCH AND EDUCATION IN AND AMONG ACADEMIC INSTITUTIONS IN THE US BY PROVIDING ACCESS TO UNIQUE RESOURCES AND THE OPPORTUNITY FOR COLLABORATIVE WORK. THE USE OF YOUR ACCOUNT MUST BE IN SUPPORT OF EDUCATION AND RESEARCH AND CONSISTENT WITH THE EDUCATIONAL OBJECTIVES OF C-TEC. USE OF ANOTHER ORGANIZATION'S NETWORK OR COMPUTER RESOURCES MUST COMPLY WITH THE RULES THAT ARE APPROPRIATE FOR THIS NETWORK. TRANSMISSION OF ANY MATERIAL IN VIOLATION OF ANY US OR STATE LAW IS PROHIBITED. THIS INCLUDES BUT IS NOT LIMITED TO DOWNLOADING COPYRIGHTED MATERIAL TRANSMITTING THREATENING OR OBSCENE MATERIAL, OR ACCESSING, APPROPRIATING, AND/OR EMPLOYING MATERIAL THAT CONSTITUTES CONFIDENTIAL OR TRADE SECRET INFORMATION. USE OF INTERNET ACCESS FOR COMMERCIAL ACTIVITIES IS GENERALLY NOT ACCEPTABLE. USE FOR PRODUCT ADVERTISEMENT OR POLITICAL LOBBYING IS ALSO PROHIBITED.
2. PRIVILEGES - THE USE OF THE INTERNET IS A PRIVILEGE, NOT A RIGHT, AND INAPPROPRIATE USE WILL RESULT IN CANCELLATION OF THOSE PRIVILEGES. THE SYSTEM ADMINISTRATOR CAN RECOMMEND REMOVAL OF ACCESS UNTIL REVIEWED BY SCHOOL ADMINISTRATION. THE ADMINISTRATION, FACULTY, AND STAFF OF C-TEC MAY REQUEST THE SYSTEM ADMINISTRATOR TO INVESTIGATE POSSIBLE CUA VIOLATIONS.
3. NETWORK ETIQUETTE-YOU ARE EXPECTED TO ABIDE BY THE GENERALLY ACCEPTED RULES OF NETWORK ETIQUETTE. THESE INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
  - A) BE POLITE. DO NOT GET ABUSIVE IN YOUR MESSAGES TO OTHERS.
  - B) USE APPROPRIATE LANGUAGE. DO NOT SWEAR, USE VULGARITIES OR ANY OTHER INAPPROPRIATE LANGUAGE.
  - C) DO NOT REVEAL YOUR PERSONAL ADDRESS OR PHONE NUMBERS OF OTHER USERS.
  - D) KNOW THAT ELECTRONIC MAIL (E-MAIL) IS NOT GUARANTEED TO BE PRIVATE. PEOPLE WHO OPERATE THE SYSTEM DO NOT HAVE ACCESS TO ALL MAIL. THE SYSTEM ADMINISTRATOR WILL MONITOR E-MAIL. ANY MESSAGES RELATED TO OR IN SUPPORT OF ILLEGAL ACTIVITIES MAY BE REPORTED TO THE AUTHORITIES.
  - E) DO NOT USE THE NETWORK IN SUCH A WAY THAT IT WOULD DISRUPT THE USE OF THE NETWORK BY OTHER USERS.
  - F) ALL COMMUNICATIONS (INCLUDING E-MAIL) AND INFORMATION ACCESSIBLE VIA THE NETWORK SHOULD BE ASSUMED TO BE PRIVATE PROPERTY, UNLESS IT IS VERY CLEARLY MARKED AS BEING AVAILABLE FOR USE OR DISTRIBUTION.
  - G) ILLEGAL ACTIVITIES ARE STRICTLY PROHIBITED.
  - H) KEEP YOUR PASSWORD CONFIDENTIAL. DO NOT GIVE YOUR PASSWORD TO ANYONE FOR ANY REASON. YOU ARE RESPONSIBLE FOR IT AND WILL BE HELD ACCOUNTABLE.
  - I) IF YOU SUBSCRIBE TO A LIST SERVICE, PLAN ON CHECKING YOUR MAIL ON A REGULAR BASIS.
  - J) USE FOR PRIVATE OR PERSONAL BUSINESS IS NOT ALLOWED AND WILL NOT BE TOLERATED.
4. C-TEC MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE IT IS PROVIDING. C-TEC WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU SUFFER. THIS INCLUDES, BUT IS NOT LIMITED TO, LOSS OF DATA RESULTING FROM DELAYS, NON-DELIVERIES, MISDELIVERIES, OR SERVICE INTERRUPTIONS NO MATTER

HOW CAUSED. USE OF ANY INFORMATION OBTAINED VIA THE INTERNET IS AT YOUR OWN RISK. C-TEC SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES. NO USER SHALL ACCESS ANY FEE BASED SYSTEM.

5. **SECURITY-** SECURITY ON ANY SYSTEM IS A HIGH PRIORITY, ESPECIALLY WHEN THE SYSTEM INVOLVES MANY USERS. IF YOU FEEL YOU CAN IDENTIFY A SECURITY PROBLEM ON THE INTERNET, YOU MUST NOTIFY THE SYSTEM ADMINISTRATOR. DO NOT DEMONSTRATE THE PROBLEM TO OTHER USERS. DO NOT USE ANOTHER INDIVIDUAL'S ACCOUNT UNDER ANY CIRCUMSTANCE. ATTEMPTS TO LOGIN TO THE NETWORK AS A SYSTEM ADMINISTRATOR MAY RESULT IN CANCELLATION OF PRIVILEGES. ANY USER IDENTIFIED AS A SECURITY RISK OR HAVING A HISTORY OF MISUSING OTHER COMPUTER SYSTEMS MAY BE DENIED ACCESS TO THE NETWORK.
  
6. **VANDALISM-**VANDALISM MAY RESULT IN CANCELLATION OF PRIVILEGES. VANDALISM IS DEFINED AS ANY MALICIOUS ATTEMPT TO HARM OR DESTROY DATA OR TO INTRUDE IN THE NETWORK OR DATA OF ANOTHER USER, INTERNET, OR ANY OTHER NETWORK, INCLUDING THE ABOVE LISTED AGENCIES OR OTHER NETWORKS THAT ARE CONNECTED TO THE NFSNET INTERNET BACKBONE. THIS INCLUDES THE LOCAL AREA NETWORK AT C-TEC AND ANY COMPUTER OWNED BY C-TEC.

BY SIGNING THIS APPLICATION, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND WILL ABIDE BY THE GUIDELINES OUTLINED IN THE COMPUTER USE AGREEMENT FOR C-TEC. *THIS IS A LEGAL AND BINDING DOCUMENT.* ANY INFORMATION MISSING OR UNREADABLE MAY CAUSE DELAY IN THE APPLICATION PROCESS. THIS DOCUMENT MUST BE COMPLETED IN BLACK INK.

User Information	
Signature	Date
Last Name	First Name
Address	
City	State                      Zip Code
Home Phone	Work Phone
Social Security Number	Date of Birth
Parent/Guardian Information	
Signature	Date
Last Name	First Name
Relationship	Work Phone
Office Use Only	
Approval	Date
UN	CD