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MASTER AGREEMENT

BETWEEN THE

**CHILlicothe CITY SCHOOLS
BOARD OF EDUCATION**

AND THE

**CHILlicothe
EDUCATION ASSOCIATION**

August 1, 2016 – July 31, 2019

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**ARTICLE 1
RECOGNITION**

- A. The Chillicothe Board of Education recognizes the Chillicothe Education Association, an affiliate of OEA, NEA, as the sole and exclusive collective bargaining representative for all members of the bargaining unit. The bargaining unit shall be described as follows:

Included: All Certified/Licensed teaching personnel.

Excluded: Superintendent, Assistant Superintendent, Business Manager, Principals, Assistant Principals, Director of Curriculum and Instruction, Director of Special Services and Early Childhood Education, Director of Construction and Facilities, Director of Mt. Logan Educational Center, School Psychologist, Administrative Assistant for Planning and Operations, Administrative Assistant for Curriculum and Instruction, Public Relations Coordinator, Athletic Director, substitutes and tutors.

- B. This recognition shall be in effect for the duration of this agreement.
- C. Any organization wishing to challenge CEA as the bargaining agent will utilize the procedures required by Section 4117 of the Ohio Revised Code.

ARTICLE 2 PRINCIPLES

A. Attaining Objectives

Attainment of objectives of the education program of the district requires mutual understanding and cooperation between the Board and the certificated staff. Free and open exchange of views is desirable and necessary in the negotiations process, with both parties participating in deliberations leading to the determination and resolution of matters of mutual concern.

In order to facilitate the free and open exchange of views the Superintendent and administrators shall hold an "office hours" meeting on a quarterly basis with the Local Presidents, Association Leadership, and interested association members to discuss matters of mutual concern.

B. Employee Rights

It is realized that eligible certificated personnel have the right to join, participate in, and assist the Association, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

C. Individuals and Minority Organizations

Individuals and minority organizations may present their views and recommendations to the Board at regularly scheduled meetings of the Board, except that the Board shall not recognize for the purpose of collective bargaining for this bargaining unit any individual or group other than the CEA.

ARTICLE 3
SCOPE OF NEGOTIATIONS

This recognition constitutes an agreement between the Board and the Association to attempt to reach mutual understandings regarding matters related to terms and conditions of employment for eligible members of the negotiating unit.

ARTICLE 4
BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

- A. Except for those conditions negotiated, reduced to writing and agreed to in a contract under the context of this agreement and any future agreements which may be negotiated in accordance with Article 3 of this Agreement, the Board on its own behalf and on the behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of Ohio and/or of the United States and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes including, but without limiting the generality of the foregoing, the right to:
1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate, or hire employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take actions to carry out the mission of the public employer as a governmental unit.

**ARTICLE 5
PROCEDURES FOR CONDUCTING NEGOTIATIONS**

A. "Good Faith" Negotiations

Good faith involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing preconceived stands. 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 give its reasons. Good faith requires both parties to recognize negotiations as a shared process.

B. Directing Requests

Negotiations on a successor agreement may be invoked by either the Board or the Association by submission of a notice to negotiate in accordance with procedures of Ohio Revised Code 4117. Notice from the Association will be submitted directly to the Superintendent or the Treasurer of the Board. Notice from the Board/Designee will be submitted directly to the President or Executive Board of the Association. Notice to negotiate shall be submitted no later than ninety (90) calendar days prior to the expiration of the Agreement.

C. Meetings

Following submission of the notice to negotiate, the parties shall meet on mutually agreeable dates to commence bargaining. Meetings shall be scheduled to interfere the least with school schedules; however, if necessary, teacher members of the committee may be released from school duties to attend meetings.

D. Representation

The Board of Education shall designate its representative(s) who shall meet with designated member representative(s) of the Association to negotiate in good faith. All negotiations shall be conducted exclusively between said teams. The collective bargaining representatives of each party's team shall consist of no more than five (5) individuals. Each party's negotiating team shall consist of no more than five (5) individuals. The parties may each have one non-participating observer at each negotiating session.

The chairperson of each negotiating committee shall be acknowledged as the official spokesman for the committee, though all members of both committees may participate in the negotiations, and consultants may participate in all deliberation at the table. It is further agreed that the Association and the Board may each have one non-participating observer at each negotiating session.

E. Submission of Issues

Both the Board and the Association shall submit all of their proposals in writing at the first negotiations meeting. No additional proposals or issues may be submitted by either party following the first meeting except by mutual agreement of the parties.

F. Assistance

The parties may call upon competent professional and lay representatives to consider matters under discussion and to make suggestions. Educational consultants may be used in the deliberations. The expense of such consultants shall be borne by the party requesting them.

G. Study Committees

The parties may appoint joint ad hoc study committees to research, study, and develop projects, reports, and programs, and to make recommendations on matters under consideration. The committees shall report all findings to both parties.

H. Negotiation Procedures

Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, and proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters.

I. Caucus

Upon request of either party's chairperson the negotiations meeting shall be recessed to permit the requesting party a reasonable period of time to caucus.

J. Exchange of Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon request, prepared information concerning the issue(s) under consideration.

K. Progress Report

The Association and the Board agree that all negotiations shall be conducted in executive session. Progress reports may be issued by either party, except that progress reports to the news media may be issued only with the approval of both parties. News releases after the impasse procedure is concluded shall be permitted by both parties.

L. Tentative Agreement

As tentative agreement is reached on each issue, it shall be so noted and initialed by each party.

M. Agreement

When final agreement is reached, it shall be reduced to writing and, when approved by the Association and the Board and signed by the appropriate officers, it shall become a part of the official minutes of the Board and of the Association. The Association agrees to abide by the terms of Agreement and to take the necessary action to advise its members of the terms of the Agreement.

The Agreement shall not discriminate against any member of the staff regardless of membership or non-membership in the Association.

N. Impasse Procedure

If, forty-five (45) days prior to the expiration of the Agreement and after reasonable attempts to settle unresolved issues, tentative agreement has not been reached on all issues submitted to the process under these provisions, either party may call on the services of the Federal Mediation and Conciliation Service (FMCS) to help resolve the impasse. If a party calls for FMCS involvement, the other party shall join in a joint request. Mediation shall continue for fifteen (15) days following the first mediation session or fifteen (15) days following the expiration of the agreement, whichever is later except by mutual consent of the Board and Association. This is the final step in the negotiations procedure and is intended to supersede the statutory dispute resolution procedure. Following completion of the mediation process, ORC 4117.14(D)(2) and other relevant provisions thereafter shall apply.

O. Implementation and Amendment

This agreement shall become effective upon its approval by both parties and shall remain in effect for the duration of the master agreement. This agreement may be amended by negotiations conducted in accordance with the provisions contained in this agreement.

**ARTICLE 6
EMPLOYMENT**

A. Discrimination

The Employer agrees not to discriminate against any employee based upon race, color, religion, creed, national origin, sex, age, marital status, sexual orientation, gender identity and gender expression, disability, veteran status or political or union affiliation and to have due regard for employees' privacy and constitutional rights as citizens.

B. Employment of Retired Teachers

1. Salary

Retired teachers employed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The rehired retired teacher will receive years of teaching service up to seven (7) years for initial placement on the teachers' salary schedule.

2. Retired teachers rehired by the Board will receive one (1) year contracts that will automatically expire without Board non-renewal action. Positions left vacant at the yearly expiration of contracts for rehired retired teachers shall be posted according to Article 6 Section G. Said teachers will be reemployed with one year contracts if he/she receives written notification.

3. Contract of Employment

No more than 5% of the certified being made up of rehired retired teachers.

A retired teacher employed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.

4. Supplemental Contracts

Retired teachers who are employed by the Board shall be eligible for supplemental contracts but will have no seniority rights for said contracts.

5. Leaves of Absence

Retired teachers employed by the Board shall receive sick leave (including bonus) and personal leave in accordance with this Agreement. Retired teachers employed by the Board shall not be eligible for sabbatical leave. Retired teachers employed by the Board are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as found in this Agreement. In no event shall leave extend beyond the retiree's employment contract term

6. Reduction in Force/Seniority

Retired teachers employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. Retired teachers employed by the Board shall have no right to displace or bump, or any right of recall in the event of a reduction in force.

7. Evaluation Procedures

The Board will evaluate said teachers according to this negotiated contract Article 6.D.

8. Severance Pay

A retired teacher employed by the Board cannot receive severance pay from the District.

9. Sick Leave

Said teachers can accumulate sick leave but will begin his/her reemployment with the Board after retirement with zero (0) sick leave.

10. Sick Bank

A retired teacher employed by the Board cannot be a member of the sick bank contained in this contract.

11. Insurance

The Board will not provide any insurance benefits to said teachers with the exception of vision insurance. Retired teachers employed by the Board are eligible for the insurance opt out according to this contract.

12. Academic Stipend

Retired teachers employed by the Board are not eligible for academic stipend.

13. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, the terms of this article prevail and will be applied to retired teachers employed by the Board.

C. Contracts – (Limited, Continuing and Supplementals)

The Board of Education, in accordance with provision of the Ohio Revised Code, is permitted to enter into two types of written contracts with a teacher. The types are a limited and continuing contract.

1. Limited Contracts - One to Five Years Duration

Limited contracts ranging from one year in length to five years in length will be awarded by the Board according to the normal sequence outlined as follows provided all evaluations meet or exceed district expectations. The Board reserves its responsibility and right to award a one-year contract at any stage of the sequence if evaluations indicate a multi-year contract is not merited. If the multi-year contract is merited, the Board shall issue multi-year contracts in the sequence provided for herein.

If the Superintendent intends to recommend a one-year contract for any teacher eligible for a multi-year contract as provided for herein, he shall furnish specific verbal reasons for the issuance of the one-year contract to the affected teacher prior to official Board action.

- a. First Chillicothe contract - one year
- b. Second Chillicothe contract - two years
- c. Third Chillicothe contract - three years
- d. Fourth and subsequent Chillicothe contracts three to five years
- e. Supplemental contracts - one year

2. Continuing Contracts

- a. A continuing contract is a contract that shall remain in force and effect until the teacher resigns, elects to retire or until his/her contract is terminated or suspended as provided by law.
- b. Teachers eligible for continuing service status in any city, exempted village, local, or joint vocational school district or educational service center shall be those teachers qualified as described in division (D) of Section 3319.08 of the Revised Code, who within the last five years have taught for at least three years in the district or center, and those teachers who, having attained continuing contract status elsewhere, have served two years in the district or center, but the board, upon the recommendation of the superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible. In order to be eligible for a continuing contract any teacher holding a professional

educator license must also complete the educational requirements found at Ohio Revised Code Section 3319.08(B)(2)(3). (Effective January 1, 2011)

- c. When a teacher becomes eligible, during the life of a limited contract, for a continuing contract, he/she may notify the Superintendent in writing by September 1 requesting such consideration. Upon receipt of such notification, the Superintendent shall meet with the teacher to check the records to determine the teacher's eligibility for a continuing contract. If eligible, and if the teacher has had successful evaluations and an acceptable record under Article 6.P, the Superintendent shall recommend and the Board shall enter into a continuing contract with the teacher for that school year regardless of the teacher's current limited contract status. If the evaluations and Article 6.P record are not successful to the degree that a continuing contract is merited, the teacher shall retain his/her current limited contract length and shall become eligible for a continuing contract pursuant to section "d" below.
- d. A teacher who has received a professional certificate and who is teaching under an expiring limited contract shall be eligible for a continuing contract as provided under Ohio law. For teachers eligible for continuing contract status as provided for in section "d" herein the Board reserves its legal prerogative to grant one additional limited contract. The issuance of the additional limited contract, which shall be for either one or two years, shall be governed by the following procedures:
 - (1) Prior to May 10, the teacher shall be provided written recommendations directed toward such teacher's professional improvement.
 - (2) The Board of Education shall take action and shall provide to such teacher written notice of its action adopting the Superintendent's recommendation on or before June 1.
 - (3) Only one such probationary limited contract shall be granted to any teacher, and at the end of its term, such teacher will, if reemployed, be granted a continuing contract.

3. Supplemental Contracts

The provisions of this master agreement that apply to supplemental contract holders include the following: Article 6.C.1.e., Article 6.C.3., Article 6.G.1., Article 8.D., and the Index for Additional Responsibilities.

- a. Supplemental contracts shall be issued in written form, and shall contain the following:
 - (1) Supplemental duty as described in Article 8.C;
 - (2) Provision for signatures of employed person and Treasurer of the District;
 - (3) Effective dates of contract;
 - (4) Total amount of contractual salary;
 - (5) Date pay will be given to employee.
- b. Supplemental contracts will expire automatically at the end of the term of each contract.

D. Evaluation of Teachers

Teachers shall be evaluated in accordance with Ohio Revised Code Sections 3319.11 and 3319.111 and Board Policy. A copy of the Board Policy related to the evaluation of teachers shall be included in the collective bargaining agreement, in the Appendix. All evaluators shall be administrators of the Chillicothe City School District and shall be trained and credentialed as evaluators by the Ohio Department of Education.

If statutes or rules relating to the evaluation of teachers are amended or eliminated, the Evaluation Committee shall convene to consider those changes.

A teacher may provide additional information to the evaluator within ten (10) working days of the receipt of their evaluation and may request a second conference with the evaluator. Any additional information will become part of the summative record.

E. Assignment

1. Assignment of Teachers

The assignment of staff members to positions in the various schools and departments of the district shall be made by the Superintendent. In making assignments the Superintendent shall consider the following:

- a. Contribution which staff members could make to pupils in the position.
- b. Appraisal and recommendations made by the Principals.

- c. Qualifications of staff members compared to those of outside candidates both for the position which will be vacated and for the position to be filled.
- d. Opportunity for professional growth.
- e. Desire of staff member regarding assignment or transfer.
- f. Length of service in the Chillicothe City Schools.

Where the candidates are equally well qualified, as determined by the Superintendent, the vacancy shall be given to the employee currently employed by the Board. The Superintendent shall base his decision on the qualifications of candidates on section "a" through "f" above.

Annually all certificated employees shall be notified in writing of their tentative teaching assignment for the ensuing school year prior to July 1. The administration may alter the teaching assignment during the summer by giving written notice of the new assignment to the affected certificated person.

F. Transfer Procedures

A transfer is the reassignment of a secondary unit member to a different department or building, or the reassignment of an elementary unit member to a different building or grade level. A request for transfer of a unit member may be made by the unit member, by the Principal, or by both, and should be submitted in writing to the Superintendent. Such requests shall be kept on file and considered valid until September 1 of the following school year. Final action to such requests is a responsibility of the Superintendent.

- 1. All written requests for transfer will be reviewed by the Superintendent or his/her representative.
- 2. In making transfers, the Superintendent shall consider the following:
 - a. Desire of staff member regarding assignment or transfer
 - b. Evaluations and licensure/certification for the position
 - c. Length of service in the Chillicothe City Schools
 - d. Professional qualifications and teaching experience of staff members compared to those of outside candidates both for the position which will be vacated and for the position to be filled
 - e. Appraisal and recommendations made by the principals.

3. If more than one equally well qualified employee has applied, as determined by the Superintendent, the transfer shall be given to that teacher with the greatest number of years of service in the district.
4. Upon request, an applicant whose transfer request is denied shall be entitled to, if requested, a conference with the Superintendent at which the circumstances surrounding the denial will be discussed. The applicant may choose to be accompanied to the conference by an Association Representative.
5. An involuntary transfer will be made only after consultation between the teacher involved and the Superintendent or his designee. The teacher will be notified of the reasons for the proposed action. Transfers shall be made on the basis of improvement of the educational program or services. The least senior teacher with the proper licensure/certification in the department or building shall be involuntarily transferred, with the exception of teachers assigned to grades PK-3. Teachers assigned to PK-3 may be involuntarily transferred without regard to seniority at the discretion of the Superintendent.
6. In the event buildings are closed, the effected bargaining unit members will be asked to list their preference for transfer to available positions. Such preferences will be considered, however, the Superintendent reserves the right to make final decisions based upon the best interests of the district.

