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# MASTER AGREEMENT

# BETWEEN

# **COVINGTON EXEMPTED VILLAGE SCHOOLS**

# AND THE

# **COVINGTON EDUCATION ASSOCIATION**



## AUGUST 1, 2017 --- JULY 31, 2020

# Table of Contents

PREAMBLE		1	
ARTICLE I - RE	COGNITION AND NEGOTIATIONS	2	
SECTION 1.	RECOGNITION	2	
SECTION 2.	NEGOTIATIONS	2	
SECTION 3.	MANAGEMENT RIGHTS	3	
SECTION 4.	ASSOCIATION RIGHTS	3	
SECTION 5.	BOARD POLICY BOOK	4	
ARTICLE II - PA	YROLL DEDUCTIONS/CONTINUING MEMBERSHIP	4	
SECTION 1.	DEDUCTIONS	4	
SECTION 2.	PAYDAY PROCEDURE	4	
SECTION 3.	SUPPLEMENTAL CONTRACT PAYMENTS	5	
<b>SECTION 4</b>	CEA OFFICER STIPENDS	5	
ARTICLE III – WORKING CONDITIONS			
SECTION 1.	PERSONNEL FILES	6	
SECTION 2.	WORK DAY	6	
SECTION 3.	WORK YEAR	7	
SECTION 4.	PLANNING TIME	7	
SECTION 5.	INTERNAL SUBSTITUTION RATE	7	
SECTION 6.	EVALUATION PROCEDURE	7	
SECTION 7.	JOB DESCRIPTIONS	. 11	
SECTION 8.	SCHOOL CALENDAR	. 11	
SECTION 9.	STUDENT TEACHER	. 12	
SECTION 10.	PROGRESSIVE DISCIPLINE PROCEDURES	. 12	
SECTION 11.	SPECIAL EDUCATION	. 13	
SECTION 12.	RESPONSE TO INTERVENTIONS	. 13	
SECTION 13.			
SECTION 14.	EVALUATION COMMITTEE	. 14	
SECTION 15.	CLASS SIZE	. 16	
	SCHOOL COUNSELOR EVALUATION		
ARTICLE IV - PI	ROFESSIONAL STAFF MEMBER CONTRACT	.19	
SECTION 1.	LIMITED CONTRACTS	. 19	
SECTION 2.	CONTINUING CONTRACT	. 20	
SECTION 3.	SUPPLEMENTAL CONTRACTS	.21	
SECTION 4.	NON-RENEWAL	.21	
ARTICLE V - CH	ARTICLE V - CHANGE IN ASSIGNMENTS		
SECTION 1.	SENIORITY	. 22	
SECTION 2.	DEFINITION OF VACANCY	. 22	
SECTION 3.	NOTIFICATION OF VACANCIES	.23	
SECTION 4.	NOTIFICATION OF CHANGE IN ASSIGNMENT	. 23	

SECTION 5.	REDUCTION IN PROFESSIONAL STAFF	24	
ARTICLE VI - SALARY AND FRINGE BENEFITS			
SECTION 1.	SALARY		
SECTION 2.	INSURANCE	27	
SECTION 3.	SEVERANCE PAY		
SECTION 4.	MILEAGE		
SECTION 5.	COURSEWORK REIMBURSEMENT	29	
SECTION 6.	NATIONAL BOARD CERTIFICATION	30	
SECTION 7.	LICENSURE FEES	30	
SECTION 8.	CRIMINAL BACKGROUND CHECKS	30	
SECTION 9.	EARLY NOFICATION OF RESIGNATION OR RETIREMENT INCENTIVE	31	
ARTICLE VII - LE	EAVES	31	
SECTION 1.	LEAVE OF ABSENCE WITH PAY	31	
SECTION 2.	LEAVES OF ABSENCE WITHOUT PAY	35	
SECTION 3.	FAMILY AND MEDICAL LEAVE		
SECTION 4.	DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS OR INJURY	36	
ARTICLE VIII - G	ARTICLE VIII - GRIEVANCE PROCEDURE		
SECTION 1.	PURPOSE	38	
SECTION 2.	DEFINITION	38	
SECTION 3.	GENERAL PROVISIONS	38	
SECTION 4.	TIME LIMITS	39	
SECTION 5.	PROCEDURE	40	
ARTICLE IX - MISCELLANEOUS			
SECTION 1.	CONFLICT WITH LAW OR REGULATION	41	
SECTION 2.	MENTOR PROGRAM	41	
SECTION 3.	INTELLECTUAL PROPERTIES	42	
SECTION 4.	LABOR MANAGEMENT COUNCIL	42	
SECTION 5.	MASTER TEACHER	42	
SECTION 6.	TECHNOLOGY UTILIZATION PROVISION	43	
SECTION 7.	COVINGTON PROFESSIONAL DEVELOPMENT COMMITTEE	43	
SECTION 8.	ACADEMIC DISTRESS COMMISION	44	
ARTICLE X - FAIR SHARE FEE		44	
ARTICLE XI - REHIRING OF RETIRED PSMS		46	
ARTICLE XII - MAINTENANCE OF STANDARDS		46	
ARTICLE XIII - D	URATION	47	
Addendum A		48	
Certificated Salary Schedule for 2017 – 2018			
Certificated Salary Schedule for 2018 – 2019			
Certificated Salary Schedule for 2019 – 2020			
Addendum B			

Extra-Curricular - High School	51
Extra-Curricular - High School cont'd	52
Extra-Curricular - Junior High	53
Extra-Curricular - Elementary & District	54
Addendum C	55
GRIEVANCE FORM	
GRIEVANCE FORM pg. 2	
Addendum D	57
SCHEDULE OF PAY DATES	57
Addendum E	58
R.T.I. ATTENDANCE FORM	
Addendum F	59
REQUEST FOR ADDITIONAL SICK LEAVE (Form A)	
Addendum G	60
REQUEST TO DONATE SICK LEAVE (Form B)	60
Addendum H	61
Lumenos Health Savings Accounts	61
Blue Access (PPO)	65
Appendix A	
MOU - College Credit Plus Program	

## PREAMBLE

The Board of Education of the Covington Exempted Village School District, hereinafter the "Board", is charged with the responsibility of providing the most effective educational program possible with the resources of the district.

The Board recognizes that the development and operation of educational programs of the highest quality is a responsibility that requires cooperation between the Board, administrative staff, and professional staff.

It is the purpose of this document to establish and describe a working relationship between the Board and the Covington Education Association, hereinafter the "Association", an affiliate of the Ohio Education Association and the National Education Association, as representative of the professional staff.

## **ARTICLE I - RECOGNITION AND NEGOTIATIONS**

#### SECTION 1. RECOGNITION

- A. The Board recognizes the Association as the exclusive representative through which the professional staff negotiates matters relating to salaries, fringe benefits, and other terms and conditions of employment.
- B. Professional staff members includes classroom teachers, traveling teachers, school nurses, guidance counselors, special area teachers, department heads, speech pathologists, and other similar employees, certificated/licensed by the Ohio Department of Education, employed on a full-time, part-time, or hourly basis by the Board. Professional staff does not include aides or paraprofessionals.
- C. Professional Staff Members will herein after be referred to as PSMs.
- D. It also recognizes that the PSM retains his/her right to express his/her views to the Board. Individuals may present their views and recommendations to the Board at regularly scheduled meetings of the Board or in conference with the Superintendent or his/her designated representative.

#### SECTION 2. <u>NEGOTIATIONS</u>

- A. Either party desiring to negotiate a successor contract may, no sooner than February 1<sup>st</sup> and no later than May 1<sup>st</sup>, prior to the expiration date, serve on the other party and the State Employment Relations Board, a Notice to Negotiate.
- B. Either party may request in writing at least sixty (60) days before the expiration of this agreement expires notice of the desire to negotiate. The parties then will schedule within fifteen (15) days a future initial bargaining session to exchange proposals. The parties will schedule future meetings as necessary until either a settlement is reached or impasse is declared by either party.
- C. Every effort will be made to jointly write press releases regarding the progress of negotiations.
- D. In the event negotiations are not completed within sixty (60) days of the first meeting and no further progress can be made, either party may declare impasse. The parties will request a mediator from the Federal Mediation Conciliation Services (FMCS) whose rules and regulations will govern the mediation process. The cost of such mediation, if any, will be borne equally by the Board and the Association.
- E. Unless terminated or amended by negotiations, these procedures and terms thereof governing its application and interpretation will remain in force so long as the Association is the duly recognized exclusive bargaining agent for the professional staff of the Board.

## SECTION 3. MANAGEMENT RIGHTS

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Covington Exempted Village School District and as the employer of all personnel of the district. The Association further recognizes that the Board will have the responsibility for the management and control of all the schools in the district and is delegated with the responsibility of making the rules and regulations by which the district will be governed. The Association further recognizes that the Board has authority in matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring, and transfer/changes in assignment of all PSMs except as limited by this contract.

## SECTION 4. ASSOCIATION RIGHTS

The following sole and exclusive rights will be granted to the Association.

- A. The Board will deduct from the PSM's salaries unified Association due, assessments and/or fees.
- B. The members of the Association collectively (not each individual member) will be granted seven (7) paid days per year for Association activities if requested. Such leave may be used in one-half or full day increments.
- C. The Association President will be provided with the Board's agenda, approved minutes, and any other documents at the same time the documents are sent to the Board members.
  - 1. A synopsis of the Board's meeting will be posted in each staff work room within two (2) working days.
- D. The Association will be permitted to make announcements at any staff meeting.
- E. The Association will have access to wall space in each work room for Association purposes only, as well as employee mailboxes, inter-office mail and electronic communication consistent with the District's Acceptable Use Policy.
  - 1. Any Board postings relating to PSM's will be posted on the designated Association bulletin boards.
- F. The Association may hold meetings with members at any time outside the student day, but during the teacher workday, twice each month. The Association will be allotted one (1) hour to meet with the membership on the first and last day of the work year.
- G. The Board will pay the cost of producing and distributing the Agreement to all PSMs. The Association will receive ten (10) additional copies. Additional copies will be available at the Board's printing cost upon request. New hires will be provided a hard copy of the current Master Agreement a at the orientation meeting or upon hire.
- H. The Board will furnish the Association information related to its financial and educational operation. Such information will be provided to the Association within ten (10) calendar days of the receipt of the Association's request.

## SECTION 5. BOARD POLICY BOOK

- A. The Board Policy will be available to all employees on line at www.covington.k12.oh.us
- B. The Association President will be provided with any subsequent amendments and additions no later than one (1) week after Board adoption. Any final, clean copies from NEOLA will be forwarded to the Association President upon receipt by the Superintendent.

## **ARTICLE II - PAYROLL DEDUCTIONS/CONTINUING MEMBERSHIP**

## SECTION 1. DEDUCTIONS

- A. Deductions will be provided without cost to PSMs for UEP (United Education Profession) dues. (CEA, WOEA, OEA, NEA)
- B. Deductions of dues will be in eighteen (18) equal installments beginning with the first pay in October. Dues deducted each month will be forwarded to the Association Treasurer on the last payday in that month.
- C. This authorization will continue in effect until such a time that said PSM gives written notice to the Association and to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- D. A representative of the Association will have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Association.

## SECTION 2. PAYDAY PROCEDURE

- A. Starting in 2017-2018, annual salaries for PSMs will be distributed in twenty-five (25) equal installments paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month through direct deposit, except for September 2017 having three (3) pays (1<sup>st</sup>, 11<sup>th</sup>, 25<sup>th</sup>)
- B. Starting in 2018-2019, annual salaries for all PSMs will be distributed in twenty-four (24) equal installments paid on the 10<sup>th</sup> and 25<sup>th</sup> of each month through direct deposit.
- C. If the 10<sup>th</sup> or 25<sup>th</sup> is on the weekend or banking holiday, direct deposit will be made on the 1<sup>st</sup> business day prior to that date.

Special Note: This provision requires that all employees (both CEA and OAPSE) agree to this proposal. Therefore, this proposal is contingent upon the approval by both the OAPSE and CEA. If either group does not agree, then this proposal is taken out of the agreement.

## SECTION 3. SUPPLEMENTAL CONTRACT PAYMENTS

- A. Supplemental contract payments may be issued in one-third (1/3) installments on regular pay dates during the course of the PSM's supplemental duties.
- B. PSMs having yearlong duties starting before the commencement of the school year will have the option of receiving supplemental payments in twenty-six (26) equal installments with the regular pay checks.
- C. To be eligible for the twenty-six (26) week option as set forth in paragraph B, the PSM must notify the Treasurer's office by August 10<sup>th</sup> in writing.
- D. PSMs who have supplemental duties during the school year will have the option of receiving pay for such duties in one lump sum payment; said lump sum payment to be made on the first pay period after the close of the PSM year. PSMs who desire this option must notify the Treasurer's office.

## SECTION 4 CEA OFFICER STIPENDS

- A. Upon written request by the CEA to the board treasurer, CEA officer(s) will be paid an annual stipend by the board in the amounts provided by the CEA. The written request will include the name of the officer(s), and the gross dollar amount of the stipend.
- B. CEA officer(s) will be paid in two (2) installments. One-half (1/2) of the stipend will be paid to the CEA officer(s) no later than December 15<sup>th</sup> of the school year affected. The remaining one-half (1/2), thereof, will be paid to said CEA officer(s) five (5) months hence, no later than April 15<sup>th</sup>.
- C. The board will deduct/withhold all applicable federal, state, and city/local income taxes from said stipends.
- D. The total cost of the STRS contribution for said amount will be deducted from the stipend amount.
- E. The CEA will reimburse the board the entire gross amount for the stipends of all CEA officer(s), including the board's share of payments to STRS and Medicare no later than May 1<sup>st</sup> of the affected school year. A single payment will be made by check from the CEA treasurer to the board treasurer within five (5) work days upon having received a detailed accounting of the two (2) CEA officer(s) stipend disbursements.

## **ARTICLE III – WORKING CONDITIONS**

### SECTION 1. PERSONNEL FILES

- A. Materials in the personnel file of a PSM must be job related.
- B. Any personnel related file kept by the building administration, may be viewed by the PSM upon request.
- C. A PSM will have the right to have access to their personnel file in the presence of the Superintendent or his/her designee. This access may occur at any time during the Board office's normal workday by making an appointment with the Superintendent or his/her designee providing it does not interfere with the PSM's assigned duties.
- D. A PSM may request a copy of any and all materials in his/her personnel file. Costs associated with duplication of material will be borne by the employee.
- E. Any PSM who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request in writing to the Superintendent to conduct an investigation as to the validity of the claim. Any information which is found to be inaccurate or irrelevant will be removed from the PSM's file upon request of the PSM.
- F. In addition, a PSM will have the right to respond in writing to any document in their personnel file, with the response to be included in the file.
- G. Any non-anonymous document by a parent or any member of the public concerning a PSM will not be placed in their file prior to an investigation that substantiates the infraction.
- H. No anonymous complaints, concerns, or documents, written or verbal, will be placed in the PSM's personnel file or used for discipline, evaluation, or become a matter of record in any way unless they involve a criminal act, and the complaint or concern is substantiated by an investigation.
- I. The PSM will receive written notification prior to the placement of any disciplinary document in their personnel file.

## SECTION 2. WORK DAY

- A. The required workday for full-time PSM's will be defined as follows:
  - 1. Seven (7) hours forty (40) minutes in length, Monday through Friday.
  - 2. Thirty (30) minutes of said day will be declared a duty-free, uninterrupted lunch period. Said thirty (30) minutes of work day will not be any part of a planning, preparation, or meeting time; nor will it cause an extension of the work day.
  - 3. The start of the work day will begin no sooner than 7:25 am. Both parties agree that the first twenty-five (25) minutes of the work day will be reserved for non-instructional time.

- B. Every effort will be made to schedule all PSM's lunch periods during student lunch periods.
  - 1. Scheduled PSM lunch periods will not be scheduled more than one (1) period before or after student lunch periods.
- C. The principal of each building will set the start time for the PSM workday and will provide notification of said time on or before August 3<sup>rd</sup>.
- D. The start time for the PSM workday will only be altered, adjusted or modified by mutual agreement between the Board and the Association.

## SECTION 3. WORK YEAR

Beginning in the 2017-2018 school year and thereafter, the professional staff member ("PSM") work year will be one hundred eighty-five (185) days.

## SECTION 4. PLANNING TIME

A minimum of two hundred (200) minutes per week planning time will be provided for all PSMs during the PSM work day. A pro-rata amount of planning time will be provided for all less than full-time PSMs and/or less than a full week of work. Only uninterrupted blocks of at least thirty (30) minutes will be counted as part of the two hundred (200) minutes. Planning time will be used for designing teacher work, evaluating student progress, conferencing and team planning. Certain events or occasions may impact a PSM's ability to have a minimum of two hundred (200) minutes of planning time consisting of minimum thirty (30) minute blocks of time. Supervision during assemblies will be the responsibility of the PSM in charge of those students at the time of that assembly. Celebrations may be scheduled at different times in order to preserve a PSM's planning time. The period when a PSM is not directly teaching or supervising students, for example, during music, art, and physical education, will be considered planning time for teachers.

## SECTION 5. INTERNAL SUBSTITUTION RATE

When any PSM serves during his/her preparation period for an absent PSM or provides intervention, the PSM so substituting will be paid at a rate of twenty-two dollars (\$22.00) per period.

## SECTION 6. EVALUATION PROCEDURE

- A. The Board will evaluate its teachers in compliance with the framework for the evaluation of teachers as approved by the State Board of Education, as amended, and in alignment with the "Standards for the Teaching Profession" as set forth in State Law.
- B. Unit members will be evaluated according to the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education, with modifications and adaptations set forth herein.

- C. Definitions
  - 1. "OTES" stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.
  - 2. "Teacher" for purposes of this article, "teacher" means a licensed instructor who spends at least fifty percent (50%) of his/her time providing student instruction and who is working under one of the following:
    - a. A license issued under R.C. 3319.22, 3319.26, 3319.222 and 3319.226; or
    - b. A professional or permanent certificate issued under former R.C. 3319.222.
  - 3. Substitute teachers and teachers not meeting this definition are not subject to evaluation under this article.
  - 4. "Credentialed Evaluator" each teacher subject to evaluation will be evaluated by a person who is credentialed as defined in R.C. 3319.111(d). Teachers who teach in multiple school buildings will be assigned one credentialed evaluator.

#### STANDARDS BASED TEACHER EVALUATION

- A. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.
- B. Each teacher evaluation will result in an effectiveness rating of:
  - 1. Accomplished
  - 2. Skilled
  - 3. Developing
  - 4. Ineffective

The specific standards and criteria for distinguishing between the above-referenced ratings/levels of performance will be the same as those developed by the State Board of Education, as amended from time to time, which are incorporated herein by reference.