G. Vacancy Notices

1. Posting

Both supplemental and regular teaching vacancies will be electronically posted by the personnel office. The posting will include the vacant position by grade level and building, as well as licensure/certification required for the applicable position, a general description of duties, and the corresponding salary schedule. All postings will be posted to current staff first for a period of five (5) days and transfers will be considered according to Article 6 Section F before outside applicants are considered.

When a vacancy occurs during the second semester, the Superintendent may temporarily fill the position with a substitute employee without posting. The substitute shall be paid according to Article 6 K.1.c.

2. Closing

- a. School Year: During the school year, positions will be electronically posted for a minimum of five (5) working days prior to closing. Except for emergency postings, all postings expire at the close after a minimum of five (5) days posted.

- b. Summer Recess: During summer recess, positions will be posted electronically. These vacancies will be posted for a minimum of seven (7) working days prior to being closed.

3. Emergency

If an emergency situation exists, such as sudden resignations, retirements, deaths, or similar circumstances, the posting time requirement shall be waived. The Association President shall be notified of the waiver at the time of the posting.

4. Requests

Requests for vacancies posted are to be made in writing to the Superintendent. These will be considered for the specific vacancy requested and become void when the vacancy is properly filled. Each teacher who is interviewed for a vacancy shall be notified in writing that the vacancy has been filled.

5. Notice to Applicant

All bargaining unit members who apply for any posted vacancy shall be notified in writing if they have not been employed or transferred to the position. Said notice shall be in writing and shall be issued to the employee immediately after the Board action or transfer has occurred.

6. Posting of Administrative Vacancies

All administrative vacancies will be posted in each school. Teachers who desire to apply for such vacancies will submit their application in writing to the Superintendent/designee within the time limits specified in the posting. Posting time shall be at least five (5) working days for any administrative position. Each teacher who is interviewed for a vacancy shall be notified in writing that the vacancy has been filled.

7. Definition of a Vacancy

- a. A vacancy is defined as the creation of a new position through Board action or a decision of the Board to fill a position which may have resulted from Board/Administrative action concerning transfer, retirement, resignation, termination, non-renewal, etc.
- b. Administrative reassignments within a building or buildings where there is not a loss or gain in the total number of bargaining unit positions in the building(s) or the recall of eligible suspended unit members pursuant to 6.K (2) (d) will not be defined as vacancies.

8. Teacher Involvement on Interview Committees

- a. The involvement of teachers in the hiring process shall be at the discretion of the administrator involved. If the administrator desires to involve teachers in the interview process such involvement shall be completely voluntary on the part of the teacher.
- b. If teachers are to be involved in the interview process the administrator may choose to involve the teachers in any or all of the following steps:
 - (1) Teachers may be asked to help determine the standards or qualifications to be used in the interview process;
 - (2) Teachers may be asked to develop a list of questions for use in the interviewing of candidates;
 - (3) Teachers may be asked to interview and give their impressions of the responses given by all candidates to interview questions.
- c. Administrators shall remind all involved teachers and candidates that the final decision will be made by the Administration.

H. Termination of Contract by Board

1. Contract Termination

The termination of a contract during the term of such contract shall be only for those provisions set forth in Section 3319.16, Ohio Revised Code. All proceedings to terminate a teacher's contract shall be proceedings set forth in ORC 3319.161. The grievance procedure shall not be used as a remedy for said termination.

2. Clarification of Terms and Conditions

- a. The term "teacher" refers to all personnel covered by this agreement.
- b. Termination of a contract shall be defined as the ending by Board action of a continuing contract or a limited contract before the expiration time period specified in such contract and in accordance with 6.H (1) of this agreement.
- c. Non-renewal of contract shall be defined as a failure by the Board to issue a new contract to a teacher when the time specified in the teacher's present contract expires and in keeping with the State Statutes and 6.H of this agreement.

- d. Suspension, as used in this procedure, shall be defined as the removal of a teacher from his/her assigned duties in accordance with 6.J of this agreement.

I. Non-renewal of a Limited Contract

1. The procedures set forth in this article shall be the sole procedures utilized by Chillicothe City Schools for the non-renewal of limited contracts issued to members of this bargaining unit. This procedure will not be employed for non-renewal of supplemental contracts.
2. If the Superintendent determines that he/she will recommend a bargaining unit member serving under a limited contract be non-renewed, the Superintendent will so notify that teacher on or before May 10. Non-renewal shall be based on a teacher's formal evaluation. The Superintendent shall furnish the teacher his/her verbal reasons for said non-renewal recommendation.
3. The Board will act on the Superintendent's recommendation and will notify said teacher on or before June 1.
 - a. Notice will be effective at such time as the notification is delivered to the U.S. Postal Service or hand-delivered to the teacher.
 - b. All correspondence shall be sent by certified mail or personal delivery.
 - c. Members of the bargaining unit subject to the provisions of this article shall keep the Board informed of their current mailing address.
4. When a bargaining unit member has been notified of the Board's action, such notification shall include the reason(s) for the non-renewal.
5. The affected bargaining unit member may within seven (7) days of the Board's action request a hearing, during which he/she may show cause as to why his/her limited contract should be renewed.
 - a. The request for hearing shall be filed with the district treasurer.
 - b. The hearing will be held in executive session before a majority of the Board and others as specified in 3319.11(g) (5).
 - c. The parties to said hearing shall have the right to submit evidence, both oral and written, to support their respective positions.
 - d. Said hearing will be held within forty (40) days of Board action.

- e. The Board shall issue to the teacher a written decision within ten (10) days containing an order affirming or vacating the non-renewal action.
6. Should a bargaining unit member believe that the Board has not complied with the requirements of this section, he/she may file a grievance in accordance with provisions of this agreement, Article 11, Grievances/Complaints.
- a. Failure of the teacher to abide by procedures herein shall relieve the Superintendent and Board of all obligations under this article.
 - b. Failure of the Superintendent or Board to abide by the procedures herein shall result in the non-renewed teacher being reinstated to his/her former position or another position consistent with the teacher's certification and salary level under a one (1) year limited contract.

J. Suspension

The Board may suspend a staff member pending final action to terminate his/her contract if the Board believes that such an action is warranted by the character of the charges. Such suspension shall be in accordance with Section 3319.16 ORC.

K. Non-Renewal of Contracts of Teachers Hired to Fill Vacancies Occurring after the First Day of the Regular Contract Year for Teachers

- 1. This provision shall affect vacancies created due to the resignation, retirement, or other similar permanent departure from the school district of a teacher who was employed by the district for at least the first day of any regular contract year for teachers.
 - a. Any teacher eligible under the provisions listed in Article 6, Section L, Reduction in Force, shall be recalled. If so recalled, these persons shall assume all rights and responsibilities, and benefits of any other bargaining unit member.
 - b. If there are no teachers eligible to be recalled, the district may hire an applicant from outside the school system. Such person so hired shall be afforded all rights under the collective bargaining agreement, except that the pay schedule shall be provided as described in Section c, herein. This person assumes all responsibilities as a bargaining unit member except that the regular individual contract issued shall reflect an expiration date of no later than June 30 of the school year in which the teacher was hired. There shall be no Board of Education action required in order to

non-renew this regular individual contract, which shall automatically expire as of June 30 of the school year in which it is issued.

- c. Teachers hired pursuant to this section shall be paid in accordance with their experience on the salary schedule and shall receive all rights and benefits as bargaining unit members.
- d. Teachers hired under the above regular individual contracts shall be credited for their work days pursuant to this article for the purposes of seniority.
- e. This section shall supersede ORC 3319.10.3. Teachers hired under the above regular individual contracts shall be credited for their workdays pursuant to this article for the purposes of seniority.

L. Reduction in Force - Teachers

Reduction in Force

1. Definition of a Reduction in Force (RIF)

A reduction in force shall occur when the Board reduces or eliminates a bargaining unit position.

2. Reasons for RIF

If the Board determines it necessary to reduce the number of bargaining unit positions for: (1) Decreased enrollment of pupils in the district; (2) Suspension of schools; (3) Territorial changes affecting the district; (4) Financial reasons; or (5) return to duty of regular teachers after leaves of absence, the following procedures shall apply. During the term of this agreement, no teaching position shall be eliminated based solely on the movement of students and/or staff to new or other buildings or to grade banded building(s).

3. Procedures

a. Seniority List

The Board shall furnish a seniority list to the Association President by January 1 of every school year, and shall update that list when changes occur. The seniority list shall contain four columns for each listed name, including contract type and current teaching assignment. One column shall designate the date continuous bargaining unit service began in the school district. The other column shall list the date the bargaining unit member was hired by the Board of Education.

b. Reductions

- (1) Before any contracts are suspended due to a reduction in force, reductions will first be accomplished through normal attrition, considering retirements, voluntary resignations and death.
- (2) In making any additional reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

All teachers with an “Accomplished,” “Proficient” or “Developing” teacher performance rating, will be considered “comparable” for purposes of RIF.

- (3) As approved by law, on a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that the individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- (4) Seniority will be defined as the length of continuous service as a certificated employee under regular contract in this district.
 - (a) Board approved leaves of absence will not interrupt seniority but time spent on such a leave shall not count toward seniority.
 - (b) The following language shall apply to teachers who were in the employ of the district as of December 31, 1995. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - (i) The date of the board meeting at which the teacher was hired, and then
 - (ii) Giving preference to teachers with the greatest, if any, prior bargaining unit service in the district, and then

- (iii) Any remaining ties will be broken by lot. All affected teachers and an Association representative shall be invited to witness tie breaking procedures.
- (c) The following language shall be effective for anyone employed after January 1, 1996. If two or more teachers have the same length of continuous service, seniority will be determined by:
 - (i) The date of the Board meeting at which the teacher was hired, and then
 - (ii) Giving preference to teachers with the greatest, if any, prior bargaining unit service in the district, and then
 - (iii) Giving preference for prior experience in other districts granted on the salary schedule by the district at the time of hiring, and then
 - (iv) Giving preference to the person with the earliest birth month and then birth day.
- (5) A teacher so affected may elect to displace a teacher who holds a lower evaluation rating in another area of certification/licensure. Any such election must be within seven (7) calendar days after the teacher is notified pursuant to paragraph c(3) of this Article he/she will be affected. The actual change in teaching assignments will be accomplished through assignment and/or transfer by the Superintendent. If displacement rights are determined to violate R.C. 3319.17, this provision will be deemed invalid.

c. Notification of RIF

- (1) The Board will notify the Association in writing of an impending RIF not less than thirty-five (35) calendar days prior to Board action to implement the RIF. This notice will include:
 - (a) The reasons for the RIF;
 - (b) A list of positions affected;
 - (c) The date of Board action on the RIF;
 - (d) The effective date of the RIF.

- (2) Upon receipt of the notification, the Association may request a meeting with the Superintendent or his/her designee(s) to review the proposed RIF.
- (3) An employee to be laid off due to a RIF will be notified in writing not less than twenty-one (21) calendar days prior to Board action to implement the RIF. This notice will include:
 - (a) The reasons for the RIF;
 - (b) The date of Board action on the RIF;
 - (c) The effective date of the RIF.
- (4) A copy of each employee's layoff notice shall be forwarded to the CEA President.

d. Recall

The teachers whose continuing or limited contracts, who are not rated "Ineffective," or on an improvement plan, are suspended by the Board pursuant to this section shall have the right to restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any such teachers are or become qualified for a period of up to twelve (12) months. Continuing contract teachers shall be given preference in a recall situation. No teacher whose contract has been suspended pursuant to this section shall lose that right of restoration to service status by reason of having declined recall to a position that is less than full time or, if the teacher was not employed full time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.

For the duration of this Agreement, all teachers with an "Accomplished," "Proficient," or "Developing" teacher performance rating, will be considered "comparable" for purposes of RIF.

All teachers are required to respond in writing to notices for recall to the district office within ten calendar days. Any teacher who fails to respond within ten calendar days will forfeit all recall rights.

A teacher on the recall list will upon acceptance of notification to resume active employment status, return to active employment status with the same seniority, actual unused sick leave

accumulation and salary schedule placement as he/she enjoyed at the time of layoff, unless altered by other public employment.

It is the teacher's responsibility to notify the Superintendent of any changes in qualifications (for example, new/additional licensure, loss of licensure, etc.)

- e. The parties agree that these procedures apply only to the suspension of contracts under 3319.17 or for financial reasons. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with other lawful personnel procedures in the district.
- f. Provisions herein shall be followed prior to filling vacancies in accordance with Article 6.E, 6.F, 6.G, Assignment, Transfer Procedures and Vacancy Notices.

M. Summer School and After School Attendance Tutoring

- 1. The Board of Education will post anticipated openings for after school teaching positions prior to the close of the regular school year. All qualified applicants will be given consideration.
- 2. Teachers for after school programs shall be recommended to the Board by the Superintendent. The Superintendent will assign teachers to these programs on a rotating basis, by seniority, for each program licensure or certification is required. Program licensure or certification is required except third grade teachers and teachers with their reading endorsements will be given priority. If a teacher does not apply during any fiscal year (July 1 through June 30), the teacher will drop from the list. If the teacher subsequently reapplies, the teacher will be placed at the bottom of the rotation list. Any teacher applying for a position in these programs must use the appropriate form or they will be considered to not have applied. Any bargaining unit member who applies but does not accept a position will remain in the rotation.
- 3. Assignment to an after school teaching position shall be separate and distinct from the regular school year contract. After school assignments will be made on a contractual basis.
- 4. Those candidates who desire will be placed on an after school substitute list and paid according to the currently approved substitute hourly rate.
- 5. Bargaining unit members assigned as after school teachers (except tutoring), shall be paid on an hourly basis determined by dividing the individual teacher's regular salary, excluding supplementals and extended service, by the number of teacher duty days in the current school calendar to give the daily rate which shall be divided by seven and one fourth (7.25)

to determine the hourly rate. Tutoring shall be paid at a rate of \$23.50 per hour with one-half (½) hour prep per day outside the school day.

6. Payment for summer school duties shall be payable based on the submission of time sheets every two weeks. Other after school programs shall be paid as part of the teacher's regular monthly payroll.

N. School Nurse

School nurses shall be placed upon the Basic Teachers Salary Schedule based upon their training and teaching experience upon evidence of a proper school nurse teacher's certificate issued by the State Department of Education. The school nurses' work year shall be the same as that of regular teachers. Extended service may be assigned annually by the Board of Education. All rules, regulations and policies of the Board of Education pertaining to certificated employees shall be applicable to school nurses.

O. Personnel File

1. The Board will maintain relevant, timely, accurate and complete personnel file for each bargaining unit member.

This file shall represent the only file upon which personnel actions can be taken.

2. Teachers shall have access to all materials in their personnel files during regular office hours. Teachers may review any document prepared by the teacher, college transcripts, salary and contract notices, teaching certificates and TB or X-ray records. In addition, evaluation reports, letters, and/or other materials of which the teacher must have received a copy, and any response that the teacher has requested be attached to such letter, may be reviewed by the teacher. Anonymous letters shall not be placed in a teacher's file. Personnel records will be made available at the Board of Education office. Each teacher shall have the right, upon request, to be accompanied by their representative during said review. Each teacher shall be entitled to a copy, at no cost, of material in the teacher's file. Inspection of personnel records shall be made in the presence of a school official.

3. All teachers shall keep on file with the Superintendent:

- a. A valid teaching certificate
- b. An official, up to date transcript of credits
- c. A certification of the total number of years of public school experience

- d. All beginning teachers shall file Form A with the STRS before a paycheck may be issued.
4. All reprimands which are more than three (3) calendar years old (from the date of issue) will, upon written request of the teacher to the Superintendent, be removed from the teacher's personnel file. Any additional discipline would then begin according to the progressive discipline in this negotiated agreement. The exception to the above removal requirement would be when the most recent evaluation cites the deficiency mentioned in a reprimand currently on file. In such case, the Superintendent would retain the option of denying the request for removal.