- D. The Board may elect not to evaluate a teacher who was on leave of absence for fifty percent (50%) or more of the school year.
- E. The Board may elect not to evaluate a teacher who has submitted notice of retirement that was accepted by the Board not later than October 1<sup>st</sup> of the year the teacher was scheduled to be evaluated.

#### ASSESSMENT OF TEACHER PERFORMANCE

Teacher performance will be evaluated during formal observations, informal observations, also known as "classroom walkthroughs," and other methods of gathering teacher performance data. Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed by trained and credentialed evaluators based upon the Ohio Standards

for the Teaching Profession. The Board will utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

## FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 will be evaluated based on at least two (2) formal observations and classroom walkthroughs each school year, except as provided below.
- B. Teachers on a limited contract who are under consideration for nonrenewal will receive at least three (3) formal observations in addition to classroom walkthroughs.
- C. A teacher who received a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the Ohio Department of Education. If the PSM's student academic growth measure is lower than average, the PSM will be formally evaluated in accordance with the process set forth herein during the subsequent school year.
- D. A teacher who received a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two (2) years as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher, as determined by the Ohio Department of Education. If the PSM's student academic growth measure is lower than average, the PSM will be formally evaluated in accordance with the process set forth herein during the subsequent school year.
- E. In any year that a teacher is not formally evaluated as a result of receiving a rating of "Accomplished" or "Skilled" on the teacher's most recent evaluation, a credentialed evaluator will conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher.

## ASSESSMENT OF STUDENT GROWTH

- A. In determining student growth measures, the Board will comply with law and regulations adopted by the Ohio Department of Education.
- B. Where value-added methodologies exist for teachers, the Board will utilize them in the evaluation process, as required by law. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.
- C. When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process consistent with law.
- D. When neither teacher-level value-added data nor Ohio Department of Educationapproved assessments are available, the Board will use locally-determined student growth measures for teachers.
- E. The Board may implement a shared attribution measure within each individual school according to procedures established by the evaluation committee.

F. Data from approved measures of student growth will be scored in accordance with the Ohio Department of Education/OTES guidance.

## FINAL EVALUATION PROCEDURES

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon criteria developed by the Ohio Department of Education, as amended from time to time. Evaluations will be completed by May 1<sup>st</sup> and each teacher will be provided a written report of the results of his/her evaluation by May 10<sup>th</sup>. Written notice of nonrenewal will be provided by June 1<sup>st</sup>.

## PROFESSIONAL GROWTH PLANS AND PROFESSIONAL IMPROVEMENT PLANS

- A. Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan as set forth in the Ohio Department of Education's framework and guidance.
- B. Teachers meeting above-expected levels of student growth must develop professional growth plans.
- C. Teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the board-approved evaluator list.
- D. Teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee assigns credentialed evaluators to teachers meeting below-expected levels of student growth.

## PROFESSIONAL DEVELOPMENT PLAN

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board will adopt a specific plan for the allocation of financial resources to support the professional development of teachers covered by this article.

## REMOVAL OF POORLY PERFORMING TEACHERS

- A. A teacher who receives a final summative evaluation rating of "ineffective" for a period of two (2) years, whom has not met the criteria of the improvement plan based on the determination of his/her evaluator, and in consultation with the Superintendent, may be dismissed from employment. In addition, the Board may consider termination of a teacher for good and just cause under R.C. 3319.16 for persistently poor job performance.
- B. Nothing herein will prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law.
- C. The evaluation system and procedures set forth herein will not create an expectation of continued employment for teachers on a limited contract that are evaluated per this article.

## TEACHER EVALUATION POLICY

The Board retains its management right to evaluate unit members, including revising and amending the teacher evaluation policy, as the Board deems necessary. However, prior to the Board resolving to amend its teacher evaluation policy, any such amendments will be discussed by the evaluation committee. The evaluation committee, in turn, will make recommendations to the Superintendent on any proposed changes to the teacher evaluation policy.

## SECTION 7. JOB DESCRIPTIONS

PSMs will be provided a written copy of his/her appropriate job description at the beginning of the school year in the PSM's handbook.

The following personnel must possess a personal cell phone for business purposes: athletic director.

1. The allowance for certified employees' use of their personal cell phones will be paid quarterly (9/30, 12/31, 3/31, 6/30.)

## SECTION 8. SCHOOL CALENDAR

- A. The school calendar will be in accordance with the work day and work year provisions of this Agreement.
- B. A calendar committee comprised of the Association President or designee and one member from each building will be appointed by the Association President to develop a calendar for the ensuing school year. The Association will recommend a calendar to the Superintendent no later than the last day of November in the current school year.
- C. The Superintendent will tender a calendar recommended by the Association along with his/her recommended calendar, to the Board.
- D. Unless a change in the calendar is necessary to comply with Article III, Section 8, Item E, once the calendar is approved, there will be no change in the calendar without prior approval from the Association Executive Committee per Superintendent's request. The Superintendent will make the request through the Association President.

- E. Make-up days and hours will be completed as follows:
  - 1. The first five (5) calamity days of the school year will not be made up. Beginning with the sixth calamity day, all days will be made up by the students and the PSMs

The following options may be used as make-up days and hours in the following order if possible:

- a. Day after second parent/teacher conferences
- b. Thursday prior to Easter
- c. Monday after Easter
- d. Extending the school day by thirty (30) minutes
- e. Designated Saturdays
- f. Three (3) days at the end of the school year
- g. Electronic days/blizzard bags (ORC 3313.88) and as per Board Policy
- 2. Any previously approved extra-curricular school activity(s), field trips, other school sanctioned events or any PSM approved leave will be maintained without any charges nor reprisals against the PSM.

#### SECTION 9. STUDENT TEACHER

- A. No PSM will be assigned a student teacher without his/her consent. Student teacher supervision is not considered regular duty as covered by the negotiated Agreement of any PSM and will be a voluntarily accepted assignment.
- B. Upon his/her request, the PSM considering the acceptance of student teacher supervision will be given the opportunity to review the contract between the Board and the student teacher's college and/or university. A copy of that contract will be provided at the PSM's request at no cost to the teacher.

## SECTION 10. PROGRESSIVE DISCIPLINE PROCEDURES

The Administration may take progressive disciplinary action against any PSM for conviction of a felony, or a misdemeanor, or for violations of Ohio law, or failure to comply with any provisions of this contract, or for violations of Board policy, or any reasonable rules and regulations adopted by the Board of Education that are of like nature. The PSM will be notified of his/her right to representation at each step. Such disciplinary action will be imposed as follows:

- A. Step 1 first offense Verbal warning to PSM in a conference with the principal. The verbal warning will be noted in the PSM's personnel file.
- B. Step 2 second offense The offense will be reduced to writing by the principal. The

written reprimand will be signed and dated by the PSM and principal. The PSM's signature will not indicate agreement with the reprimand's content, but shows only that the PSM has received a copy of the written reprimand. A copy of the written reprimand will be placed in the PSM's personnel file.

- C. The records of a disciplinary action against a PSM will not be considered in any subsequent disciplinary action and will be removed from all files if there has been no other formal investigation taken against the PSM for a period of five (5) years.
- D. Upon the initiative of the Superintendent for good and just cause shown, Steps 1, and 2 above may be suspended, and a PSM brought before the Superintendent directly for disciplinary action. The Superintendent may suspend a PSM without pay for a period not to exceed five days. The PSM will be notified of his/her right to representation at each step.
- E. Disciplinary action is subject to the grievance procedure as set forth in this Agreement. No PSM will be reprimanded or disciplined without just cause.
- F. Nothing herein will preclude the Board of Education from instituting termination proceedings pursuant to Section 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted

## SECTION 11. SPECIAL EDUCATION

- A. PSMs who have assigned to their class a student who has been identified as disabled under the Individuals with Disabilities Act (IDEA), may be part of the student's team which develops the student's Individualized Educational Plan (IEP)/504 Plan and have direct involvement into the student's IEP/504 Plan. Any necessary training, in-service programs, and/or professional assistance will be provided on release time or the PSM will be paid his/her hourly rate for the time involved. PSMs will not be required to perform custodial care (i.e. diapering) or to perform any medical procedures except first aid on a student.
- B. Each PSM who is designated as an intervention specialist will be given two (2) days of release time during the school year to work on IEP's and related work. These days may be taken in half-day increments.

## SECTION 12. RESPONSE TO INTERVENTIONS

A. The goal of Covington's Response to Intervention Team (R.T.I.) is to provide a comprehensive, school based intervention in the areas of academic performance, student behavior, health, and school attendance.

Intervention will focus on identification and informal assessment of students experiencing attendance, academic, behavioral, and/or health problems. Individual action plans will emphasize prevention, the facilitation of supportive relationships and regular follow up support strategies. Students can be referred by PSMs, parents or other school staff.

- B. R.T.I. meetings will only be scheduled by the high school, junior high and elementary principals. R.T.I. Attendance forms (Addendum E) and subsequent documentation (i.e., intervention plans) will be completed and maintained by the person scheduling the R.T.I. meeting.
- C. At the K-6 level there will be five (5) paid supplemental positions for R.T.I. (Addendum B). Each R.T.I. member will be given one-half (½) day release time per month to conduct R.T.I. business. Additional meetings may be held as needed before or after school. Payment of supplemental contracts will be issued according to Article II, Section 3 (D). Non-supplemental elementary PSMs required to attend a meeting during their plan time, before or after school will be paid according to Article III, Section 12 (E).
- D. At both the junior high and high School, PSMs attending an R.T.I. meeting before or after school or during their plan time, will be paid according to Article III, Section 12(E).
- E. The rate of pay for non-supplemental elementary PSMs and junior high or high school PSMs attending an R.T.I. meeting will be twenty-five (\$25.00) per meeting or until the total costs exceeds four thousand dollars (\$4,000); and then the rate will be the number of meetings each PSM attends divided into the four thousand dollars (\$4,000). Payment will be made by June 30th.

## SECTION 13. <u>HEALTH AND SAFETY</u>

- A. Board Policy and Administrative Guidelines will address:
  - 1. Environmental Health and Safety Issues
  - 2. Control of Casual-Contact Communicable Diseases
  - 3. Direct Contact Communicable Diseases
  - 4. Substance Abuse
  - 5. Employee Assistance Program
  - 6. Drug-Free Workplace

## SECTION 14. EVALUATION COMMITTEE

- A. The Association and the Board agree to establish a standing, joint Evaluation Committee (EC) for the purpose of maintaining and advising on the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the evaluation of teachers of the Covington Exempted Village School District.
- B. Committee Composition
  - 1. The EC will be comprised of five (5) Association representatives appointed by the Association President and five (5) members appointed by the Board or its

designee. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend EC meetings.

2. EC members will be representative of elementary, junior high, secondary, and specialty areas (e.g., music, art, special education) within the district.

#### C. Operation

- 1. The EC will be chaired jointly by an EC member from the Association and an EC member chosen by the Board.
- 2. Members of the EC may receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.
- 3. The EC will establish by mutual agreement a meeting calendar, tasks for the EC to complete, and timelines for the completion of specific tasks.
- 4. Members of the EC may receive release time for committee work and training.
- 5. Minutes of meetings will be distributed to EC members, Association President and District Superintendent within five (5) working days following the meeting of the committee.
- 6. The EC will be authorized to utilize consultant(s) (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) As it deems appropriate. The cost, if any, will be borne by the Board.
- D. Compensation
  - 1. All CEA committee representatives will be compensated at the rate of twenty dollars (\$20.00) per hour for participation in EC meetings occurring outside of the regular workday.
- E. Committee Authority
  - 1. The EC is responsible for jointly developing, reviewing and recommending the policy, procedure and process, including the evaluation instrument, for teacher evaluation.
  - 2. The EC will not have the authority to negotiate wages, hours, or terms and conditions of employment.
  - 3. If either party wishes to consider any change or revision to the evaluation procedure and/or content, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the EC to revise the evaluation procedure and/or content, including the evaluation instrument, said recommendation will be made to the Superintendent.
  - 4. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement will discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

### SECTION 15. CLASS SIZE

The Board and the CEA recognize that the student-teacher ratio is an important part of effective and quality instruction. It is agreed that the number of students assigned to a teacher must reflect an efficient use of a teacher's time to develop and implement diversified, quality lessons to address the academic needs of his/her students and meet curricular standards.

It is further agreed that the building principals are responsible for the equitable distribution of teaching duties among staff members. During the second semester, the building principals will develop and convene an enrollment advisory committee to include five (5) CEA members - chosen by the CEA president, to review projected student-teacher ratios and teaching assignments for the succeeding school year.

The function of the enrollment advisory committee is to review and discuss enrollment data for the succeeding school year. This committee will serve in an advisory capacity to the Superintendent.

All reasonable efforts will be made to ensure that no grade level will experience consecutive years of large class sizes without assistance. Possible options to provide such assistance, at the discretion of the Superintendent, may include, but are not limited to:

- Aides at grade level, across grade level and/or individual classroom assistance
- Utilization of current staff (aides, Title I instructors, etc.)
- Additional teacher(s) hired

## SECTION 16. SCHOOL COUNSELOR EVALUATION

The Board of Education will utilize the Ohio school counselor evaluation rubric when evaluating school counselors. The Ohio School Counselor Evaluation Rubric ("evaluation rubric") consists of six standard areas which are based upon the *Ohio Standards for School Counselors* adopted by the Ohio State Board of Education in October, 2015 and a seventh area focused on metric(s) of student outcomes.

#### **Standard Areas**

The evaluation rubric consists of indicators based on the *Ohio Standards for School Counselors*. The evaluation rubric describes four levels of school counselor performance for each standard area. The indicators under each standard area describe the knowledge, skills and competencies of school counselors at each performance level (ineffective, developing, skilled and accomplished). School counselors must demonstrate their ability in all six standard areas.

Standard 1: Comprehensive School Counseling Program Plan.

Standard 1 is based upon the following Ohio Standard for School Counselors: school counselors collaboratively envision a plan for a comprehensive school counseling program that is developmental,

preventative and responsive, and in alignment with the school's goals and mission.

Standard 2: Direct Services for Academic Career and Social/Emotional Development.

Standard 2 is based upon the following *Ohio Standard for School Counselors*: school counselors develop a curriculum, offer individual student planning and deliver responsive services in order to assist students in developing and applying knowledge, skills and mindsets for academic, career and social/emotional development.

Standard 3: Indirect Services: Partnerships and Referrals.

Standard 3 is based upon the following *Ohio Standard for School Counselors:* school counselors collaborate and consult with school personnel, parents/guardians, community partners and agencies/organizations to coordinate support for all students.

Standard 4: Evaluation and Data.

Standard 4 is based upon the following *Ohio Standard for School Counselors:* school counselors collaboratively engage in a cycle of continuous improvements using data to identify needs, plan and implement programs, evaluate, impact and adjust accordingly.

Standard 5: Leadership and Advocacy.

Standard 5 is based upon the following *Ohio Standard for School Counselors:* school counselors lead school efforts and advocate for policies and practices that support an equitable, safe, inclusive and positive learning environment for all students.

Standard 6: Professional Responsibility, Knowledge and Growth.

Standard 6 is based upon the following *Ohio Standard for School Counselors:* school counselors adhere to the ethical standards of the profession, engage in ongoing professional learning and refine their work through reflection.

## Metric(s) of Student Outcomes

The evaluation rubric describes four levels of school counselor performance for the metric(s) of student outcomes area. In this portion of the evaluation rubric the school counselor will provide data demonstrating a variety of professional responsibilities. Such responsibilities may include, but are not limited to, designing classroom interventions and academic accommodations, promoting career and college planning (e.g. job fair, college week, CCP), and providing peer support and individual counseling. Such responsibilities are intended to affect the students' skills, knowledge, well-being and behaviors. The school counselor must clearly demonstrate and provide evidence of planned, implemented programs with the goal of impacting student outcomes, encouraging academic success, fostering emotional well-being and supporting post-secondary aspirations.

The evaluator and school counselor will collaboratively pre-determine the metrics that they will utilize for this portion of the evaluation rubric at the beginning of the evaluation cycle. If/when appropriate, the evaluator and the school counselor will include metrics from the Board of Education's report card issued under Section 3302.03 of the Ohio Revised Code.

## **School Counselor Final Summative Rating**

Using the evaluation rubric, the evaluator will determine the final summative rating for the school counselor: ineffective, developing, skilled or accomplished.

## Evaluators

The evaluation of school counselors must be conducted by evaluators who are approved by the Board of Education and who have successfully completed the school counselor evaluation state training.

## **Evaluation Cycle**

Except as otherwise provided for herein, school counselors will be evaluated annually. The annual evaluation process will consist of two formal observations that are each a minimum of thirty (30) minutes in duration and informal observations. Formal and informal observations must occur during times where non-confidential activities are scheduled so no breach in confidentiality occurs.

## Skilled School Counselors.

The Board of Education will evaluate a school counselor who received a final summative rating of skilled on his/her most recent evaluation once every two (2) school years so long as the metric of student outcomes, for the most recent school year for which data is available, is skilled or higher on the evaluation rubric. During the year in which the school counselor is not fully evaluated, the Board will conduct at least one (1) observation and one (1) conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.

If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is developing or ineffective, the school counselor will be fully evaluated in accordance with this agreement.

## Accomplished School Counselors

The Board of Education will evaluate a school counselor who received a final summative rating of accomplished on his/her most recent evaluation once every three (3) school years so long as the metric of student outcomes for the most recent school year for which data is available, is skilled or higher on the evaluation rubric. During the year in which the school counselor is not fully evaluated, the Board of Education will conduct at least one (1) observation and one (1) conference. The observation(s) must occur during a time(s) where non-confidential activities are scheduled so no breach in confidentiality occurs.

If the school counselor's metric of student outcomes, for the most recent school year for which data is available, is developing or ineffective, the school counselor will be fully evaluated in accordance with this agreement.

#### **Growth Plan/Improvement Plan**

#### Beginning the 2017-2018 school year

A school counselor with a final summative rating of accomplished will develop a professional growth plan. A school counselor with a final summative rating of skilled will develop a professional growth plan collaboratively with his/her evaluator. A school counselor with a final summative rating of developing will develop a professional growth plan with his/her evaluator. The school counselor must obtain approval for his/her professional growth plan from his/her evaluator. A school counselor with a final summative rating of ineffective will develop an improvement plan with his/her evaluator. The evaluator directs development of the improvement plan. The school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor must obtain approval for his/her improvement plan from his/her evaluator. A school counselor new to the field or new to the Board of Education will begin the school year on a professional growth plan. Notwithstanding anything in this agreement to the contrary, an evaluator has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system and provide reasonable time and support.

#### Written Report

The evaluation will be completed by the first day of May and the school counselor will receive a written report of the results of the evaluation by the tenth day of May.