P. Disciplinary Procedures

1. GENERAL PROVISIONS:

- a. CAUSE: No teacher shall be disciplined except in compliance with applicable provisions of this contract and Ohio law.
- b. DISCIPLINE DEFINED: For the purpose of this Article, discipline shall refer to the actions taken by management to address inappropriate activities of an employee that relate to his/her job or impact upon his/her effectiveness as a teacher.
- c. RESTRICTIONS: Discipline shall not refer to performance issues or actions taken in response to a teacher's performance as evidenced through the evaluation procedure, except as noted below, nor shall it refer to non-renewal actions taken by the Board of Education pursuant to Section 3319.11 of Ohio Revised Code.

Note: Disciplinary actions taken by the administration based on evidence through the evaluation procedure shall not be used on the teacher's evaluation except situations involving serious misconduct.

- d. "Day" or "week day" will be defined as found in Article 11, Grievance.

2. REPRESENTATION: Bargaining unit members who are subject to discipline shall have the right to representation.

3. PROGRESSIVE DISCIPLINE

- a. PROCEDURE: Formal disciplinary action taken shall be commensurate with the employee's offense. Unless the Superintendent determines that special circumstances exist to warrant a deviation of this article's four-step procedure, the following steps shall apply.

- (1) **FIRST STEP:** Verbal warning and a conference with the immediate administrator, during which the administrator will specifically notify the teacher that this step initiates the discipline procedure. The teacher shall be represented by an Association representative during this conference. A notation with the date of the warning and subject matter may be added to the teacher's file with no other details.
 - (2) **SECOND STEP:** Written warning/reprimand and conference with the immediate administrator.
 - (3) **THIRD STEP:** Suspension by the Superintendent with or without pay, written notice of such and a conference with the Superintendent.
 - (4) **FOURTH STEP:** Termination by the Board in compliance with the provision of ORC 3319.16 and Article 6 of the negotiated agreement.
- b. **DUE PROCESS GUARANTEE:** No member of the bargaining unit shall be disciplined without the completion of the due process procedure contained in Section 4.
- c. **NOTICE REQUIREMENTS FOR SUSPENSION WITHOUT PAY:** Should Section (3) above be contemplated, the teacher shall be provided written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. No member of the bargaining unit shall be suspended without pay until such member has been given reasons as to why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

4. DUE PROCESS PROCEDURE

- a. Due process shall be in accordance with the following and shall be applicable to any discipline found in Section 3 beginning at the second step of Article 6, Section P.3.a.(2).
- (1) **NOTICE OF ALLEGATIONS AND CONFERENCE:** A written notice setting forth the allegations which, if substantiated could result in disciplinary action, shall be sent to the employee by certified mail or by personal service. Said notice shall include the time and place of a conference to discuss said allegations. The CEA President shall be given a copy of said notice. This notice must be sent within fifteen (15) working days of when the Board or its agents knew of the incident that is subject to this discipline action.

- (2) CONFERENCE: The conference to discuss the allegations shall be attended by the teacher, the Association's representative(s) and the Board of Education's representative(s). Said conference shall be held no later than five (5) working days following the teacher's receipt of the notice of allegations or at a time and place mutually agreed upon by the parties.
 - (3) NOTIFICATION OF DISPOSITION: The teacher and the Association President shall be notified by certified mail or personal service of the disposition of the matter no later than ten (10) working days after the conference as indicated in 6.094.12. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.
 - b. IMMEDIATE SUSPENSION: In cases of immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.
 - c. PRIVACY OF PROCEEDINGS: Except as provided in this Article, no teacher shall be formally reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.
5. TERMINATION: The grounds and procedure for the termination of a teacher's contract shall be in compliance with the provisions of ORC 3319.16.

**ARTICLE 7
TEACHER RESPONSIBILITIES**

A. Extra Duties

1. During the School Day for Teachers

Every teacher is expected to perform certain duties in addition to his/her schedule of classes during the school day for teachers. These duties shall be assumed by all teachers, including teachers who carry on extra duties for extra pay, and will be distributed and rotated among them as equitably as possible.

Teachers in the elementary school programs may not be rotated through all extra duty assignments due to the absence of traveling teachers and specialist that are not available to be included in a building rotation.

2. Beyond the School Day for Teachers

- a. Extra duties, excluding those for which supplemental contracts are issued that are scheduled beyond the school day for teachers shall first be staffed on a voluntary basis.
- b. Teachers may be assigned extra duty assignments, excluding supplemental positions, beyond the school day for teachers. If there is an insufficient number of volunteers, the Principal shall assign teachers to perform extra duties as needed. Assignments will be rotated as equitably as possible throughout the school year. Teachers who serve more than one school shall be assigned extra duties equitably with those teachers who serve only one building.
- c. There shall be no assigned duties during holiday or vacation periods, except on a voluntary basis.
- d. There shall be no assigned duties off school property, except on a voluntary basis. Teachers shall be assigned only at their home schools, and only at one school.
- e. There shall be no assignment made to an activity where Chillicothe City School District students are not participants in the activity except on voluntary basis.

B. Absence from Duty

1. Approved Reasons for Absence

Each employee of the Board of Education shall attend faithfully the duties of his position and shall not be absent therefrom except for good and

sufficient reasons authorized by this agreement or approved by the Superintendent.

2. Notification of Absence

An employee who is absent or expects to be absent from duty shall notify the responsible school Principal or Supervisor as early as possible, and such notification shall be given in advance unless conditions beyond the control of the employee make such notification impossible. Teachers who find they are unable to be present to discharge their assigned duties shall notify the building administrator the evening prior to the day of their impending absence. If it is necessary to call a substitute teacher in the morning, the building administrator shall be notified as early as possible, but at least one (1) hour before the commencement of the teacher workday. In all cases the substitute teacher is to be secured by the administration.

3. Reporting Reason for Absence

Whenever an employee is absent, the employee shall complete a notification of absence immediately.

4. Pay Deduction for Unauthorized Absence

An employee who is absent from his or her assigned schedule of duties, except for reasons covered in this agreement, shall be subject to pay deduction for the time so missed; unless he or she has been regularly excused by the Superintendent in advance.

C. Student Discipline

The Board and the Association shall follow the Board's adopted policy on school discipline. The teacher responsible for maintaining effective classroom discipline shall be supported by appropriate administrative action consistent with Board policy on discipline. Students who engage in behavior that warrants out-of-school suspension shall not return to the classroom until the suspension has been completed. At any curricular or extracurricular activity held at a time when an administrator is not in attendance, the teacher may call on law enforcement agencies if removal of persons from school premises is necessary for the protection of persons and/or property.

D. Work Year

All certificated employees shall be expected to report for duty on all days designated as either student days or teacher days on the current school calendar as adopted by the Board of Education.

Employees with extended service shall observe the regular school calendar plus the extended service as determined by the Superintendent.

The school year shall consist of 185 days designated as follows:

- 2 days During the first two days of school for teachers only, four (4) hours, on one of these days, shall be allocated for administration-scheduled meetings not to exceed four (4) hours excluding travel time. The agenda shall be received by mail two (2) weeks in advance of the first day of school year for teachers.
- 1 day One day for teachers only to be designated as the district in service day.
- 1 day One day for teachers only to be held at the end of the first semester. The total time allocated for building/department/special area meetings shall not exceed one hour except for choice of individuals involved.
- 1 day One day for teachers to be held on the last day of the school year principally for teachers to complete all necessary records and reports. The total time allocated for building/department/special area meetings shall not exceed one hour except for choice of individuals involved.
- 180 days One hundred eighty (180) days with pupils in attendance for classroom instruction. The last school day for student instruction shall be five and one half (5 1/2) hours elementary schools and six (6) hours and fifteen (15) minutes for middle schools and the high school. The teacher day for the day before Thanksgiving recess, the day before spring break, and the day before Christmas recess shall be no longer than five (5) hours and forty (40) minutes in the elementary and six (6) hours and ten (10) minutes in the middle school and high school. The building Principals shall establish start and stop times consistent with the provisions contained herein.

185 Total Days

Teachers will not be required to make up, up to five (5) days that school is closed for public calamity. If needed, up to three (3) additional days of instruction will be provided by digital lessons or Blizzard Bags, in accordance with the ORC.

E. Teacher Work Day

The regularly scheduled work day for all teachers shall not exceed seven and one fourth (7 1/4) hours including a one half (1/2) hour duty free lunch period.

Teachers will have two hundred minutes of personal planning time per week per five-day work week, prorated for shorter weeks.

Upon request, teachers will be expected to help the building Principal provide for the safety and welfare of the students during the periods when the teacher is not regularly scheduled to be working with pupils.

F. Meetings

1. Professional Meetings and School Visitations

All employees of the Board of Education are encouraged to participate in activities related to District/Building Continuous Improvement Plans as well as other professional activities as well as activities related to District/Building continuous improvement plans. Payment or partial payment of employee's expenses incurred in attendance and the salaries of substitutes shall be carried as an in-service training item in as far as the budget permits. Request for permission to attend professional meetings must be made electronically and approved by the Principal of the building and the Superintendent in advance. The Superintendent or designee may require the employee to file a written report on the conference or visitation.

2. Job Related Meetings and/or Activities

Any teacher absent from regularly assigned teaching duties due to district wide activities as a part of the teacher's job shall report the absence electronically. No teachers shall be absent from classrooms due to district or building meetings one (1) week before any type of state or federal mandated testing. Administrators shall not be absent from building for district or outside district meetings during testing.

3. Parent Teacher Conferences

Teachers shall be available for parent/teacher conferences after the school day for those which have been arranged at least 48 hours in advance.

4. System Wide Meetings

A maximum of two (2) meetings requiring the system wide faculty shall be held during the school year. The meetings shall be called at least two (2) school days in advance and a written agenda for such meetings shall be made available to each teacher at least one (1) day prior to each meeting. The meeting shall not be strictly limited to the time on the agenda.

None of the foregoing restrictions apply in case of emergency. Any meeting of the system wide faculty called to discuss an emergency situation shall be limited solely to a discussion of the emergency and shall

not constitute one of the two (2) faculty meetings which may be held during the school year.

5. Building Meetings

Building meetings called by the respective building principals shall be attended by all teachers within the particular school. Such meetings shall conclude within sixty (60) minutes. A teacher will not be required to attend the meeting if he/she is excused by the Principal that called the meeting. Items of an urgent nature or as a result of recent developments may be added to the agenda by the Principal at the meeting. Written advance notice of building meetings shall be given to each teacher at least two (2) school days before the meeting. A tentative agenda of the meeting shall be made available to all staff members prior to the meeting. None of the foregoing restrictions on building meetings apply in case of an emergency. An "emergency situation" shall be defined as one that requires immediate attention, and one that has arisen within twenty-four hours prior to the date of the meeting. Any building meeting called to discuss an emergency situation shall be limited solely to a discussion of the emergency.

G. Pupil Teacher Provisions

1. Requiring Materials and Fees

Teachers may not require of students the purchase of instructional materials, such as workbooks, supplementary textbooks, etc., beyond those on the official school supply list, except as approved by the building Principal or Superintendent. No unauthorized student fees may be collected.

2. Classification of Pupils

Teachers shall be responsible for grading students in accordance with Board policy. Any changes in recorded grades shall be the responsibility of the Administration.

3. Tutoring

No teacher shall tutor for pay any regularly assigned pupil in his or her class unless approved by the Superintendent.

H. Mentoring and Entry Year Teacher Program/Resident Teacher Program

1. General Provisions

a. There shall be a four-year Resident Teacher Education Program adopted by the Chillicothe Education Association and the Chillicothe Board of Education.

- b. The Ohio Resident Educator Program is a four-year program of formative assessment and mentoring support that will culminate in the completion of a statewide summative and Performance-based assessment.
- c. The Resident Educator Program is enacted through 2009 HB 1 legislation. The Resident Educator's program aligns with Ohio's Standards for the Teaching Profession, Ohio's Standards for Resident Educators Program, Ohio Continuum of Teacher Development and Ohio Teacher's Evaluation System.
- d. Formative written data/communications that result from the implementation of this program shall be the property of the Resident Educator. Annual Summative Assessment information will be provided to the RE Coordinator so that RE data may be entered into Connected Ohio's Records for Educators (CORE).
- e. Data/communications from the Resident Educator program shall not be used as individual teacher evaluation information. All discussions between the mentor and the teacher shall be confidential. The RE is responsible for collecting and maintaining artifacts and evidence that will be used to inform the summative assessment.

2. Selection/Assignment of Teacher Mentors

- a. Mentors must have a five-year Professional License.
- b. Mentors must complete all training required by the Ohio Department of Education (e.g., Resident Educator Mentor Academy Day 1 and Day 2 and Mentor Refresh).
- c. They must have recent classroom experience within the last five years.
- d. The Superintendent and/or his/her administrative designees shall select mentor teachers in accordance with mentoring criteria established through *Ohio's Mentor Standards for Ohio's Resident Educator Program*.
- e. The administration shall distribute a form allowing teachers to apply to be a mentor teacher for the following school year.
- f. Participation as a mentor teacher shall be a voluntary commitment for a one-year period. The Superintendent or his/her administrative designee may request that a mentor resign if the mentor and entry teacher relationship is not compatible.

3. Resident Educator Regulations

- a. All new teachers in their first four years of teaching shall be required to participate in Resident Educator Program. Teachers that have previous experience from another state or long-term substitute experience may be able to waive some or all of residency program if their qualifications meet Ohio's requirements for waiver. Amount of time for the waiver will be determined by the Office of Teaching Profession at Ohio Department of Education.
- b. RE's that successfully complete the summative assessment and Performance based assessment may do so within three years and transition to a professional license.
- c. RE's that are unable to successfully complete the summative assessment and/or Performance based assessment during the four-year residency program may be provided an additional year of mentoring if the district administration determines that the circumstances warrant. It is the responsibility of the RE to successfully complete all activities in the RE program, collaborate with their mentor, report any difficulties to the RE Coordinator, and transition to their professional license. The district is not responsible for employing RE's that do not successfully complete the requirements and transition to a professional license within the four-year residency program unless extenuating circumstances are found to exist.

4. Released Time:

- a. Mentors shall be provided up to seven (7) days of release time to work with RE's to complete the requirements for the RE program. The release days may not be consecutive or occur immediately before or after any school break. Release time may be needed to complete the RE portfolio, for collaboration, and formative and summative assessments. Every attempt will be provided to allow for common planning time between the RE and Mentor.
- b. Resident Educators shall have up to seven (7) days of released time to collaborate and complete their portfolio with their mentor, for observations of master teachers, RE in-service meetings and trainings, or programs deemed necessary by their mentor, the RE Coordinator, and their principal. The release days may not be consecutive or occur immediately before or after any schools break. Every attempt will be provided to allow for common planning time between the RE and Mentor.

5. Attendance at Training Sessions

- a. The district shall pay for mentor training for teachers that desire to become credentialed mentors in Ohio's Resident Educator Program. This will include cost for training and travel expenses to training. Such money shall not be taken from the Tuition Reimbursement fund in Article 9.E.
- b. Trained mentors who are selected for one-to-one mentor assignments for the year shall be paid \$500.00 upon completion of that year as mentor per resident educator.
- c. Collaborative Cohort Mentors (Lead Mentor) that are mentoring a 2, 3, and/or 4-year resident educator collaborative cohort group shall be paid \$500.00 per group plus \$125.00 for each RE in the cohort.
- d. Teachers selected as mentor teachers, at their option, may and are encouraged to attend additional Mentor Training provided by Ohio Department of Education as approved by the Superintendent or Resident Educator Coordinator.