## ARTICLE IV - PROFESSIONAL STAFF MEMBER CONTRACT

#### SECTION 1. LIMITED CONTRACTS

PSMs employed by the Board will be employed according to the following procedure:

- A. PSMs new to the Board will be hired for one (1) year.
- B. Upon re-employment after the first contract, the new contract will be for one (1) year.
- C. Upon re-employment after the second contract of one (1) year, the new contract will be for not less than two (2) years.
- D. Upon re-employment after the two-year contract, the PSM's contract will be for five (5) years and subsequent renewal thereof will be for five (5) year periods.
- E. The Board of Education may at any time grant a continuing contract, provided service and certification/licensure requirements are met by the PSM.
- F. The usual term of contracts for PSMs with continuous service in Covington will follow the sequence of one (1) year, another one (1) year, two (2) year, five (5) year, another five (5) year, until eligible for a continuing contract.
- G. A PSM who resigns or is non-renewed and who is subsequently rehired within twelve (12) calendar months will be eligible for multi-year contracts, subject to the provisions section "F" above.

H. A PSM who resigns or is non-renewed and who is subsequently rehired after twelve (12) calendar months have expired will not be eligible for multi-year contracts and will be treated as a PSM new to the system.

## SECTION 2. CONTINUING CONTRACT

Eligibility for continuing contract status is based on the following two factors: the teaching license or certificate held by the PSM and the length of teaching service within the District.

- A. The licensure requirement is met if the PSM:
  - 1. Holds a professional permanent or life certificate in any area of teaching under prior law,

or

- 2. Holds a professional educator license that was initially issued prior to January 1, 2011 under the current law, plus either of the following:
  - a. A Master's degree was held at the time of initially receiving a certificate or license

or

- b. If no Master's degree was held at the time of initially receiving a certificate or license, thirty (30) graduate semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- 3. For continuing contracts entered into for a teacher who was initially issued an educator license on or after January 1, 2011, said teacher must meet the following criteria to be eligible for continuing contract status:
  - a. The teacher holds a professional educator license, senior professional educator license, or lead professional educator license issued under Section 3319.22 of the Ohio Revised Code.
  - b. The teacher has held an educator license for at least seven (7) years.
  - c. The teacher has completed the applicable one of the following:
    - If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework or equivalent in the area of licensure or in an area related to the teaching field since the initial issuance of that license;
    - II. If the teacher held a master's degree at the time of initially receiving an educator's license, six (6) semester hours of coursework or equivalent in the area of licensure or in an area related to the teacher field since issuance of that license.

- B. The service requirement for continuing contract status is met when the PSM has taught within the District for at least three (3) of the last five (5) years.
  - 1. If, however, a PSM has achieved continuing contract status in another district prior to their employment in this district, the Board may grant continuing contract status after the PSM's second year of employment in the district.
  - 2. Any PSM on a multi-year contract, who is eligible for a continuing contract during a term of that contract, may request consideration for continuing contract status in accordance with Ohio Revised Code, Section 3319.08.
- C. PSMs will be recommended for a continuing contract when they become eligible, providing they furnish documentation of the completion of the eligibility requirement to the Superintendent not less than thirty (30) days prior to the date they wish to be considered. Any PSM, who is not recommended for a continuing contract when eligible, will receive written reasons directed at professional improvement of the PSM on or before April 30<sup>th</sup> from the Superintendent.

## SECTION 3. SUPPLEMENTAL CONTRACTS

- A. The Board will enter into a supplemental written contract with each PSM who is to perform duties in addition to the PSM's regular teaching assignment. Such supplemental contracts will be one-year limited contracts and will set forth the PSM's duties and will specify the salary to be paid for this service. Supplemental contracts will automatically terminate at the end of each contract year.
- B. PSMs having supplemental contracts for the current school year will, if known, be notified of their supplemental assignments for the following school year prior to June 30<sup>th</sup>.
- C. Indexes for supplemental contracts can be found in Addendum B.

## SECTION 4. NON-RENEWAL

- A. To the extent permitted by law, this article of the contract will supersede and replace section 3319.11 of the Ohio Revised Code. A PSM whose contract is non-renewed will only appeal such non-renewal under Article VIII of the grievance procedure of this agreement. It is agreed that the scope of review will be whether the Superintendent and/or his/her designee complied with Article III, Section 6 (evaluation procedure.)
- B. The PSM will be afforded a conference with the Superintendent if requested.

## **ARTICLE V - CHANGE IN ASSIGNMENTS**

#### SECTION 1. SENIORITY

#### A. Definition:

Seniority will be defined as the length of continuous service in the Covington EVSD.

- 1. Seniority will not be interrupted by authorized paid leaves of absence, all time on disability retirement up to a maximum of five (5) years, all or when the PSM is receiving workers' compensation. During unpaid leaves of absence, seniority will be maintained, but will not accrue.
- Fulltime PSM's shall receive one (1) year of seniority for each year worked and part-time employees, defined as contracted for less than one hundred eighty-five (185) days and/or less than seven (7) hours and forty (40) minutes per day, will receive prorated seniority.
- 3. A RIF will not contribute toward seniority. Seniority will be maintained, but not accrued during a layoff.
- 4. Seniority will be lost when a PSM resigns.
- B. Names of all PSM's will be placed on a seniority list and posted no later than October 1<sup>st</sup>. The names will appear from the most senior to the least senior within areas of certification/licensure. Continuing contracts are more senior than limited. PSM's certified in more than one area shall be listed for all areas of certification/licensure. PSM's will have thirty (30) days after posting of the seniority list in which to advise the Board of inaccuracies. If any inaccuracies are reported and found to be substantiated, a new list will be made and re-posted.
  - 1. If two or more PSMs have the same length of continuous service, seniority will be determined by:
    - a. The date of the Board meeting at which the PSM was hired, followed by:
    - b. The date the PSM signed his/her initial contract in the district, followed by:
    - c. The date on which the PSM submitted the first completed job application. The Board will record the date the district receives job applications.
    - d. Any ties remaining after (a), (b) and (c) will be broken by lot with an Association representative present.

#### SECTION 2. DEFINITION OF VACANCY

- A. A vacancy will be defined as:
  - 1. the creation of a new certified/licensed position,
  - 2. an existing certified/licensed position that is open due to the resignation, retirement, non-renewal, termination, transfer or death of a PSM, or

3. a grade level shift in student population that the Board decides to fill.

## SECTION 3. NOTIFICATION OF VACANCIES

- A. During periods when school is in session, any and all vacancy notices will be posted immediately in the staff workroom, as well as in the Office of the Board of Education, and will remain posted for a period of ten (10) work days.
  - 1. A vacancy notice will provide a complete description of the vacant position. The vacancy notice will include at a minimum: qualifications for the position, required training/certification, applicable salary/wage schedule, date of posting, and last date to apply, etc.
  - 2. The vacancy will be filled as soon as practical after the posting of the vacancy.
- B. During periods when school is not in session (i.e., extended non-teacher work days and summer break the Board Office will send notice of vacant positions to all PSM's via the OneCallNow phone calling system (or similar calling system). Which will allow them ten (10) work days after receipt to express interest in the position. The Board Office will provide a copy of the phone log and vacancy posting to the Association President for each occurrence upon request.

## SECTION 4. NOTIFICATION OF CHANGE IN ASSIGNMENT

- A. A PSM may request a change in assignment in writing to the Superintendent's Secretary on or before March 31<sup>st</sup> and/or in accordance with Article V, Section 2.
  - 1. Requests for a change in assignment will be reviewed in terms of qualifications.
  - 2. A PSM who is not granted a change in assignment will be given the reason(s) in writing. Requests for a change in assignment will not be unreasonably denied.
- B. An involuntary change in assignment will be defined as: a change in assignment initiated by the Superintendent, or the appropriate member of his/her staff which will serve the best interests of the Covington EVSD.
  - 1. The PSM will be consulted and the reasons for the change will be provided in writing prior to an involuntary change in assignment.
  - 2. When a PSM's room or assignment is changed, the administration and the PSM will jointly be responsible for the move.
- C. Prior to August 1<sup>st</sup>, PSMs will be given their tentative class and/or subject assignment and room assignment for the next school year. The tentative master schedule will be available for review at least ten (10) calendar days before the first day of school.

#### SECTION 5. REDUCTION IN PROFESSIONAL STAFF

- A. The Board may make a reasonable reduction, pursuant to Section O.R.C 3319.17 of the Ohio Revised Code.
- B. A reduction in force (RIF) will have occurred when the Employer reduces, eliminates or fails to fill a bargaining unit position. A RIF will only occur for the following reasons:
  - 1. By reason of a building, grade level or district-wide decrease in student enrollment from the previous year or years.
  - 2. By reason of the return to duty of a regular teacher after a leave of absence.
  - 3. Due to reasonable budgetary or financial reasons.
  - 4. By reason of suspension of schools or territorial changes affecting the district.
- C. When the Board determines it necessary to reduce the number of PSM positions, the following procedures will apply:
  - 1. The number of PSMs affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, die or whose limited contracts are not renewed. No PSM's contract will be non-renewed for the purpose of reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
  - 2. Reductions needed beyond those available by attrition will be made by suspending contracts as follows:
    - a. "comparable evaluations" are defined as certificated/licensed teachers with identical summative evaluation ratings on the most recent evaluation.
    - b. Part-time and hourly members of the Association will be laid off before fulltime Association members. The Superintendent's recommendations and the Board's decision regarding reductions will be based upon the results of the PSM's standards-based evaluation(s), if applicable, or the PSM's evaluation(s) if the PSM is not subject to OTES. In making his/her recommendation(s), the Superintendent will consider seniority as a "tie breaker" between PSM's who have comparable evaluations.
    - c. In accordance with the recommendation of the Superintendent, the Board of education will suspend the contracts of teachers, within each teaching field affected, on limited or extended limited contracts prior to suspending the contracts of teachers on continuing contracts. Subject to this requirement, the Superintendent's recommendations and the Board's decisions regarding reductions will be based upon the results of the PSM's standards-based evaluations(s), if applicable, or the PSM's evaluation(s), the PSM is not subject to OTES. In making his/her recommendation(s), the Superintendent will consider seniority as a "tie-breaker" between PSM's who have comparable evaluations.

- d. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that the PSM is required to work a percentage of the time he or she otherwise is required to work under his or her contract and receives a commensurate percentage of the full compensation he or she otherwise would receive under his or her contract, all teachers presented with the option of this partial contract will have the right of first refusal. Such refusal will not impact the teacher's full rights under the recall procedure, nor will they be subject to reprisals.
- 3. During the implementation of a RIF, no reassignment or transfer will occur that will cause a more senior PSM to be laid off before a less senior PSM.
- 4. The Superintendent will notify the Association President in writing not less than thirty (30) days prior to the date the RIF is to be implemented. The notification will include the reason/s for the RIF; the position/s to be reduced, eliminated, or not filled; the name/s of the employees to be affected; the date the Board intends to implement the RIF and the effective date of the RIF.
- D. The names of any PSMs whose contracts are suspended in a reduction in force will be placed on a recall list. PSMs on limited or extended contracts will be placed on a recall list for up to thirty-six (36) months from the date of the reduction. PSMs on the recall list will have the following rights:
  - 1. No new PSM will be employed by the Board while there are PSMs on the recall list who are certificated/licensed for the vacancy and have either (1) taught for at least one hundred twenty (120) days during the three (3) years preceding the reduction in the area of certification/licensure in which the vacancy exists, or (2) taken or will complete an academic refresher course in the area of certification/ licensure during the period he/she was on the recall list or during the first year of reassignment.
  - 2. PSMs on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed provided they have either (1) taught in that area of certification/licensure for at least one hundred twenty (120) days during the three (3) years preceding the reduction, or (2) taken or will complete an academic refresher course in the area of certification/licensure during the period he/she was on the recall list or during the first year of reassignment. Continuing contract teachers will be rehired prior to limited or extended-limited contract teachers, subject to this requirement, the Superintendent's recommendation and the Board's rehiring decisions will be based upon the results of the laid-off individual's standards-based evaluation(s), if applicable, or the individual's evaluation(s) if the individual was not subject to OTES while in active status. In making rehiring recommendations, the Superintendent will consider seniority as a "tie-breaker" between individuals who have comparable evaluations.
  - 3. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of all PSMs on the recall list. It is the PSM's responsibility to keep the Board informed of his/her current address. All PSMs are required to respond in writing to the district office within fifteen (15) calendar days from the

date of certified mailing of the recall notice. Any PSM who fails to respond within fifteen (15) calendar days from the date of certified mailing of the recall notice, or who declines to accept the position, will forfeit their right to recall for that particular position only.

If a PSM on the RIF list accepts or declines a part-time position, they will remain eligible for recall as described in Article 5, Section 2(B). If a member misses the recall deadline, the PSM will move to the bottom of the list.

- 4. A PSM on the recall list will upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority. A PSM on the recall list who is employed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to PSMs in active employment provided the PSM pays the group rates for such benefits, according to federal and state laws or regulations of the vendors supplying fringe benefits permit.
- 5. A PSM on the recall list retains the right to accumulate seniority credits in all areas of licensure and such will be honored upon return or rehire to the district.
- 6. Any additional certification or change in educational status will be recognized for recall

## **ARTICLE VI - SALARY AND FRINGE BENEFITS**

## SECTION 1. SALARY

A. The salaries for PSMs covered herein will be set forth on Addendum A, attached hereto and made a part hereof.

Wage increases

- 2.75% increase annual base effective August 1, 2017
- 3.0% increase annual base effective August 1, 2018
- 3.0% increase annual base effective August 1, 2019
- B. Each PSMs mandatory contribution to the State Teachers Retirement System of Ohio will be designated as a "pick-up." This salary reduction method will be in accordance with that permitted by Attorney General Opinion 82-097. It is understood that it is the responsibility of each individual PSM to make necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- C. Compensation for part-time elementary PSMs will be prorated on a percentage basis of time required. Compensation for part-time secondary PSMs will be prorated on a percentage basis according to the class period required. All PSMs on a 0.50-time basis or greater will be granted proportionate planning and counseling time.
- D. PSMs who have earned additional college credit which would entitle them to a higher salary classification must submit from the university written evidence of completion of the

additional credit to the Superintendent or his/her designee. Notification of additional training prior to September 15<sup>th</sup> will result in advancement on the salary schedule which will be retroactive to the beginning of that school year. Notification of additional training prior to January 15<sup>th</sup> will result in advancement on the salary schedule which will be effective the beginning of the second semester of that school year.

- E. Years of service means all years of full-time teaching in public schools, regardless of training, and up to five (5) years of military service. A full year of credit will be given only for eight (8) months or more of active military service.
- F. PSMs newly employed in the district may be granted up to and including ten (10) years of public school teaching service based on prior service elsewhere, including up to five (5) years of military service at the sole discretion of the Superintendent.

## SECTION 2. INSURANCE

A. Hospitalization/Surgical/Major Medical

The Board will provide a hospitalization/surgical/major medical insurance plan for each PSM who desires it. The Board will provide a choice of two plans; a Preferred Provider Option (PPO) and a High Deductible Health Plan (HDHP)/Lumenos HSA PLAN as described in Addendum H.

The prescription coverage through CVS/Caremark has a 90-day mail in plan. The benefit levels of the plans will be provided in the Summary of Benefits effective October 1, 2011 as shown on the webpage, https://epc-online.benelogic.com.

**High Deductible Health Plan**: the Board will contribute eighty-nine percent (89%) of the premium cost and the PSM will contribute eleven percent (11%) of the premium cost.

- 1. Same coverage as the PPO Plan, with higher deductibles and co-pays.
- 2. Board agrees to put into the HSA annually one thousand dollars (\$1,000) for single coverage and two thousand dollars (\$2,000) for employee plus one coverage, employee plus children coverage or family coverage for the duration of this agreement. If a PSM who receives such a contribution resigns of is terminated for good and just cause prior to the last day of the school year, he or she will be required to reimburse the Board the prorated amount.

**PPO Plan**: the Board will contribute eighty-seven percent (87%) of the premium cost and the PSM will contribute thirteen percent (13%) of the premium cost.

The split in premium costs will be effective with the following two exceptions:

1. When PSM is covered under another policy, unless that coverage is totally individually purchased self-insurance or coverage from the PSM's dependent(s) under survivor benefits, any simultaneous coverage by the Board's plan will be at the sole expense of the PSM, except as required by law or court order.

2. When both spouses are employees of the Board, they will be enrolled for family coverage or two (2) single plans and the Board contribution will be one hundred percent (100%) of the applicable Board insurance premium.

Please refer to your individual policy for complete coverage and benefits.

Less than full-time PSM will be eligible to receive a pro-rated share of the Board's contribution of a full-time PSM.

If the PSM's spouse has medical insurance offered at their place of employment and the employer pays 60% of the total cost, then said spouse is required to participate in that insurance plan. The employee's spouse is allowed to enroll in Covington's plan as secondary coverage.

B. Life Insurance:

The Board will select and pay premiums for a term life insurance policy with a face value of forty thousand dollars (\$40,000) for each full-time PSM.

Each half-time or more, but less than full time, PSM will have a term life insurance policy with a face value of twenty thousand dollars (\$20,000).

C. Dental Insurance:

The Board will provide a dental insurance plan for each full-time PSM who desires it. Part- time PSM will acquire the same dental protection by paying the prorated premium represented by the portion of the day not worked by them.

The Board will pay ninety percent (90%) of the monthly premium and the employee will pay the remaining ten percent (10%).

Please refer to your individual policy for complete coverage and benefits.

D. The Board will provide a vision insurance plan for each full-time PSM who desires it. Parttime PSM's may acquire the same vision protection by paying the prorated premium represented by the portion of the day not worked by them.

The Board will pay ninety percent (90%) of the monthly premium and the PSM will pay the remaining ten percent (10%).

E. Section 125 Flexible Benefits Program:

The Board will continue to implement a Section 125 Flexible Benefits Program for those PSMs covered under this Agreement. The Board will pick up the current administrative costs for said program. This program is not available to the employees who are participating in the Health Saving Account (HSA).

- F. In the years that the Board receives a rebate for premiums paid to the insurance carrier, the rebate will be distributed among the Board and all PSMs that are enrolled in that particular provider's plan at the same rate which they contributed.
- G. PSMs who choose to opt out of medical benefits provided by the Board will receive an annual stipend of fifteen hundred dollars (\$1,500) if eligible for a family plan, seven hundred fifty dollars (\$750) for a single plan. Payment will be made by September 15<sup>th</sup> of the following year. To be eligible for the stipend, the employee must not take the health

insurance from September 1<sup>st</sup> through August 31<sup>st</sup> each year. Less than full-time PSMs will be eligible to receive a pro-rated share of the stipend.