I. Master Teacher Committee

There shall be a Master Teacher Development Committee (MTC) established in the Chillicothe City School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review the documentation, and approve the distinction of master teacher for all certified employees of the district.
2. The committee shall be composed of nine (9) members: seven (7) teachers and two (2) administrators. Terms shall be for two (2) years each, except that initial selection of four (4) teachers and two (2) administrators shall be selected for three (3) year terms.
3. CEA shall select teacher members from a group of current Master Teachers.
4. The Superintendent shall select administrative members.
5. The MTC shall meet on a regular basis, as needed, and shall adopt its own regulations for meetings.
6. The committee shall operate under relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a certified staff member may appeal the decision of the MTC.

7. If any MTC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.
8. The Board shall provide the funds needed for the MTC to function in an effective manner. Compensation and/or release time shall be provided to members of the MTC to complete the necessary functions in compliance with the law.
9. If any additional legislation is passed that conflicts with this article, this agreement shall be modified to comply with Ohio Revised Code by joint approval of the Board and Association.
10. The Master Teacher Committee members shall be paid \$25 per hour but not more than \$850 total for work performed, including training outside of the school day, each school year. Release time may be given as needed by the Superintendent or designee.
11. Members of the MTC must become Master Teachers to serve on the MTC. Those bargaining unit members shall receive three (3) Continuing Education Units (CEUs) for serving on the MTC in addition to any compensation for years served on the MTC.
12. Each bargaining unit member who acquires the distinction of Master Teacher shall receive \$600 per year in each of the first two years they are identified as Master Teachers. Any bargaining unit member who is National Board Certified shall not be able to receive both the MT stipend and the National Board stipend. MTC members will receive any stipend due that bargaining unit member in addition to any compensation for serving on the MTC. Stipends are to be paid not later than the first pay in March each year.
13. Any bargaining unit members who become Master Teachers shall be awarded three (3) CEUs upon becoming Master Teacher designated. A bargaining unit member who becomes a Master Teacher and then serves on the MTC committee in the same year could receive six (6) CEUs.
14. Any teacher earning Master Teacher designation will receive one (1) additional personal day in the initial Master Teacher designation year.
15. If this entity should have a name change, the new name shall be recognized and honored by this contract.

J. Building Leadership Team/Committees

The formulation and implementation of building level Building Leadership Teams” or committee(s) formed directly or indirectly by the Building Leadership Team(s) shall be subject to the following conditions:

1. A teacher’s assignment to such team or committee shall be voluntary.
2. A teacher’s resignation from such team or committee shall be permissible at any point.
3. A teacher’s selection for such team or committee shall be by principal initiated request.
4. No action of the Building Leadership or committee shall supplant any negotiated provision; nor shall it interfere with any function of the sole and exclusive bargaining agent and/or the Board.
5. A stipend will be paid on a quarterly basis for meetings, at the rate of \$50/meeting, not to exceed \$250 per school year.

K. Dual Credit

1. The teacher of record shall be a qualified bargaining unit member, one per core academic subject. Assignment as a teacher of record, shall be on a voluntary basis and shall be posted according to this contract. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this dual credit assignment.
2. Teachers of record shall be compensated per diem up to twenty (20) hours of work outside the workday for a course worth one (1) high school credit. This compensation shall be prorated for any course worth more or less than one (1) high school credit. Any work done on conference/planning time shall be compensated according to this contract. A teacher will provide timesheets describing work outside the school day to the Treasurer to be paid at year end.
3. Mileage shall be paid in accordance with Article 9, Paragraph F, “Board Paid Mileage.”

L. Credit Flex

1. The teacher of record shall be a bargaining unit member. Assignment as a teacher of record shall be on a voluntary basis and shall be posted according to this contract. If no qualified bargaining unit member volunteers to perform as teacher of record, the Superintendent may assign

the work to a qualified bargaining unit member. This shall be done on a rotation basis of seniority providing the teacher has been successful in this assignment of credit flex.

2. Teachers of record shall be compensated per diem up to twenty (20) hours of work outside the workday for course worth one (1) high school credit. This compensation shall be prorated for any course worth more or less than one (1) high school credit. Any work done on conference/planning time shall be compensated according to this contract. A teacher will provide timesheets describing work outside the school day to the Treasurer to be paid at year end.
3. Mileage will be paid in accordance with Article 9, Paragraph F, "Board Paid Mileage."

M. Release Time for IEPs

Special Education teachers/intervention specialists, who have the responsibility of developing and writing individual education plans (IEPs) shall be given one (1) release day per semester for the purpose of developing and writing IEPs. Additional days of release time may be granted by the Superintendent.

**ARTICLE 8
COMPENSATION**

CHILLICOTHE CITY SCHOOLS – BASIC TEACHER SALARY SCHEDULE

EFFECTIVE August 1, 2016
Base Salary (BA, 0 Experience) = \$35,181

EXP	BA	BA+150	MA	MA+15	MA+30
0	35,181	38,382	40,634	41,514	42,921
1	38,347	40,177	42,569	43,624	45,032
2	39,930	41,971	44,504	45,735	47,143
3	41,514	43,765	46,439	47,846	49,253
4	43,097	45,559	48,374	49,957	51,364
5	44,680	47,354	50,309	52,068	53,475
6	46,263	49,148	52,244	54,179	55,586
7	47,846	50,942	54,179	56,290	57,697
8	49,429	52,736	56,114	58,400	59,808
9	51,012	54,531	58,049	60,511	61,919
10	52,596	56,325	59,984	62,622	64,029
11	54,179	58,119	61,919	64,733	66,140
12	55,762	59,913	63,854	66,844	68,251
13	57,345	61,707	65,788	68,955	70,362
14	58,928	63,502	67,723	71,066	72,473
20	59,984	64,557	68,779	72,121	73,528
25	61,039	65,613	69,834	73,176	74,584

EFFECTIVE August 1, 2017
 Base Salary (BA, 0 Experience) = \$36,061

EXP	BA	BA+150	MA	MA+15	MA+30
0	36,061	39,343	41,650	42,552	43,994
1	39,306	41,182	43,634	44,716	46,158
2	40,929	43,021	45,617	46,879	48,322
3	42,552	44,860	47,601	49,043	50,485
4	44,175	46,699	49,584	51,207	52,649
5	45,797	48,538	51,567	53,370	54,813
6	47,420	50,377	53,551	55,534	56,976
7	49,043	52,216	55,534	57,698	59,140
8	50,666	54,055	57,517	59,861	61,304
9	52,288	55,895	59,501	62,025	63,467
10	53,911	57,734	61,484	64,189	65,631
11	55,534	59,573	63,467	66,352	67,795
12	57,157	61,412	65,451	68,516	69,958
13	58,779	63,251	67,434	70,680	72,122
14	60,402	65,090	69,417	72,843	74,286
20	61,484	66,172	70,499	73,925	75,367
25	62,566	67,254	71,581	75,007	76,449

EFFECTIVE AUGUST 1, 2018
Base Salary (BA, 0 Experience) = \$36,782

EXP	BA	BA+150	MA	MA+15	MA+30
0	36,782	40,129	42,483	43,403	44,874
1	40,092	42,005	44,506	45,610	47,081
2	41,748	43,881	46,529	47,817	49,288
3	43,403	45,757	48,552	50,024	51,495
4	45,058	47,633	50,575	52,230	53,702
5	46,713	49,509	52,598	54,437	55,909
6	48,368	51,384	54,621	56,644	58,116
7	50,024	53,260	56,644	58,851	60,322
8	51,679	55,136	58,667	61,058	62,529
9	53,334	57,012	60,690	63,265	64,736
10	54,989	58,888	62,713	65,472	66,943
11	56,644	60,764	64,736	67,679	69,150
12	58,299	62,640	66,759	69,886	71,357
13	59,955	64,516	68,782	72,093	73,564
14	61,610	66,392	70,805	74,300	75,771
20	62,713	67,495	71,909	75,403	76,874
25	63,817	68,598	73,012	76,507	77,978

CHILLICOTHE CITY SCHOOLS

INDEX TO THE BASIC TEACHER SALARY SCHEDULE

EXP	BA	BA/150	MA	MA+15	MA+30
0	1.000	1.091	1.155	1.180	1.220
1	1.090	1.142	1.210	1.240	1.280
2	1.135	1.193	1.265	1.300	1.340
3	1.180	1.244	1.320	1.360	1.400
4	1.225	1.295	1.375	1.420	1.460
5	1.270	1.346	1.430	1.480	1.520
6	1.315	1.397	1.485	1.540	1.580
7	1.360	1.448	1.540	1.600	1.640
8	1.405	1.499	1.595	1.660	1.700
9	1.450	1.550	1.650	1.720	1.760
10	1.495	1.601	1.705	1.780	1.820
11	1.540	1.652	1.760	1.840	1.880
12	1.585	1.703	1.815	1.900	1.940
13	1.630	1.754	1.870	1.960	2.000
14	1.675	1.805	1.925	2.020	2.060
20	1.705	1.835	1.955	2.050	2.090
25	1.735	1.865	1.985	2.080	2.120

A. Salary Schedule Classification

1. The classification of teachers for the purpose of salary schedule placement shall be as follows:

B.A. Shall be teachers with a Bachelor's Degree from an accredited college or university

B.A./150 Shall be teachers with a Bachelor's Degree and a total of 150 semester or 225 quarter hours from an accredited college or university.

Masters Shall be teachers with a Master's Degree from an accredited college or university.

M.A.+15 Shall be teachers with 15 additional semester or 23 quarter hours earned after the Master's Degree. These hours shall be in a Doctoral program approved by the Superintendent or shall be any appropriate hours with the approval of the building Principal and the Superintendent.

M.A. + 30 Shall be teachers with 15 additional semester or 23 quarter hours earned after the Master's + 15 column. These hours shall be in a doctoral program approved by the Superintendent or shall be any appropriate hours with the approval of the building principal and the Superintendent.

2. Required Notification of the Change of Classification

If additional training qualifies a teacher to move from one column to another, written notice of such training shall be filed with the Superintendent prior to September 15 or prior to February 1. An official transcript of the work shall be filed with the Superintendent before September 15 to claim the earned increment on the schedule at the beginning of the school year, payable beginning no later than the second pay in October, and by February 15 to claim the earned increment on the schedule for the first day of the second semester of the current school year, payable beginning no later than the second pay in March. Notification shall consist of filing the completed form with the Superintendent's office in addition to filing the transcript of credits.

3. School Librarians

Librarians in charge of secondary school libraries who hold the degree of Bachelor Library Science, which requires one year of special library training after receipt of a Bachelor of Arts or Science Degree shall be placed on the Master's Degree salary level.

B. Prior Experience Credit

Experience credit on the schedule shall be limited to the number of years an individual has worked in public elementary and secondary schools or in accredited private or parochial schools under contract with a Board of Education, except as noted in paragraph 2 below, and to credit for military service. The maximum experience credit shall be ten (10) years. Beginning with the 1984-85 school year, a year of teaching experience shall be no less than 120 days in one school year as a regular or substitute teacher. A year of military service shall be not less than eight (8) continuous months of active service in the Armed Forces of the United States.

On recommendation of the Superintendent, prior experience credit may be allowed for full time teaching (a) in a college or university at the instructor level or above, (b) in a school operated under the supervision of the U.S. Office of Education or of a State Department of Education, and (c) for teaching experience which, in the judgment of the Superintendent, is the equivalent of these, including a possible combination of active service in the armed forces and teaching service which have not heretofore been awarded as prior experience credit. It shall be the responsibility of the employee to furnish written evidence of such teaching experience. All prior experience credit allowed under this paragraph shall be subject to approval, by resolution, of the Board of Education.

C. Positions of Additional Responsibility

1. The salary for each position listed shall be computed by multiplying the current base salary specified in Article 8.00 by the index number listed for the supplemental position. The Board is not required to offer and/or fill any supplemental position listed referenced herein.
2. Years of experience do not need to be continuous.
3. The position of coordinator/Elementary K-5 Media/Library involves a number of activities that will involve release time during the work day, and the Board guarantees that the necessary amount of release time will be made available on a sign in, sign out basis for this coordinator.
4. Supplemental Committee

No later than March 1 a Committee shall be convened to review the current structure, index, job duties, the creation and/or amendment of positions, and other relevant topics covering the supplemental salaries as listed herein. The committee shall be comprised of not more than four (4) persons appointed by the Board and not more than four (4) persons appointed by the Association.

Association representatives to this committee shall be responsible for reviewing the supplemental provisions and making recommendations about any revisions they feel are necessary to the CEA.

Board representatives to this committee shall be responsible for reviewing the supplemental provisions and making recommendations about any revisions they feel are necessary to the Board.

If discussions by the committee lead to possible changes in the current Master Agreement, then bargaining shall occur at a mutually agreed time.

Creation of any supplemental contract unilaterally by the Board shall not be instituted with compensation until the amount of compensation is agreed to through the Association and Board. If the committee is unable to agree, the Superintendent shall make the final decision. No existing supplemental position shall be modified except through agreement between the Association and Board.

5. Linkage of Certain Supplemental Contracts with Teaching Assignments

- a. The Combination of certain regular teaching contracts and certain supplemental contracts shall be inseparable for the duration of the teacher's employment in the district, so long as the Board offers such supplemental contracts:

<u>TEACHING CONTRACT</u>	<u>SUPPLEMENTAL</u>
CHS Band Teacher	CHS Marching and Stage Band
Middle School Band Teacher	Middle School Band Director
CHS Strings Teacher	CHS Orchestra Director
Middle School Strings Teacher	Middle School Orchestra
CHS Choral Teacher	Director of Concert/Symphonic Choirs
CHS Choral Teacher	CHS Cavalites
Middle School Choral Teacher	Director of Middle School Choirs
CHS Journalism Teacher	CHS Arrow Yearbook Advisor
CHS Journalism Teacher	CHS Cavalier Newspaper Advisor

- b. Teachers currently employed as of the effective date of this contract who are not currently holding the needed supplemental contract will be held harmless.
- c. The combination of said contracts will not apply when there are verifiable health reasons that make such combinations impossible.
- d. Such combination of supplemental with a teaching assignment will not make the teacher ineligible to be considered for supplemental contracts not connected with his/her teaching contract.
- e. Vacancies with respect to supplemental contracts that are linked with teaching assignments need not be posted when vacant so long as the teaching position is posted.

6. Creation of New Positions of Additional Responsibility

Positions of Additional Responsibility which the Board and/or Association want to create and/or amend during a time regular negotiations are not in progress (mid-term) shall be bargained between the Board and the Association. If such bargaining discussions on the creation/amendment of Positions of Additional Responsibility do not lead to agreement, no creation/amendment shall take place until or if such changes are effected through regular negotiations. Bargaining may be opened upon written request from one party to the other party in either or both of the months of November and May. Any change bargained shall be effective for August 1 of the school year in which it is implemented.

INDEX FOR ADDITIONAL RESPONSIBILITIES 2011-2012

	INDEX	INDEX	INDEX	INDEX	INDEX	INDEX
POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
CHILLICOTHE HIGH SCHOOL						
Asst Athletic Director	\$5,419	\$8,070	\$8,483	\$8,797	\$9,111	\$9,425
Strength and Conditioning Coord. - DISTRICT	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Strength and Conditioning Coord. – FTBL	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Faculty Manager	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Athletic Trainer	\$7,540	\$7,697	\$7,855	\$8,012	\$8,169	\$8,326
Football Equipment Manager	\$3,456	\$3,613	\$3,770	\$3,927	\$4,084	\$4,241
Field House Equipment Mgr – Herrnstein	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Coordinator of Field Preparation - Herrnstein	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Coordinator of Field Preparation – Vickers MTL	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Head Football Coach	\$6,284	\$6,598	\$6,912	\$7,226	\$7,540	\$7,855
Asst Football Coach, Varsity	\$3,456	\$3,613	\$3,770	\$3,927	\$4,084	\$4,241
Asst Football Coach, Reserve	\$3,456	\$3,613	\$3,770	\$3,927	\$4,084	\$4,241
Asst Football Coach, 9 th	\$3,456	\$3,613	\$3,770	\$3,927	\$4,084	\$4,241
Asst Football Coach, No Preseason	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Head Soccer Coach	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Asst Soccer Coach,	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Soccer Preseason	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Head Basketball Coach	\$6,284	\$6,598	\$6,912	\$7,226	\$7,540	\$7,855
Asst Basketball Coach, Varsity	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Basketball Coach, Reserve	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Basketball Coach, 9 th	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Basketball Coach, No Scouting	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Basketball Scouting	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728

POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
Head Baseball Coach	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Asst Baseball Coach, Varsity	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Asst Baseball Coach, Reserve	\$1,885	\$2,042	99	\$2,356	\$2,513	\$2,671
Asst Baseball Coach, 9 th	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Head Track Coach	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Asst Track Coach	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Cross Country Coach	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Cross Country Coach, combining 2 teams	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Head Wrestling Coach	\$4,713	\$4,870	\$5,027	\$5,184	\$5,341	\$5,498
Asst. Wrestling Coach	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Golf Coach	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Asst. Golf Coach	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Tennis Coach	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Asst Tennis Coach	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Head Volleyball Coach	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Asst Volleyball Coach, Reserve	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Asst Volleyball Coach, 9 th	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Supv Cheerleaders - Fall	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Supv Cheerleaders - Winter	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Asst Supv Cheerleaders - Fall	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Asst Supv Cheerleaders - Winter	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Asst Reserve Supv Cheerleaders - Fall	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Asst Reserve Supv Cheerleaders - Winter	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Asst Supv MS Competition Squad, - Fall	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Asst Supv MS Competition Squad, - Winter	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
HS Cheer – Competitive	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Head Softball Coach	\$3,770	\$3,927	\$4,084	\$4,241	\$4,399	\$4,556
Asst Softball Coach, Varsity	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Asst Softball Coach, Reserve	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671

POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
Head Swimming Coach	\$2,828	\$2,985	\$3,142	\$3,299	\$3,456	\$3,613
Attendance Counselor	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Pupil Supervision - Parking Lots	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513
Director of Activities	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Director of Activities	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Supv of Auditorium Facilities	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Supv of Auditorium Facilities	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Dramatics Director	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Technical Director, Dramatics	\$3,142	\$3,299	\$3,456	\$3,613	\$3,770	\$3,927
Asst Technical Director, Dramatics	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Senior Class Production	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Vocal Music Accompanist	\$5,027	\$5,184	\$5,341	\$5,498	\$5,655	\$5,812
Musical, Director of Vocal Music	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Musical, Director of Instrumental Music	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Musical, Director of Drama	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Revue Director	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Children's Play	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Quiz Bowl, Director	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Quiz Bowl, Asst. Director	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Director of Marching and Stage Bands	\$5,341	\$5,655	\$5,969	\$6,284	\$6,598	\$6,912
Asst Band Director	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Asst Band Director, Percussion	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Asst Band Director, Flags	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Orchestra Director	\$1,885	\$2,199	\$2,513	\$2,828	\$3,142	\$3,456
Pep Band Director	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Director, Concert and Symphonic Chorus	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Director, Cavalites	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Student Council Advisor	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Arrow	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
CAVS News Staff	\$2,199	\$2,356	\$2,513	\$2,671	\$2,828	\$2,985
Cavalier	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042

POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
Student Activities Advisor	\$503	\$534	\$566	\$597	\$628	\$660
National Honor Society	\$503	\$534	\$566	\$597	\$628	\$660
National Art Honor Society	\$503	\$534	\$566	\$597	\$628	\$660
National French Honor Society	\$503	\$534	\$566	\$597	\$628	\$660
National Spanish Honor Society	\$503	\$534	\$566	\$597	\$628	\$660
Tri-M Music Honor Society	\$503	\$534	\$566	\$597	\$628	\$660
Beta Club	\$503	\$534	\$566	\$597	\$628	\$660
Thespian Club	\$503	\$534	\$566	\$597	\$628	\$660
Science Club	\$503	\$534	\$566	\$597	\$628	\$660
French Club	\$503	\$534	\$566	\$597	\$628	\$660
Junior Classical League	\$503	\$534	\$566	\$597	\$628	\$660
Spanish Club	\$503	\$534	\$566	\$597	\$628	\$660
Key Club	\$503	\$534	\$566	\$597	\$628	\$660
Multi-Cultural Scholarship	\$760	\$798	\$838	\$880	\$924	\$970
Chinese New Year Production	\$760	\$798	\$838	\$880	\$924	\$970
A.F.S. Club	\$503	\$534	\$566	\$597	\$628	\$660
Freshman Class Advisor	\$503	\$534	\$566	\$597	\$628	\$660
Sophomore Class Advisor	\$503	\$534	\$566	\$597	\$628	\$660
Junior Class Advisor	\$503	\$534	\$566	\$597	\$628	\$660
Mock Trial	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Senior Class Advisor	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885
Department Coordinators						
Business Education	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Other Departments	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Art	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
English/Speech	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Foreign Language	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Guidance and Testing	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Mathematics	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Science	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Social Studies	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Special Education	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Health and Physical Education	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Music	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042

POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
MIDDLE SCHOOL						
Coordinator of Athletics	\$5,399	\$5,556	\$5,713	\$5,870	\$6,027	\$6,184
Asst Coordinator of Athletics	\$2,385	\$2,542	\$2,699	\$2,856	\$3,013	\$3,171
Asst. Football Coach, 7th	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
Asst. Football Coach, 8th	\$2,513	\$2,671	\$2,828	\$2,985	\$3,142	\$3,299
MS Soccer Coach	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Asst. Basketball Coach, 7 th	\$2,828	\$2,985	\$3,142	\$3,299	\$3,456	\$3,613
Asst. Basketball Coach, 8 th	\$2,828	\$2,985	\$3,142	\$3,299	\$3,456	\$3,613
Asst. Basketball Coach, No Scouting	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Asst. Track Coach, 7 th	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Asst. Track Coach, 8 th	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Cross Country Coach	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Wrestling Coach	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Asst Tennis Coach, Spring (Boys)	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Asst Tennis Coach, Fall (Girls)	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Asst. Volleyball Coach, 7 ^{th*}	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Asst. Volleyball Coach, 8 ^{th*}	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
*If the same individual accepts both coaching positions, the rate is:	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Supv Cheerleaders, 7 th & 8 th	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Intramural Director	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Department Coordinators(Sm)/Team Leaders(Mt L)	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Coordinator, Student Council	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Director, Middle School Orchestra	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Director, Middle School Band	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Director, Middle School Choirs	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356
Director, Middle School Dramatics	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Middle School Quiz Bowl Coach	\$628	\$660	\$691	\$723	\$754	\$785
Power of the Pen	\$628	\$660	\$691	\$723	\$754	\$785

POSITION	0-2 Years	3-4 Years	5-6 Years	7-8 Years	9-10 Years	11-12 Years
ALL SCHOOLS						
System-wide Coordinators						
Guidance Services	\$1,257	\$1,414	\$1,571	\$1,728	\$1,885	\$2,042
Art	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Music	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
Library Media K-5	\$1,885	\$2,042	\$2,199	\$2,356	\$2,513	\$2,671
School Community Relations (11 month position)	\$6,284	\$6,598	\$6,912	\$7,226	\$7,540	\$7,855
Bus Pupil Supervision	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
School Patrol	\$943	\$1,100	\$1,257	\$1,414	\$1,571	\$1,728
Head Teachers – Building without Assistant Principals	\$1,000	\$1,061.63	\$1,125.25	\$1,186.88	\$1,248.51	\$1,312.13
Director, Elementary Orchestra	\$1,571	\$1,728	\$1,885	\$2,042	\$2,199	\$2,356

Friday/Saturday In-School Suspension
Elementary Overnight Trips

\$13.95 per hour
\$100 per night

Elementary Music Teacher

A \$75.00 stipend per each evening program required with a maximum of two (2) programs in each building per year, shall be paid to those teachers performing such duties. Payment shall be made within thirty (30) days after submission of a request by the teacher.

Payment shall be made the next regular payroll after duties are fulfilled and a submission of a request by the teacher. Where a supplemental is awarded, and it is determined that no supplemental duties need to be performed, supplemental compensation will not be paid. If a supplemental is awarded, and supplemental duties are only partially fulfilled, the supplemental will be paid on a pro-rated basis, as determined by the Supplemental Committee.

D. Substitute Pay for Regular Teachers

1. The Board of Education recognizes that upon occasion a certificated staff member may be required to waive his/her planning/counseling period to assume the responsibility of teaching or supervising students of another teacher in lieu of a substitute teacher or monitor. In addition, any teacher who is required to take an absent teacher's students in addition to his/her regular classroom which would exceed the normal classroom enrollment shall receive pay in accordance with this provision.

2. In addition, any teacher who is required to supervise students in the absence of elementary art, music, or physical education teachers shall receive pay in accordance with this provision. Eligibility for such pay shall become effective beginning the second time such service is required.
3. Such service shall be required by the Principal or his assistant after reasonable effort has been made to obtain a substitute. Such requested assistance shall be made on a rotating basis throughout the staff related to availability.
4. Payment for such required service shall be made to the certificated staff member at his/her hourly rate of pay, with one hour equaling one class period in the secondary schools or one hour in the elementary schools.
5. It shall be the responsibility of the certified staff member to report such service for payment on the proper form to the Building Principal within the applicable payroll period.
6. A regular teacher supervising a student teacher should not be required to assume the duties of substitution for an absent teacher. Should this occur, the regular teacher shall be paid the daily rate of pay in addition to his/her regular salary.

E. Payment of Salary

1. Members of the certificated staff shall be paid in twenty-four (24) equal installments.
2. All certificated personnel shall have their payroll checks direct deposited into their bank of choice and will receive a paper copy of check stub information or electronically.
3. The salary of any certificated employee who resigns, or for any reason does not complete the school year shall be computed and paid on the basis of the ratio of the number of days he/she has actually worked to the total number of school days the employee is required to work.

F. Payroll Deduction

1. The Treasurer shall make payroll deductions upon receipt of signed employee authorization for the following areas:

Conseco Insurance Cancer Aid Program
Tax Sheltered Annuities (upon completion of plan enrollment)
Hospitalization/Major Medical/Life Insurance
Dental Insurance
Credit Union

Fund for Children and Public Education (FCPE) (If at least 10 bargaining unit members sign up by October 1 of any given contract year)
United Way

2. If any of these deductions as listed in this section changes, the name of the entity the new name will be recognized and honored for Article 8 Section G.
3. The Board agrees to deduct membership dues of the Association, its unified affiliates and other affiliated organizations in the manner prescribed below:
 - a. The Association will inform each of its members and prospective members of the voluntary nature of his/her authorization for deduction(s) including the prescribed procedure utilizing said authorization and the provisions and procedures for revoking an authorization.
 - b. The Association agrees to distribute and collect prescribed authorization forms from members of the bargaining unit. The Association agrees to provide the prescribed authorization forms to the teacher.
 - c. The Association President or Treasurer shall submit all new signed authorization forms to the Treasurer of the Board by October 10 of each year. Unless revoked in keeping with procedures contained herein, an authorization will continue from year to year. The Board's Treasurer shall deduct dues in ten (10) equal installments. Any member of the bargaining unit who has authorized said deductions may revoke his/her authorization by notifying the Board's Treasurer on a form prescribed by the Board and the Association by October 10 of any school year.
 - d. Any teacher employed after October 1, shall be eligible for payroll deduction in the manner described herein. Deductions shall be made in equal installments beginning with the first month of employment and ending with the July paycheck.
 - e. Within fourteen (14) calendar days following completion of each deduction payroll, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Chillicothe Education Association".
 - f. By October 10 of each year, the Association will notify the Board's Treasurer as to the total amount to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer. The amount to be deducted may not be changed more frequently than once each twelve (12) months.

- g. If a member's employment is terminated or authorization is revoked after October 10, the balance of dues not deducted during that school year will be deducted from the final payroll check in the case of termination, or from the next payroll check in the case of revocation.
- 4. Payroll deduction changes for insurance(s) as a result of a switch from single to family coverage may be made at any time during open enrollment periods specified by the carrier. At other times the unit member may apply to switch, but acceptance depends upon the carrier's acceptance of the change. The change shall be effective upon acceptance by the carrier.
- 5. The CEA shall indemnify the Board and hold it harmless against any and all suits and claims that may arise from compliance with this Article.
- 6. Any teacher may make changes in tax sheltered annuity deductions up to two times per school year.

G. Deductions of Salary

In computing deductions for all absences of certificated staff for which deduction in pay is made, the basis shall be the daily rate based on the number of days in the work year on which the employee is required to be present; figures as follows:

$$\begin{aligned} \text{Total Annual Salary divided by Work Days} &= \text{Per Diem} \\ \text{Per Diem} \times \text{Deductible Days} &= \text{Deduction Amount} \end{aligned}$$

H. Extended Service

Actual days and hours of work for summer school and/or extended service duty shall be formulated prior to the end of the regular school year. After this initial assignment, change to actual days/hours of work may be made upon mutual agreement of the unit member and his/her immediate supervisor.

I. Tax Sheltered Annuities

Bargaining unit members are permitted to participate in a tax sheltered annuity program through a payroll deduction plan according to the following rules and regulations.

- 1. Insurance companies used by bargaining unit members must conform to IRS regulations and be licensed to do business in the State of Ohio.
- 2. No new company will be accepted unless five (5) or more regular employees of the Board, including non-certificated employees, elect such company.

3. In compliance with IRS Publications #571, the following regulations will apply:
 - a. The annuity salary reduction agreement may be terminated at any time for salary not yet earned.
 - b. Federal law governing annuity agreements for non-profit bodies limits the number of insurers per employee to one (1) insurer.
4. Information that must be filed in the Treasurer's office is as follows:
 - a. Salary Reduction Agreement: The effective date shall be the first day of the month for which the salary reduction is applied to the premium.
 - b. A copy of the Retirement Annuity Application form of the insurance company showing the beginning date of the premium and the amount of the monthly premium must be filed.
5. At the time of retirement, a bargaining unit member may elect to have annuity deduction(s) made from the member's severance pay.
6. Premiums will be deducted in twelve (12) equal installments.
7. Premiums will be limited to a minimum of \$25.00 per month.
8. All additional accounting policies as specified in Board Policy File: DLB entitled, Tax Sheltered Annuities shall be complied with.

J. National Board Certified Teachers

The Board will provide an annual bonus stipend of \$2,000 to teachers who have become National Board Certified prior to December 1 of the school year. Teachers becoming National Board Certified after December 1 will not be eligible for a stipend that school year. Said stipend will not affect the teacher's placement on the salary schedule. Said teacher must be employed for the entire school year to be eligible for the stipend, which will be paid in June. A copy of the National Board Certification must be received by the treasurer's office not later than May 31 in order for the payment to be made in June. Once a copy is submitted, it does not need to be resubmitted in subsequent years. If a National Board Certified teacher retires prior to the last day of the school year, said teacher will receive the full stipend amount only if he/she has worked at least 120 days during the school year. If the retiring teacher worked the full 1st semester, but less than 120 days, the teacher will be eligible for a \$1,000 stipend, providing that all necessary certification documents are on file in the treasurer's office prior to the retirement.

**ARTICLE 9
FRINGE BENEFITS**

A. Health Insurance

The Board of Education shall offer a high-deductible group health insurance plan with an associated health savings account.

1. Eligibility for Coverage

Such coverage shall be available to all those unit members employed on a contract of at least .50 or more full time equivalent (FTE) whose pay is based on the certificated salary schedule who elect it. Only one family premium would be paid by the Board per family unit.