## SECTION 3. SEVERANCE PAY

- A. PSMs with five (5) to nineteen (19) years of service to the Board at the time of their retirement from the Covington Schools, or death while an employee of the Board, will receive payment based on the PSM's rate of pay at retirement or death for one-fourth (1/4) of the PSM's accrued but unused sick leave up to a maximum of sixty-one (61) days effective August 1, 2008. PSMs with twenty (20) years or more of service to the Board will receive up to a maximum of sixty-eight (68) days effective August 1, 2017. The maximum amount of accrued sick leave days is two hundred seventy-two (272).
- B. In case of retirement, such payment will not be made at the time of a PSM's resignation. Such payment will not be made until the PSM officially retires and has an application for retirement approved by the State Teachers Retirement System. Payment will not be made while the PSM is still receiving regular paychecks. Conversion of sick leave upon retirement will eliminate all sick leave credit accrued by the PSM.

Only those PSMs whose effective date of retirement with the State Teachers Retirement System or the School Employees Retirement System is no later than ninety (90) calendar days after their final day of paid service with the Covington Exempted Village Schools shall be eligible to be paid such severance pay.

C. In the event of death while a PSM, payment will not be made until a certified copy of the death certificate is filed in the Board of Education office. Payment will be made to the predetermined beneficiary, or the PSM's estate.

## SECTION 4. MILEAGE

If a PSM uses his/her vehicle for authorized school business, and he/she submits the proper documentation, the Board of Education will reimburse the PSM at the IRS rate in effect at the time of travel.

## SECTION 5. COURSEWORK REIMBURSEMENT

A Coursework Reimbursement Program will be made available to all PSMs. Tuition is defined as cost per credit hour. The school district will set aside twenty-two thousand five hundred dollars (\$22,500) to fund the Coursework Reimbursement Program with a maximum of twelve (12) semester hours per year per PSM.

Procedure:

- A. Applications must be pre-approved by the Superintendent or designee before the firstclass session is held. The Superintendent's approval is final.
- B. Transcripts must be submitted indicating successful completion with a minimum grade of

"B-" for each class or a pass in a pass/fail course.

- C. The PSM must be currently employed by Covington Exempted Village School District at the time of reimbursement.
- D. The amount in the coursework reimbursement program will be divided equally by the total approved graduate semester hours of all PSM.
- E. Coursework reimbursement will be granted from graduate courses in educational methods, areas of instruction, or curriculum, or educationally related fields, or as approved by the CPDC certified/licensed renewal or upgrade.
- F. Reimbursement will not exceed actual tuition expenses of the PSM.
- G. Part-time PSMs will be reimbursed at a rate of fifty percent (50%) of the full-time PSM's rate.

Timelines:

- 1. Reimbursement year is from September 1<sup>st</sup> through August 31<sup>st</sup>.
- 2. An official transcript is due by October 15<sup>th</sup> following the reimbursement year. Receipts accompanied by a course description of other document indicating required book/material supplies will be due November 15<sup>th</sup> following the reimbursement year.
- 3. Reimbursement for tuition will be paid by the second Friday in December. Reimbursement for book/material expenses as required by the course will be paid by the second Friday in January.
- 4. Reimbursement will be paid on the number of semester hours successfully completed.

## SECTION 6. NATIONAL BOARD CERTIFICATION

Upon receipt of earning initial certification or renewal of certification only from the National Board for Professional Teaching Standards (NBPTS), a stipend in the amount of two thousand dollars (\$2,000) will be awarded in one lump sum to the PSM no later than June 30<sup>th</sup>. In order to qualify for the stipend, the PSM must be employed by the district at the time the expense was incurred. Stipends will be prorated based on percentage of employment in the district at time of receipt or renewal of certification.

## SECTION 7. LICENSURE FEES

The Board will reimburse the professional staff member for all costs paid for any certification/licensure and/or upgrade of a certification/license as required by their position, up to a maximum of two hundred dollars (\$200) once every five (5) years.

## SECTION 8. CRIMINAL BACKGROUND CHECKS

The Board will reimburse all costs for background checks that professional staff must complete to remain employable by the district in compliance with Ohio law.

## SECTION 9. EARLY NOFICATION OF RESIGNATION OR RETIREMENT INCENTIVE

A PSM who submits a binding letter of resignation to the Board on or before February 1<sup>st</sup> of the year in which the PSM resigns or retires will receive a four hundred dollar (\$400) incentive payment. A PSM who submits a binding letter of resignation to the Board on or before March 1<sup>st</sup> of the year in which the PSM resigns or retires will receive a two hundred fifty dollar (\$250) incentive payment. In order to receive an incentive payment under this section, the PSM must submit a binding letter of resignation on or before the date specified herein effective on the last day of school of the year in which the PSM resigns or retires.

Payment for this early notification bonus will be added to the PSM's regular paycheck and made on or before June 30<sup>th</sup> of the year of resignation or retirement.

## **ARTICLE VII - LEAVES**

All authority to grant leaves of absence, both with pay and without pay, is granted by the Ohio Revised Code,

## SECTION 1. LEAVE OF ABSENCE WITH PAY

Under conditions hereinafter specified, PSMs of the Board will be granted leaves of absence with pay. The following amounts of days are hereby set aside for illness and for personal leaves of absence with pay in accordance with the following categories:

- A. Sick Leave:
  - There will be one and one-quarter (1 1/4) days of sick leave per month, credited at the end of each month, a total of fifteen (15) days per contract year, for PSMs. The sick leave will be cumulative to two hundred seventy-two (272) days.
  - 2. Each PSM with less than five (5) days of cumulative sick leave at the beginning of a school year will be credited with five (5) days in advance. Sick leave beyond the five (5) days advanced will not be credited until the advance is made up and further sick leave earned.
  - 3. A PSM may use a part or all of the accumulated sick leave-up to two hundred seventy-two (272) days. After any period of approved absence as described in the sick leave policy, the leave can again be accumulated to the maximum of two hundred seventy-two (272) days of regular attendance. The primary purpose of the sick leave policy is to protect a PSM against loss of pay because of a personal illness.

A maximum of ten (10) days of the accumulated sick leave may be used for death of spouse or child.

A maximum of five (5) days of accumulated sick leave may be used without loss

of pay for a death in the immediate family. Immediate family will include spouse, parents of PSM or spouse, children and their wives or husbands, grandparents, grandchildren, stepchildren, siblings, brother/sister-in-law, aunts, uncles or anyone living in the same household. Any special circumstances not covered above must be approved by the Superintendent.

PSMs may use sick leave for absence due to illness, injury, incapacitation due to pregnancy, exposure to contagious disease which could be communicated to other employees if recommended in a written statement by a physician, and illness in the PSM's immediate family.

4. PSM of the Board employed after September 1, 1969, and who have sick leave credit that was earned in another Ohio school system, public agency, or service, may transfer the sick leave earned in accordance with O.R.C. Section 124.38.

A certificate from the administrative officer where the PSM was last employed certifying the number of days of accumulate sick leave on a full-day basis of employment will be presented to the Treasurer of the Board prior to September 15<sup>th</sup>.

5. A PSM missing more time than that covered by his accumulated sick leave for approved reasons or any other reason will have salary deductions made in accordance with the following formula:

For a nine (9) month term of employment for PSMs (base salary divided by one hundred eighty-five (185) days) for extended service (base salary plus salary for extended service divided by the actual days of service); for PSMs working ten (10) months the divisor will be two hundred five (205) days.

- 6. Upon returning from sick leave, PSMs must file a leave request using the employee kiosk available on employee SILK website.
- B. Personal Leave:

The Board of Education will grant Personal Leave privileges to PSMs, and the following rules will govern the use and administration of Personal Leave for PSMs covered hereunder.

- 1. Personal Leave, of an unrestricted nature, not to exceed three (3) days per school year, shall be granted all PSMs covered hereunder.
- 2. Personal Leave may only be used if the reason for the absence is not covered in the Sick Leave Policy.
- 3. Personal Leave is defined as any business which must be conducted at a time in conflict with the regular school day, or an emergency over which the PSM has no control and which requires immediate attention. The Board and the Association trust that the PSMs will use this Personal Leave privilege for its intended purpose as defined immediately above.
- 4. Personal Leave requests will be directed to the building principal a minimum of three (3) days in advance, on the employee kiosk.

- 5. Personal Leave will not be granted to more than two (2) PSMs per building per day.
- 6 Personal Leave may be taken in half-day periods but each use must be for at least a half-day duration.
- 7. Personal Leave may be granted PSMs employed less than full time in proportion to their employment status.
- 8. Personal Leave will not be cumulative from year to year.
- 9. Personal Leave will not be deducted from Sick Leave.
- 10. Emergencies that do not permit the three-day notice may be approved by the building principal.
- 11. Personal Leave will not be granted for:
  - a. Days on which a regularly scheduled district meeting has been called, except in extreme emergency situations.
  - b. The day immediately following or preceding a holiday or vacation, or on the first or last day of the school year, except for extreme emergency or when specifically assigned by the Superintendent.
- 12. PSMs will be compensated for any unused personal leave at the rate of one hundred dollars (\$100) per day. Payment will be made by June 30<sup>th</sup>.

Suggested Reasons:

- 1. Disaster affecting family and/or property.
- 2. Observance of religious holidays where total absence from work is required.
- 3. Transportation of children to and from college, military service, and other such institutions if none other than a school day is suitable.
- 4. Induction into military service.
- 5. Attendance at graduation exercise for self, son, daughter, or spouse.
- 6. Necessary legal appointments and court appearances as litigant or witness. (Medical appointments will be taken as sick leave.)
- 7. Official voting delegate representing community organizations such as church, civic, lodge, or service club.
- 8. Weddings in the immediate family.
- 9. Death in less than immediate family. One day of absence at a time will be allowed when the death is that of a friend or relative not in the immediate family.