2. Payment of Premiums

a. The Board contribution for these benefits shall be limited to 85% of the monthly payment of the individual premium and 85% of the monthly family premium for all eligible full time unit members who elect such coverage. Full time is defined as a unit member employed on a two thirds or .67 or more of a full time equivalent (FTE) contract.

b. Unit members employed on a contract of .50 but less than .67 shall receive 50% of the full time benefits provided in 9.01(3)(A) above.

3. The deductibles for the Plan will be \$2,600 single and \$5,200 family.

4. The Board will contribute a total of 60% of the deductible (single or family) in years 2016-2017 and 2017-2018, and 55% of the deductible (single or family) in year 2018-2019, into a health savings account on behalf of the eligible, active employees, annually, to help offset the deductible. Board contributions will be made in pro-rated installments in January, June and August. In the event an employee exhausts the funds prior to the deposit of the Board's next payment, the employee may request an acceleration of the Board's next payment. Only amounts payable in the same plan year may be accelerated. After verification from the health insurance carrier, the Superintendent shall approve the accelerated payment. If the health insurance carrier is unable or unwilling to provide verification, the employee's request shall be granted.

5. Carrier

Carrier will be determined by the Board; however, no change of carrier will take place without prior discussion with the Association. Benefits, coverage, and eligibility requirements shall be equal to or better than the

previous carrier as defined in the Certificate of Coverage unless the Board and the Association agree otherwise.

6. The health insurance program of Chillicothe City Schools shall meet all the best practices as articulated in law and by the School Employers' Health Care Board as of June 5, 2011.
7. Cards with contact numbers to deal with problems directly related to plan coverage will be provided to each Chillicothe City School bargaining unit member.
8. Health Insurance Opt-Out Incentive Plan

Any employee who declines to take the Board offered health insurance plan will be compensated \$2,400 for employees who are eligible for a family plan and \$1,200 for employees only eligible for a single plan. If husband and wife are both district employees and one selects family coverage the other employee shall be considered as having opted out on single plan coverage and shall receive the \$1,200 compensation. Members who would be otherwise eligible shall be considered as having opt out on family plan coverage and shall receive \$1,200 compensation with single coverage. If at least forty (40) members participate, the members eligible for opt-out above will be compensated \$2,000.00 annually.

The following attributes are included in this program:

- a. In order to qualify for this compensation the employee must make a request in writing to the Treasurer and state that they have health insurance coverage through their spouse or elsewhere. Eligible employees must complete twelve (12) continuous months of non-coverage (September 1 through August 31) before they become eligible for the opt-out payment. The written request must be made by August 1 of each school year and is offered each year that the employee declines coverage. Payment for the opt-out incentive will be included in the affected teacher's regular August 20th pay.
- b. The Board agrees to pick up employees on Board provided coverage within thirty (30) days of written request by the employee indicating a voluntary or involuntary loss of coverage elsewhere. Coverage under the Chillicothe plan shall be retroactive to the date of loss of prior coverage elsewhere provided that the employee makes the election for coverage under the school district's plan within thirty (30) days from the date of the event.
- c. If an employee chooses number two (2) anytime within the employed year, then all alternative compensation provided by this article will be denied.

- d. New employees hired after August 1 who choose the opt-out shall be granted the incentive on a pro-rated basis.
- e. Any employee who has requested opt-out and leaves the district due to retirement prior to August 31 shall be granted the incentive on a pro-rated basis.

Insurance Committee

The Insurance Committee will be trained during the term of this contract with Association members being named by the Association and Board members being named by the Board. The Association and Board shall be able to bring consultants as needed. The committee shall be a consultative and educational body for the parties and shall have no bargaining powers.

B. Life Insurance

The Board shall provide group term life insurance in the amount of \$43,000. The full cost of this program shall be paid by the Board.

C. Dental Insurance

The Board of Education shall provide eligible full time members (i.e., .67 or more FTE) with the following program of benefits consisting of fully Board paid individual premiums and 89% of the family premium or 50% of the full time benefit for part time unit members employed on a .50 or more FTE contract for the following benefits:

1. Base Plan Benefits

<u>Covered Expense</u>	<u>Individual Deductible (Per Calendar Year)</u>	<u>Family Deductible (Per Calendar Year)</u>	<u>Coinsurance Amount</u>
Class I	None	None	100%
Class II			80%
Class III	\$25	\$50	60%
Class IV			60%

To encourage early detection of dental disease and to allow all participants a benefit from the plan each year, the deductible is waived and 100% of the Reasonable and Customary charges will be paid for all Class I Services.

Calendar Year Maximum (for all Class I, II, & III expenses) - \$1,500 per person

Orthodontic Lifetime Maximum (for all Class IV expenses) - \$2,000 per person

2. Summary of Coverages

Class I Preventive & Diagnostic - 100%

- Routine Oral Exams - once every 6 months
- Teeth Cleaning - once every 6 months
- Fluoride Treatments - once every 12 months
- Emergency Pain Treatments
- Space Maintainers
- Diagnostic X-Rays
- Tests and Lab Exams

Class II Basic Restorative - 80%

Fillings - Amalgams, Silicate, Acrylic
Root Canal Therapy
Treatment of Gum Disease
Repair of Bridgework & Dentures
Extraction and Oral Surgery
General Anesthesia only if medically necessary

Class III Major Restorative - 60%

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 - 60%

Full Banded Orthodontic Treatment
Appliances for Tooth Guidance
Appliances to Control Harmful Habits
Retention Appliances - Not in connection with full banded treatment

Note: Orthodontic benefits are not subject to an annual deductible.

D. Vision Insurance

The Board of Education shall provide the following program of benefits consisting of Board paid premiums, per individual employee, equivalent to a single premium up to a maximum of \$8.50 for the following benefits:

1. Plan Basics: The plan allows an exam, a pair of lenses and a frame once every twelve or twenty-four months as shown below. Contact lens allowance replaces benefits for lenses and frame. Exam and materials deductibles, if any, are also shown below along with premium rates.
2. Deductibles:
 - a. Exam \$10 deductible
 - b. Basic lenses (single, bifocal, trifocal) \$10 deductible
3. Participating Provider or Panel Schedule of Benefits: Reimbursement is made directly to the participating provider. Exams and basic lenses with no lens extras are covered in full after the deductibles are paid, if any. "Basic lenses" means one pair of single vision bifocal or trifocal lenses in glass or plastic. Frames are covered up to the allowance, after deductibles are paid. The materials deductible does not apply to contact

lenses and frames received during the same visit are subject to one materials deductible only.

Retail Frame Allowance:	\$ 80.00
Elective Contacts (in lieu of eyeglasses only):	\$130.00
Medically Necessary Contacts:	Covered (w/approval)
Covered Extras:	Pink #1 & #2 Solid Tints Ground-in Prisms

4. Indemnity or Non-Panel Schedule of Benefits: Reimbursement made directly to the member based on submitted paid receipts. Deductibles apply and lenses are per pair.

(See complete vision plan for all details)

Examination	\$35.00	Trifocal Lenses	\$50.00
Single Vision Lenses	\$25.00	Lenticular Lenses	\$80.00
Bifocal Lenses	\$40.00	Frames, up to:	\$30.00

Contact Lenses (in lieu of eyeglasses only):

Cosmetic Contacts	\$80.00
Necessary Contacts	\$160.00

E. Tuition Reimbursement

1. The Board will provide reimbursement for tuition (to include tuition cost per credit hours only), to teachers who attend an accredited institution up to a maximum of six (6) semester hours at a rate of \$200.00 per semester hour per Tuition Reimbursement. In order to be eligible to receive tuition reimbursement, the following criteria must be met:
 - a. The course must be related to the field of education and must have prior approval of the superintendent or his designee. The superintendent or his designee may approve other courses at his discretion if they are approved by the LPDC and are related to the individual, district and/or building continuous improvement plan.
 - b. All courses must be at the graduate level when available.
 - c. A teacher must successfully complete the coursework with a grade "B" or better. In the case of a pass/fail option, the teacher must take the course for a letter grade, if possible.
 - d. The maximum budgeted amount of funds allocated per school year shall be \$55,000.00 (\$27,500.00 per Tuition Reimbursement Period). From this fixed amount, individual teachers taking approved course work shall be reimbursed up to a maximum of

\$200.00 per semester hour. The teacher taking approved courses may be reimbursed for up to a total of six (6) semester hours or nine (9) quarter hours per Tuition Reimbursement period. Any part of the total fixed amount remaining after the Tuition Reimbursement period has ended will be returned to the general fund unallocated balance. Funds allocated for Tuition Reimbursement will not accumulate.

If the total amount of semester hours being requested for reimbursement (when multiplied by the maximum semester hour reimbursement contained in this section) exceeds the total amount of funds available in the Tuition Reimbursement the following procedures will be used: The total amount of allocated funds will be divided by the total amount of semester hours being requested to arrive at a reduced prorated reimbursement rate.

- e. There will be two Tuition Reimbursement Periods per year. The first period will include classes that end between July 1 and December 31. The second period will include classes that end between January 1 and June 30.
- f. Disbursement of funds will occur after March 1 for the first Tuition Reimbursement Period and after October 1 for the second Tuition Reimbursement Period. Payment will be forfeited if deadlines are not met.
- g. Approval to take a course will be granted teachers who have turned in an application. A Tuition Reimbursement request must be submitted to the Personnel Office prior to the end of the Tuition Reimbursement period within which the classes are taken.

Funds will be allocated to teachers based on the number of credit hours earned after the teacher verifies completion of the course with an official transcript and proof of fees paid.

- h. A teacher can apply for and receive Tuition Reimbursement if he/she is receiving a grant stipend to enroll in the same training program or course for amounts in excess of the grant with documentation provided.
 - i. The teacher must remain employed for one (1) full school year after reimbursement, or the teacher shall be responsible for repaying 100% of the reimbursement. Any amount due may be withheld from the teacher's last pay.
2. The deadline for receipt of transcripts, proof of tuition, and all paperwork needed for payment will be 60 days after the end of each Tuition Reimbursement period.

F. Board Paid Mileage

The Board of Education shall pay, upon approval of the Superintendent, a mileage allowance at the current Board approved rate, for travel to and from required or approved meetings. Such allowance to cover actual distance traveled to and from the meeting and to be paid only to those actually operating cars to and from the meeting and submitting the designated form.

Employees who use their personal vehicles for required travel within the district on official school business, approved in advance by the Superintendent, shall be reimbursed at the current IRS rate.

G. Severance Pay

Severance Pay at the Time of Retirement

Each unit member shall be entitled to severance pay at the time of retirement. The calculation of said severance pay shall be based on the employee's accumulated but unused sick leave.

The provisions for such payment shall be:

1. That said employee qualifies for retirement in the State Teachers Retirement System of Ohio or the School Employees Retirement System of Ohio.
2. That the effective beginning date of said retirement shall be within 90 days of said employee's last day on the payroll.
3. The calculation of severance pay shall be based on the employee's accumulated sick leave. To be eligible for severance pay, a teacher shall have at least five (5) years of accrued service with the State of Ohio, or any if its subdivisions prior to severance being made for those days. Teachers with five (5) years of service, as described, will be paid severance calculated at thirty-five percent (35%) of up to two hundred ten (210) accumulated days.
 - Teachers with ten (10) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred twenty-five (225) accumulated days.
 - Teachers with fifteen (15) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred thirty (230) accumulated days.
 - Teachers with twenty (20) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred forty (240) accumulated days.

- Teachers with twenty-five (25) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred fifty (250) accumulated days.
- Teachers with thirty (30) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred sixty (260) accumulated days.
- Teachers with thirty-five (35) years of service with the Board will be paid severance calculated at thirty-five percent (35%) of up to two hundred seventy (270) accumulated days.

Any payment of severance retirement from unused accumulated sick leave will eliminate any further claim to severance payment from the Board. Any bargaining unit member who has retired from another district and is hired by this Board will not be eligible for severance, but shall earn and receive sick leave as any other bargaining unit member to be used only as sick leave.

4. Written "Notice of Eligibility for Severance Pay" shall be given to each employee deemed eligible under Board of Education Policy. Said employee shall within 120 days after receipt of such notice, elect either a transfer of unused sick leave or a severance payment. Failure of the employee to apply for either option within that time will cause the Board of Education to make such severance payment.
5. If a bargaining unit member who has completed a minimum of ten (10) years of service in the district dies while employed in the Chillicothe School System, his/her severance benefit shall be calculated as if retirement had taken place at the time of death, and shall be paid to the deceased bargaining unit member's estate.

H. STRS Pickup

Consistent with the provisions of Internal Revenue Service Rulings 77 462, 81 35, and 81 36, effective August 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby. The dollar amount to be picked up by the Board:

1. Shall equal the then current percentage amount of the teacher's mandatory STRS contribution;
2. Shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82 097;
3. Shall be included in computing final average salary;

4. Shall not be reported by the Board as subject to current Federal and State income taxes;
5. Shall be reported by the Board as subject to city income taxes;
6. Shall not affect the calculation of a teacher's daily rate of pay for any purpose whatsoever, including making salary adjustments because of absence, calculating severance pay, or in reporting teacher authorized credit information to financial institutions.

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations, with respect to the "pickup" in combination with other tax deferred compensation plans.

If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this article of the Agreement shall be declared null and void.

I. IRS Section 125 Insurance Premium Payments

The Board shall provide to the extent available under the Internal Revenue Code and Regulations (Section 125) for the payment of unit members' health insurance premium contributions on a pre-tax basis. This "125" provision is solely for the purpose of reducing current tax for unit members and will remain in effect so long as IRS laws and rules remain substantially unchanged.

J. Tuition Waiver for Children of Staff

1. Any non-resident, regular employee of the Chillicothe City Schools may enroll, tuition-free, his/her natural, adopted, or step-children, or any blood-related child(ren) of whom the employee has guardianship or custody, or has a child in his/her care who could attend the District tuition-free under the circumstances outlined in ORC 3313.64, within the following restrictions:
 - a. Application for admission, using the tuition waiver admission form, must be made by August 1 or within two weeks of the date of hire of the employee, whichever is later.
 - b. The educational program most appropriate for the child must already exist as a program in the Chillicothe City School District.
 - c. The Board will not provide any transportation outside the district, or beyond previously existing regular bus routes.

- d. Any child who causes repeated and/or severe disciplinary problems that result in suspension and/or expulsion may be permanently excluded by decision of the Superintendent
2. Open enrollment provisions of the district shall not be used as a basis for excluding any child who otherwise qualifies for participation in this program.
3. The employee shall also make application for open enrollment as well as applying for this tuition waiver.

ARTICLE 10 LEAVES

A. Sick Leave

1. Cumulative Sick Leave

Each bargaining unit member shall be entitled for each completed month of service to sick leave of one and one fourth (1 1/4) work days, to a total of 270 accumulated but unused days.

All new full time employees who have no previous sick leave credit shall each be credited with five (5) days sick leave on the first day of the first month of service and all other full time employees who have not accumulated a total of five (5) days shall, on the first day of their first month of service for that year, be credited with sufficient number of days of sick leave to bring the total days of sick leave for each employee to five (5) days. The days of sick leave credited to any employee at the beginning of the term of service, are in lieu of the one and one fourth (1 1/4) days of sick leave accrued for each month of service, and only at the discretion of the Superintendent shall additional credit for sick leave be granted to any employee until such employee has earned an amount of sick leave credit at the rate of one and one fourth (1 1/4) days for each completed month of service, in excess of the number of days sick leave credited at the beginning of each term of service. If an employee ends employment using advanced sick leave and not earning same during any year, the employer shall have the per diem amount deducted for said unearned sick leave from the last pay check issued by the Board.

2. Transfer of Sick Leave

Sick leave previously accumulated as an employee of another Ohio School District or other agency of the State of Ohio may be transferred upon employment and credited to the employee as provided in this agreement. It shall be the responsibility of the employee transferring accumulated sick leave to the Chillicothe City School District to have a certified record of such unused sick leave filed with the Treasurer.

Total accumulated sick leave may be transferred from the Chillicothe City Schools to another Ohio School District or other agency of the State of Ohio at the request of the former employee.

3. Use of Sick Leave

Employees may use sick leave, upon approval of the responsible administrative office, for absence due to personal illness, injury, pregnancy, or exposure to contagious disease, and illness or death in the employee's immediate family. The employee's immediate family shall

include husband, wife, children, father, mother, brothers, sisters, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, other relative living in the employee's household, or any member of the family clearly serving in the same relationship to the employee as any of those specified.

An employee shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy, and recovery therefrom and any temporary disability resulting therefrom as any other temporary disability for all job related purposes, including commencement, duration and extensions of leave.

4. Holidays in Relation to Sick Leave

When holidays, or other days when school is not in session, approved by the Board of Education are included in the period of absence due to illness, such days shall not be charged against the accumulated sick leave.

5. See also Section 10.M, Adoption Leave

6. Funeral Leave

An employee may use up to three (3) days of accumulated sick leave for the purposes of bereavement and/or attending the funeral or related service for family members not defined as immediate family in Article 10.A (3). The superintendent may approve additional days due to unusual or extenuating circumstances.

B. Sick Leave Bank

1. Each certificated staff member may contribute one day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each certificated staff member upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

2. Committee Composition

Two CEA members, one of whom shall co-chair
The Superintendent or Assistant Superintendent, who shall be co-chair
One building level administrator or Treasurer
The CEA President will break any ties.

3. Operation of the Bank

a. Establishment

- (1) Each certificated staff member may contribute one day of his/her accumulated sick leave to the sick leave bank during the enrollment period. The enrollment period will be from August 20 through September 14. New teachers hired with sick leave credit after the school year has commenced will have two weeks to enroll. The donated day is not returnable. New teachers hired with no sick leave credit shall automatically be enrolled without contribution of days for the first year of service.
- (2) During the year, additional days may be donated by bank members upon the agreement of the sick leave bank committee.

b. Operational Procedures

- (1) Loans from the sick leave bank will be limited to those individuals who have contributed to the bank.
- (2) A loan will be limited for the use of days for personal illness that is serious and catastrophic or unforeseen in nature. A doctor's statement is required with the application in order to be considered for a loan.
- (3) A loan will be considered only after the individual has used all of his/her accumulated sick leave days and has used possible advances of sick leave days under the master agreement, Article 10.A.

c. Loan and Payback Procedures

- (1) The maximum number of days that a person may borrow is 50 days. Additional days may be granted at the discretion of the sick leave bank committee.
- (2) The member who borrows days will pay back the days at the rate of 50% (or greater at their option) of his/her annual accumulated sick leave at the end of the salary contract year, each year until the total number of days borrowed has been restored to the bank. If the employee separates from employment before paying back borrowed days, any balance will be deducted from their final pay. If the member fails to reimburse the amount owed, the Association will request a donation of days from members to make up the deficiency.

- (3) Upon termination of employment the member shall reimburse the bank the remaining debt, using up to 100% of his/her accumulated sick leave.
4. If any teachers who borrow after the said date of this contract are unable to reimburse the bank upon termination of employment, excluding death or Reduction in Force, the teacher's final paycheck will reflect the necessary deduction to pay the district back for said days. If final payment is insufficient to pay the district back, the district will bill the employee for the balance owed. Such days will be credited to the sick leave bank.

An employee who has borrowed from the sick leave bank and takes an absent teacher's students in addition to his/her regular classroom, which would exceed the normal classroom enrollment may choose to use that day to pay back the sick leave bank loan in lieu of payment.

C. Sick Leave Incentive Plan

Perfect Attendance Incentive Plan

Bargaining unit members who choose to exercise the use of leave at the following levels shall be eligible for these additional benefits:

1. \$600.00 payable in June for no use of sick leave, personal leave and unpaid leave
2. \$400.00 payable in June for one-day use of sick leave, personal leave and unpaid leave
3. \$100.00 payable in June for no use of sick leave, personal leave and unpaid leave the last twenty (20) student days.

Lump sum payment shall be made in June, in paychecks separate from regular paychecks.

D. Personal Responsibility Leave

1. Each bargaining unit member shall be granted, with appropriate notification of their immediate supervisor and the Superintendent, four (4) days of personal leave with no reason(s) required. The following stipulations shall apply to these personal leave days.
 - a. Shall not be used during the first five days that students are in attendance, nor the last five days that students are in attendance, nor shall teachers be pulled out of classes for district meetings, committee work, and/or in-service during the first five days or last five days that students are in attendance.

The Superintendent may approve exceptions concerning the use of Personal Leave during the first five student days and the last five student days in emergency situations.

- b. No more than 10% of the teaching staff per building may take Personal Responsibility Leave on any one day. Leave shall be approved on a first come first served basis.

2. Absence Due to Extenuating Circumstances

Weather conditions not serious enough to cause the closing of schools shall not normally be considered cause for absence. Absence resulting from travel difficulties due to weather conditions, acts of God, or situations beyond the employees control shall be allowed under the provisions of Personal Responsibility Leave. This absence shall be limited to one working day in any one contract year.

Additional days may be granted individuals by the Superintendent when extenuating circumstances exist.

3. Application

Such leave shall be applied for in writing at least five (5) days prior to the time of the expected absence or, in the case of emergencies, within three days after the absence. All personal responsibility leave requests must be submitted on the appropriate form.

- 4. Unused personal leave will rollover to accumulated sick leave at the end of each school year.

- 5. See also Section 10.M, Adoption Leave.

E. Disability Leave

Upon request, the Board shall grant a leave of absence, for a period of not more than two consecutive school years, for reason of illness or other disability. The request must be made in writing and must be accompanied by a physician's statement. Upon the teacher's return to service, he shall resume the contract status held prior to such leave.

F. Assault Leave

The Board of Education shall grant leave to an employee who is absent due to physical disability resulting from an assault which occurs in the course of Board employment. The employee shall submit on prescribed Board of Education forms justification for such leave. These signed forms shall be submitted within two (2) working days of said alleged incident, or if the employee is physically unable, as soon thereafter as possible. If medical attention is required, a

certificate from a licensed physician stating the nature of the disability and its anticipated duration shall be required before assault leave can be approved for payment. Such leave will be granted only if the stipulations of this policy have been met.

Leave which results from a disability occurring from an assault shall terminate upon the employee's return to duty. Such leave shall automatically terminate at the expiration of termination of an employee's contract, resignation of said employee, or declaration of eligibility for disability retirement benefits.

Assault leave granted under the rules adopted by the Board of Education shall not be charged against sick leave or Personal Responsibility Leave. Such leave shall, if required, include time for court appearances, legal consultations, or meetings with law enforcement officials concerning the alleged assaults.

Earnings paid to an employee under the provisions of this leave shall be the difference between the employee's regular compensation and the remuneration, if any, received by said employee from Workmen's Compensation.

A teacher returning to duty following assault leave shall be returned to the same position as was held at the time of the incident, if such return occurs in the same school year in which the assault took place and upon determination that the teacher is able to perform the duties of the assignment. If such return does not occur during the same school year, the teacher shall be returned to the same position or another position consistent with certification and performance ability.

G. Association Leave

The Chillicothe Education Association shall be granted up to a maximum of twenty-five (25) additional days of professional leave to attend to Association duties, including the OEA delegate assembly that cannot be performed at times other than normal school days.

Such leave shall be granted upon written request from the President of the Chillicothe Education Association to the Superintendent in accordance with the present Board adopted policy.

Such written notice shall include the name of the teacher taking the leave, the purpose of the leave, and the day(s) required for the leave. The Superintendent's office shall notify the teacher and his/her Principal that the request has been approved, and shall forward a copy of that approval to the CEA President. All expenses to attend such meetings shall be borne by the Association. The Board of Education will pay for the cost of substitutes should they be needed.

For purposes of negotiations under Article 5, no Association Leave need be used for the first five (5) negotiation sessions, and thereafter only with the consent of the CEA.

H. Unpaid Leave for Educational and Professional Purposes

Upon the written request of a teacher, the Board may grant an unpaid leave of absence for a period of not more than one (1) school year, for educational or professional purposes. Other purposes for use of unpaid leave shall be determined at the discretion of the Superintendent, who shall base his/her decision on educational professional benefits to the school district and to the employee requesting such leave. The beginning and termination of such leave shall be scheduled at either the beginning or end of a semester. Such leave may be renewed upon written request of the teacher. Upon return from leave, a member of the instructional staff shall be given an assignment consistent with his/her area of certification.

I. Military Leave

1. Military Leave

Any regular employee who may be conscripted into the defense forces of the United States for service or training shall be granted a military leave. He/she shall be reinstated into his position in the school system with full credit including the annual increments under the salary schedule upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. The application shall be made within a reasonable time and not later than ninety days from the date of said release or discharge from military service.

2. Leave for Temporary Military Training

Any regular employee who, as a reserve member of the armed forces of the United States, is called upon to receive temporary training, shall be entitled to a leave of absence not to exceed fifteen days in any one calendar year. He/she shall notify the Superintendent, in writing, at least one week in advance of the dates of departure and return. The employee shall be paid the difference between his/her regular compensation and the remuneration received for serving as a reserve; provided he/she furnishes the Treasurer with a payroll voucher for such time served.

J. Religious Leave

The Superintendent shall authorize leave with pay, upon application, provided such application is filed at least five school days before such requested leave, for absence of employees for the observance of days related to their religious faith.

K. Jury Duty

A teacher who is called for jury service in a court of law shall be excused from work for the days on which he or she serves, and shall receive for each such day of jury service on which he or she otherwise would have worked the per diem

rate of pay as long as the employee submits their jury duty service compensation to the Treasurer upon receipt from the court. The employee will submit a statement of attendance issued by the clerk of courts to the Treasurer as proof of such service.

L. Childcare Leave

1. Leave Rights

Any teacher with the Chillicothe City School District who is expecting a child, who is adopting a child, or who has a child less than one year of age, shall be granted leave of absence without pay upon application. Such leave shall be no longer than one academic school year.

2. Application for Leave

Application for childcare leave shall be in writing, and shall contain a statement of the expected day of birth, or age of the child, or in case of adoption, the anticipated date of obtaining custody, the anticipated date on which the leave of absence is to commence and the date the teacher anticipates return to service. Such return date should be as early as possible. It is understood that the date to begin and end such leaves may have to be adjusted by the teacher depending on individual circumstances.

3. Reinstatement Rights

Upon return from approved childcare leave at the time set forth in the application for leave the teacher shall be entitled to reinstatement to either the position or a similar position consistent with certification.

M. Adoption Leave

1. Bargaining unit members who receive custody of children over one (1) year of age but under six (6) years of age, who are newly placed in the custody of bargaining unit members through adoption, foster care, or other legal/agency placement, shall be eligible for a leave of absence without pay, upon application, for a period of no longer than one academic school year, for reasons such as:

- a. Children with physical or other needs that require the immediate attention of the bargaining unit member requesting such leave;
- b. Children whose geographical distance requires atypical travel arrangements which necessitate the absence of the bargaining unit member requesting such leave;

- c. Similar circumstances that necessitate absence of the bargaining unit member requesting such leave.
2. Bargaining unit members may request leaves of absence for children overage six (6) whom they have adopted, or who have been placed in their legal custody. Such leave shall be granted in the sole discretion of the superintendent.
3. Bargaining unit members who are granted leave without pay for adoption may continue the enrollment in district group insurance plans by so notifying the Treasurer of the District and making payments, in accordance with Board regulations, in the amount of the applicable group rate(s).
4. Bargaining unit members who adopt a child are permitted to apply for and use up to five (5) sick leave days for care of the child and related duties. Following the use of these five (5) sick leave days, bargaining unit members are permitted to use up to five (5) additional days personal leave for the care of the child and related duties. The use of such personal leave days shall not be deducted from any days accumulated under Article 10.D, Personal Responsibility Leave.
5. See also section 10.A and section 10.D.

N. Leave Without Pay

The Superintendent is authorized to approved leave without pay in extenuating circumstances where an employee deems it necessary to be absent from work for reasons of personal commitment after a teacher has exhausted all available leave. Such leave shall be without pay and pay deduction shall be made in accordance with Article 8.A - 8.H.

O. Court Leave

Court Leave shall be granted to any teacher who is required to be absent from his/her teaching assignment as a result of employment related duties requiring the teacher's attendance at law enforcement agencies and/or in a court of law. At the Superintendent's discretion, court leave may be granted when a teacher is subpoenaed to court as a witness. Such leave shall not be deducted from a teacher's sick leave or personal leave.

P. Sabbatical Leave

The Board of Education shall provide sabbatical leave to the certificated staff of the Chillicothe City Schools according to the provisions of 3319.131 of the Ohio Revised Code which are as follows:

A teacher or other certificated staff member who has completed five years of service in the Chillicothe City School District, may, upon the recommendation of

the Superintendent and approval by the Board, be granted a leave of absence with part pay for one or two semesters subject to the following restrictions:

1. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave provide evidence that the plan was followed and completed.
2. Teachers who are granted sabbatical leave are required to return to the district for at least one year unless the teacher has completed twenty-five years' service in Ohio.
3. Sabbatical leave cannot be granted to an applicant unless a satisfactory substitute is available. The administration will secure the substitute.
4. Part salary, excluding supplementals and extended service, not to exceed the difference between that of the substitute and the teacher's expected salary will be paid to teachers who are granted this leave.
5. Teachers who are granted sabbatical leave may continue his/her fringe benefits program by contributing thereto the full amount of the premium payment to the Board's Treasurer each month.

Q. Compensatory Day

Each bargaining unit member will receive one compensatory day to be used during each year of the negotiated agreement. If not used, the day will roll over to sick leave. (This will not apply against your attendance bonus.) The parameters of Article 10 Section D.1. a. and b. will apply.

ARTICLE 11 GRIEVANCES/COMPLAINTS

A. Grievance Procedures

Purpose

The function of the grievance procedure shall be to guarantee each certificated employee the opportunity to present his/her complaint involving the alleged violation, misinterpretation or misapplication of:

1. The terms of the written Agreement entered into between the Board of Education and the Chillicothe Education Association, and
2. Board policies, individual contracts, or administrative regulations within the limits provided herein.

Who May Grieve

A grievant shall be a person or group or the Association alleging that some violation, misinterpretation, or misapplication of the contract has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each member of said group.

Representation

If the employee so desires, he has the right to be represented by Association representatives at any step in the procedure. If the administrator so desires, he has the right to be accompanied/represented by district representatives at any step in the procedure. Either party desiring such representation will provide notice of that intent to the other at least 24 hours prior to the date for such meeting.

Time Limits

A grievance shall be deemed waived unless it is submitted within twenty (20) days from—occurrence of the event giving rise to the alleged grievance. Extensions of time shall be permitted, at any level, but shall be made in writing between the aggrieved or his/her representative and the person the grievance is filed with, or his/her representative.

Guidelines in Filing a Grievance

A grievance shall be filed at Step 1 of this procedure unless the action which caused the grievance originated with the Superintendent or the Board. In such a case, the grievance may be filed at Step III. The grievant will be required to notify the Superintendent/designee in order to informally discuss it with him/her.

Definition

During the school year, a "day" shall be a regular teacher contract work day, excluding holidays periods and other days not scheduled as regular teacher work days. Also excluded are days in which any administrator involved in the grievance is on approved leave of absence, out of town, or on vacation. During the summer recess, a "day" shall be a week day, Monday through Friday. During a time period when a building is closed, a grievance may be filed in the Superintendent's office.

Compliance with the Agreement

Resolution of a grievance at any level shall be consistent with the terms of this Agreement.

Step I - Informal Discussion/Principal*

When a grievant wishes to make known a grievance, he/she will be required to notify the building Principal* or applicable Administrator, in order to informally discuss it with him/her.

Step II - Written/Principal*

If informal discussion does not resolve the problem to the satisfaction of the grievant, the grievant may lodge a formal, written grievance on the approved forms with the building Principal* and may request a meeting with the building Principal* within ten (10) days. The building Principal* shall forward a copy of the written grievance to the Superintendent and the CEA President after the informal discussion.

The principal* shall take action on the written grievance within seven (7) days after the meeting with the grievant in Step II. The action and reasons for the action shall be communicated by the principal* in writing to the grievant with copies to the Superintendent and the CEA President.

Step III - Written/Superintendent

Within seven (7) days of the receipt of the decision at Step II, the grievant may refer his/her grievance in writing to the Superintendent or his/her designee. A meeting with the Superintendent shall take place within seven (7) days of the grievant's submission in writing to the Superintendent. The Superintendent shall give his/her response along with written reasons for the actions to the aggrieved within seven (7) days of the meeting with the grievant. Copies of the action shall be sent by the Superintendent to the CEA President.

Step IV - Arbitration

Only grievances which allege violation, misinterpretation, or misapplication of the terms of the written agreement entered into between the Board of Education and the recognized employee organization may be submitted to arbitration.

The grievant, if not satisfied with the written response in Step III, may within seven (7) days of the receipt of such suggestion of resolution, make written request to the Association that the grievance be submitted for arbitration. The Association, if it so desires, shall notify the Superintendent that the grievance is to be submitted to arbitration. Such notification shall be made within seven (7) days of the receipt of the grievance by the Association. If the Association is the grievant, the notification to the Superintendent that the grievance is to be submitted for arbitration shall be made within seven (7) days of receipt of Step III response.

The arbitrator shall be selected by the Association and the Superintendent. If the Association and the Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitrator Association, according to the voluntary rules and regulations. The arbitrator shall hold such meetings as deemed necessary.

The arbitrator's decision will be in writing and will set forth his/her findings, reasoning, and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be binding. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

The cost of the arbitrator will be borne equally by the parties.*

The building principal. (Immediate superior, if the grievant holds a position in which he/she is not directly responsible to a building principal.)

B. Complaint Procedure

The Board of Education authorizes its administrative staff to provide an orderly process for dealing with complaints from citizens. The Board of Education does not recognize the right of any individual to disrupt the operation of any school.

It is understood and agreed that most complaints can be successfully resolved through communication between the person raising the complaint and the employee. Such communication will be encouraged as the first means of resolving a complaint. In the event the person raising the complaint is not willing to first discuss the matter with the employee, or if such communication does not resolve the complaint, the following procedure shall be utilized:

1. Outline of Procedure

Step 1 Building Principal

Step 2 Superintendent or Designee

Step 3 Board of Education

2. Procedure

Regardless of what level a complaint is made against a teacher, said complaint shall first be referred to the teacher's building principal. This shall include any complaints made at public Board meetings.

Step 1 Building Principal

Complaints lodged against teachers by students, parents, or members of the community should be referred to and resolved informally by the building principal. The principal will inform teachers who are the subject of any complaint, oral or written, lodged in accordance with this paragraph as soon as possible after it is lodged.

Step 2 Superintendent or Designee

If efforts to resolve the complaint do not lead to understanding or resolution, the complainant may take his/her complaint to the Superintendent or Designee.

General Provisions

1. Starting with Step 2, a teacher shall be invited to any meeting held to discuss a complaint if the complainant is present.
2. The complainant and/or the teacher may be accompanied by no more than two (2) representatives of their choosing. Conferences regarding such complaints shall be private. A teacher may have up to ten (10) days to obtain a representative.
3. Any material placed in the teacher's folder must meet the conditions of Article 6.A - 6.N, Personnel File.

Step 3 Board of Education

If it is still not resolved, it may be appealed to the Board of Education, in an executive session, by written request to the Superintendent. Said appeal to the Superintendent must be made within ten (10) working days. The meeting should be held within ten (10) days after the Superintendent

receives the written request for the meeting with the Board, assuming that a majority of Board members are available for said meeting.

General Provisions

At steps one and two of this procedure, the teacher shall be invited to any meeting where the complainant has secured professional representation of his/her interests. If such professional representation occurs, the teacher shall have up to ten (10) days to obtain representation prior to the complaint being heard.

The teacher shall be informed and invited to any meeting held at the Superintendent or Board level contained in Steps 2 or 3 above to discuss the complaint if the complainant and/or his/her representative(s) are present. The complainant and/or the teacher may be accompanied by representative(s) of their choosing. Conferences regarding such complaints shall be private. A teacher may have up to ten (10) days to obtain counsel. Any material placed in the teacher's folder must meet the conditions of Article 6.A - 6.N, Personnel File.

A joint committee, comprised of the Superintendent, at least one Board member and administrator; and three CEA members selected by the President shall convene with the intent of reviewing and making recommendations to improve the Complaint Procedure.

ARTICLE 12
CLASS SIZE

- A. The ratio of teachers to pupils on a district wide basis shall be at least one full time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code.
- B. The ratio of teachers to pupils in kindergarten through fourth grade on a district wide basis shall be at least one full time equivalent classroom teacher per twenty-five pupils in average daily membership. Said ratio shall be calculated in accordance with sections 3317.02 and 3317.023 of the Revised Code.
- C. Grievances alleging a violation, misinterpretation, or misapplication of this Article (Class Size) may be processed through Step III (Superintendent) of the grievance procedure.
- D. The Superintendent will meet with the President of the Association during the school year to discuss problem areas.

**ARTICLE 13
SCHOOL CALENDAR**

School Calendar

1. A calendar committee will be chosen by the superintendent or designee. There will be 3 administrative, 3 certified, and 2 non-certified staff members. The committee will meet in October and develop a survey to give to the staff.
2. The survey results will be tabulated in December and a proposed calendar created and disseminated to staff for input.
3. The final calendar will be submitted to the Board of Education at the January meeting for consideration.
4. It is understood that the Board has the final authority in the adoption of a school calendar.

ARTICLE 14
BOARD POLICY HANDBOOKS/SITE BASED POLICY MANUALS

- A. The Board of Education agrees to make available copies of the Board of Education Manual of General Policies to be distributed as follows: one copy to each building Principal and Assistant Principal, one copy to each Department Coordinator, four copies to the Chillicothe Education Association, one copy to each CEA building representative (on the basis of present representation) and three copies to be available from each school office. Provisions shall be made for periodic revisions and updating as per Board of Education requirements.

- B. The Board also agrees to make accessible to all bargaining unit employees all site-based policy manuals and related information by providing copies in the same distribution as in 14.A.

ARTICLE 15 GENERAL PROVISIONS

A. Legality to be Confirmed, Renegotiation

Should any provisions of any currently effective negotiated agreement entered into between the Board and the Association be found to be in violation of any law, then such provision of said agreement shall be renegotiated to conform with said law. A meeting to renegotiate such provision shall be held within fifteen days following such finding.

B. Complete Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and except as provided herein, the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations.

C. Prior Agreements Not Binding

All prior negotiated agreements not contained herein, and all prior practices, rules and regulations not contained herein shall not be binding upon the parties to this Agreement.

D. Association Rights and Responsibilities

The Association shall have the following rights and responsibilities during the term of the Master Agreement.

1. To use the facilities of any building for meetings, without fee and in accordance with the procedures and policies of the Board of Education upon notification of the administrator in charge of such building. Permission to use such facility will be given as long as it does not interfere with any previously authorized activity in said building.
2. To use Board owned equipment, including typewriters, calculators, duplicating equipment, public address equipment, audio visual equipment for Association purposes at times which do not interfere with the operation of the school system. Such equipment shall not be removed from school premises, except on express authorization of the building Principal. Any expendable supplies such as duplicating and typing paper, duplicating masters and stencils, will be supplied and/or paid for by the Association.
3. To insert Association bulletins, newsletters or other circulars in the teacher's mailboxes in their respective buildings.

4. To use bulletin boards in the teacher lounges or work rooms to disseminate information to members.
5. To use telephones in any building to carry out Association business. Any fees or toll calls shall be charged to a telephone credit card which is in the name of the Association or in the name of the individual representing the Association. No toll calls shall be charged to a Board of Education telephone number.
6. To keep the administrative staff informed as to points concerning problem areas.
7. The Association shall be provided with:
 - a. A copy of the Board agenda, which shall be mailed to the President of the Association prior to the board meeting.
 - b. One copy, upon request and when available, of the following forms: appropriations, board minutes, financial reports, budget, and training and experience grids shall be given to the President of the Association.

E. Printing of Negotiations Agreement and Master Contract

The Board and the Association shall provide one professionally printed Master Agreement to each member of the bargaining unit as soon as possible following gratification of the Agreement. The cost of printing shall be borne equally by the parties.

F. Forms

As of the first work day of each school year, all bargaining unit members shall have access to copies of all forms in the buildings or online used in the district to implement contractual provisions.

G. Grant Monies

For the duration of this agreement, the district shall furnish the Association President a semi-annual printout of all grant monies budgeted and the purpose of such grant monies.

There shall be a meeting between the Administrator responsible for grants and CEA President when the semi-annual budget is complete, at the request of the CEA President.

The Association President shall be given copies of grants approved for use in the district, upon request.

ARTICLE 16
NO STRIKE CLAUSE

The Association and any and all of its members shall not cause, engage in, or sanction any strike, slowdown or similar cessation or disruption of services for the term of this Agreement.

ARTICLE 17
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

In accordance with Senate Bill 230, there shall be a Local Professional Development Committee (LPDC) established in the Chillicothe City School District in accordance with the following provisions:

1. The purpose of the committee shall be to oversee, review and approve professional development plans for course work, continuing education units or other equivalent activities for the renewal of professional certificates or license renewal of all certified employees of the district, and any other activity established by Law for LPDCs.
2. The committee shall be composed of nine members: five teachers and four administrators. Terms shall be for two (2) years each, except that initial selection of two (2) teachers and one (1) administrator shall be selected for three (3) year terms.
3. CEA shall select teacher members.
4. The Superintendent shall select administrative members.
5. The LPDC shall meet on a regular basis, as needed, and shall adopt its own regulations for meetings.
6. The LPDC shall be charged with the obligation to be operational for renewal of licenses effective September 1, 1998. The committee shall operate under the rules and regulations of Senate Bill 230, relevant adopted rules and regulations of the State Department of Education. The committee shall establish a procedure by which a certificated staff member may appeal the decision of the LPDC.
7. If any LPDC member is unable to complete his or her term of office, the Superintendent shall appoint an administrative person to fill any administrative vacancies and the Association shall select any bargaining unit member replacements for the remainder of the unexpired term.
8. The Board shall provide the funds needed for the LPDC to function in an effective manner. Compensation and/or release time shall be provided to members of the LPDC to complete the necessary functions in compliance with the law.
9. If any additional legislation is passed that conflicts with this article, this article shall be modified to comply with Ohio Revised Code by joint approval of the Board and Association.
10. Beginning August 1, 1998 and for the first year of the Committee's operation all members, including teacher members, administrative members, and members of the Appeals Board shall receive \$150.00 each per day (20.68 per hour x 7.25

hours, which constitutes one day) up to a maximum of \$1,500.00 each for work performed outside the school day. A day is seven and one-quarter hours. In addition, each of the members as described above, shall receive eight (8) to twelve (12) release days in order to conduct the work of the Committee. The need for release days shall be determined by the Committee.

11. Beginning August 1, 1999 and each year thereafter, the teacher and administrative members of the Committee shall receive \$150.00 per day (\$20.68 per hour x 7.25 hours which constitutes one day) up to a maximum of \$1,500.00 each. Members of the Appeals Board shall receive \$150.00 per day to a maximum of \$1,500.00 per year for their work performed outside the school day. Additionally, eight (8) to twelve (12) release days per person shall be granted as the Committee deems necessary.

ARTICLE 18
FAIR SHARE FEE PROVISION

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

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board by 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.

Payroll deductions of such fair share fees shall begin at the second payroll period in January, except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until the member has been apprised of his/her rights under the Association's internal rebate procedure.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

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

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.02(C) of the ORC 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.

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.

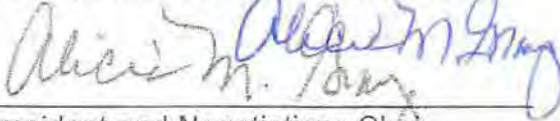
The Association shall indemnify and save the Board harmless against, and from, any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, action taken by the Board, for the purpose of complying with this Fair Share Fee Procedure.

ARTICLE 19
DURATION

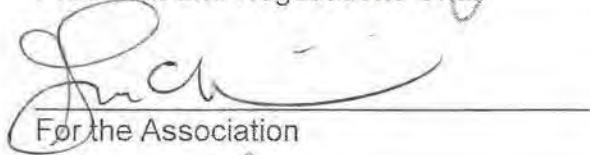
This Agreement shall be in effect as of August 1, 2016 and shall continue in effect until midnight July 31, 2019.

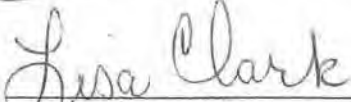
In witness whereof, the parties executed this Master Agreement on the 7 day of July, 2016.

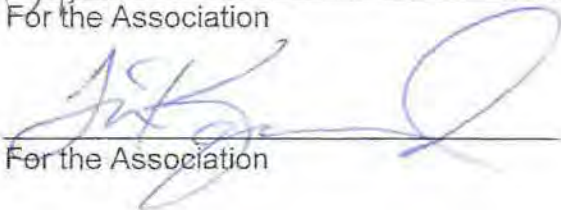
CHILlicothe EDUCATION ASSOCIATION



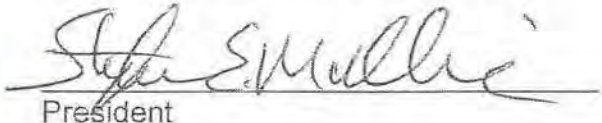
President and Negotiations Chair

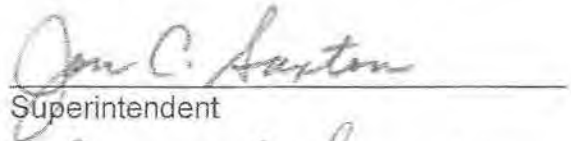

For the Association


For the Association


For the Association

CHILlicothe BOARD OF EDUCATION


President


Superintendent


Treasurer

Grievance Report Form

Name _____ Building _____ Assignment _____

Step I

When an employee wishes to make known a grievance, he/she shall be required to notify the building Principal or applicable administrator in order to informally discuss it with him/her.

_____ Date

Step II

- a. Date of cause of grievance occurred _____
- b. (Mark only those that apply)
 Related to Article _____ Section _____ of Agreement
 Related to Board Policy No. _____ Contract _____
 Administrative Regulation _____
- c. Statement of Grievance and relief sought (attach a signed and dated sheet)

Signature of Principal or Supervisor Date

Step III

- a. Date appealed to Superintendent _____
- b. Date meeting held with Superintendent _____
- c. Disposition of Superintendent (attach a signed and dated sheet)

Signature of Principal or Supervisor Date

Step IV

- a. Date of receipt of Level III disposition _____
- b. Date appealed to Association _____
- c. Date Association notified Superintendent that grievance was to be appealed to arbitration _____
- d. _____
Signature of Association President Date
- e. Arbitration Decision (attached copy)

MEMORANDUM OF UNDERSTANDING

The Chillicothe City School District Board of Education and the Chillicothe Education Association enter into this Memorandum of Understanding related for the sole purpose of creating a Transition Team, as described herein.

Not more than ninety (90) days after the effective date of this Agreement, the parties shall form a Transition Team comprised of equal representatives of the Chillicothe Board of Education and the Chillicothe Education Association. The purpose shall be to collaboratively and effectively discuss the transitioning of staff, students, and materials to the new building(s). There shall be no more than five representatives to the team. The team shall meet no less than twice a year.

This Memorandum of Understanding automatically expires on June 30, 2019.

CHILlicothe EDUCATION ASSOCIATION

CHILlicothe BOARD OF EDUCATION