#### C. Sabbatical Leave:

Any PSM who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) academic year, subject to the following restrictions: The PSM will present to the Superintendent for approval a plan for professional growth ninety (90) days prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed. The PSM may be required to return to the district at the end of the leave for a period of at least one year, unless the PSM has completed twenty-five (25) years of teaching in this state.

#### D. Assault Leave:

Any service-connected case of physical assault on a PSM occurring on the school premises or during a school sponsored function and not caused by another employee of the district will be reported immediately to the principal or other administrator in charge who will initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence will be at no loss in pay and will not be chargeable to sick leave, to a maximum of fifteen (15) days per PSM each school year.

Medical verification will be furnished to the Superintendent for all such absences requiring more than five (5) days leave. The Board will have the right to require a medical examination by a physician of its choice after the PSM has been absent for five (5) school days per occurrence. In such event, the Board will pay the full costs of the examination.

Absences due to court appearances resulting from an assault will be chargeable to assault leave.

If a PSM is required to be absent from school because of court appearances resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days, equivalent to the number of days used for court appearances will be granted to that PSM.

The PSM assaulted agrees to cooperate fully with police and the administration on any investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

E. Leave for Jury Duty:

In accordance with Section 3313.211 of the Ohio Revised Code, a PSM who is absent from school for jury duty will be granted partial pay not to exceed the difference between the PSM's regular compensation and the remuneration received for serving as a juror. It is suggested that the PSM sign over to the Board Treasurer their jury check and in return will receive their full pay from the Board. In case of absence from duty in response to a subpoena in a case in court or an administrative hearing in which the PSM is not a party or in the case of absence from duty because the PSM is a defendant in a civil action arising out of a performance of the PSM's teaching duty, there will be deducted from the salary, the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred.

## SECTION 2. LEAVES OF ABSENCE WITHOUT PAY

Requests for leaves of absence without pay will be submitted to the employee kiosk. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A PSM returning from an authorized leave of absence without pay will be placed on the appropriate salary step. A PSM will not receive an experience increase for a leave of absence. All leaves of absence without pay will in no event end sooner than the period of time granted without specific written approval by the Superintendent. Fringe benefits may be maintained during any of the approved leaves of absences described below at the expense of the PSM requesting leave, and only if federal and state laws or regulations of the vendors supplying fringe benefits permit.

- A. Ill Health:
  - 1. A written application for leave of absence for ill health must be accompanied by a statement from the attending physician recommending that a leave of absence be granted, and for how long.
  - 2. Such request for leave of absence will be granted for not less than one semester, when possible, nor more than one school year. The leave may be renewed, but in no event will a leave extend for more than one (1) academic year. The request for extension of leave for personal illness will be accompanied by a doctor's statement recommending such an extension.
  - 3. If an PSM is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or the PSM has been absent due to personal illness for a continuous period of thirty (30) days following the expiration of sick leave, the Superintendent may recommend, without the request of the PSM, a leave of absence for a part of the school year, and renewals thereof.
- B. Maternity Leave:

The Board will grant a leave of absence, without pay, for reason of pregnancy, to any PSM, upon written request for such leave. Application for maternity leave will be filed at least ninety (90) days prior to the requested leave starting date unless there is an emergency situation. A leave of absence for maternity will not be extended beyond the current school year in which it is given and in which childbirth takes place.

- C. Military Leave:
  - 1. Military leave of absence will be granted to any PSM who is drafted or recalled to active duty with any branch of the armed services of the United States.

- 2. A PSM returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.
- 3. Voluntary re-enlistment immediately terminates military leave granted by the Board of Education.
- D. Deduct Days

In the event a PSM must be absent for reasons other than those stated in this agreement, the PSM may be allowed days without pay at the discretion of the Superintendent.

## SECTION 3. FAMILY AND MEDICAL LEAVE

The parties to this agreement will have whatever rights, duties, discretion, and responsibilities as are set forth in the Family Medical Leave Act as is or may be amended, which are summarized below:

- 1. An eligible PSM may request up to twelve (12) weeks of unpaid leave per a twelve (12) month period for the birth and care of a new born child, or to care for the PSM's spouse, son, daughter, or parent with a serious health condition, or to use for the PSM's own serious health condition. Such leave may be taken for the care of a newly adopted or newly placed foster child. A year will be defined as the twelve (12) month period of time beginning with the first usage of this leave under the FMLA by the employee.
- 2. To the extent that provisions of the FMLA are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which a PSM is entitled under the FMLA will run concurrently with existing paid leave benefits.
- 3. Intermittent Leave under the FMLA may only be taken by the half-day or full-day when medically necessary. The PSM will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.
- 4. The Board will continue to pay the Board's contribution to the current medical insurance plan for the PSM while they are on leave under FMLA.
- 5. The Board will return the PSM taking leave under FMLA to the same or similar position he/she occupied prior to the leave.

#### SECTION 4. DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS OR INJURY

- I. Applicant
- A. A PSM or medically dependent immediate family member that requires the absence of the teacher from his/her assigned duties, who has a catastrophic illness or critical injury and who has exhausted all accumulated paid leave may be granted additional paid leave through donation of sick leave by other teachers. Donated sick leave days may not be used for occasional absences.

- B. The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.
- C. Immediate family will be defined for the purpose of this article only as spouse and dependent children.
- D. A PSM requesting a donation of sick leave from other teachers will complete an application Form A (Addendum F) in writing to the Association-Administration Committee (members to include BOE Treasurer, CEA President or designee, and an Association Rep.) which will meet and make a determination on the application.
- E. The application must include, from the attending physician, proof of need for additional sick leave days and a projected date of return to duty. Additional pertinent information from the applicant may also be submitted to the Committee for its consideration.
- F. The number of days requested by the teacher will not exceed thirty (30) days.
- G. If the application is granted, the CEA will assume the responsibility for solicitation of donations of accumulated sick leave days from other teachers.

II. Donation

- A. A PSM may not donate more than five (5) days per occurrence, with a maximum donation of fifteen (15) day(s) of sick leave per school year. Donated days will be permanently subtracted from the employee donating such days.
- B. Once a solicitation has begun, each PSM willing to donate sick leave will complete the necessary Form B (Addendum G) notifying the CEA President.
- C. The CEA President will keep a record of the order in which the donations are received. The days will be deducted on a first-come, first-serve basis.
- D. Donation forms will be submitted by the CEA to the Treasurer for processing within five (5) working days prior to the date of the PSM's absence, or as soon as known.
- E. Notice will be given by the Treasurer to the Employee donating sick leave, if such leave is used.
- F. The decision of the Association-Administration Committee will be final, and not subject to the grievance and arbitration provisions of the contract. In carrying out the provisions of this policy, CEA agrees to indemnify and save the Board and/or its representatives harmless against any and all claims, including the cost of defense, that may arise out of or by reasons of action taken by the CEA and/or its members in donating or failing to donate sick leave days hereunder.
- G. This agreement will be evaluated annually by the LMC and changes will be made mutually by both parties.

# **ARTICLE VIII - GRIEVANCE PROCEDURE**

#### SECTION 1. PURPOSE

The purpose of this procedure is to provide a way for the Board, and its PSMs to reach solutions to problems that may occur between them. Good morale is maintained, effective job performance is enhanced, and the citizens of the community are better served when sincere efforts of the employer, and PSM are exerted toward constructive solutions to problems that may arise. It is the intent of this Article to provide in a simple, straight forward, and easily understood way for the solution to problems at the lowest possible administrative level as fairly, and as expeditiously as possible.

#### SECTION 2. DEFINITION

- A. Grievance A claim by a PSM or group of PSMs of a violation, a misapplication or a misinterpretation of the terms of the collective bargaining agreement between parties, specifying that which is claimed to be violated and the specifics of such violation. The term "grievance" will not apply to any matter for which (1) the method of review is prescribed by law or (2) the Board of Education is without authority to act.
- B. PSM -- Any person employed by the Board to perform services, either full or part-time.
- C. Grievant -- The PSM, PSMs or Covington Education Association on behalf of its member(s) filing the grievance.
- D. Days -- Working days exclusive of Saturday, Sunday, or official holiday.
- E. Immediate Administrator -- That PSM possessing that degree of administrative authority next in rank above the grievant.
- F. Parties of Interest -- Any person or group of persons involved in the processing of the grievance.

#### SECTION 3. GENERAL PROVISIONS

- A. A grievant must appear on his own behalf and may be represented by an Association representative of his/her choice at any and all levels of the Grievance Procedure herein described.
- B. The party of interest receiving the grievance may be represented as herein described.
- C. No reprisals of any kind will be taken by any participant in the grievance procedure by reason of such participation.
- D. All decisions rendered at all levels of the procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest.
- E. Forms for filing grievances will be made available upon request to facilitate operation of

the procedure.

- F. All meetings and hearings will be conducted in private, except at Step III which may be open or closed at the option of the grievant.
- G. Grievance should be processed in a manner that does not interfere with the normal operation of the schools.
- H. No record, document, or communication concerning a grievance will be placed in the personnel file of any participants involved in the procedure herein described.

#### SECTION 4. <u>TIME LIMITS</u>

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If a PSM does not file a grievance in writing within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance will be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal will be barred.
- D. Failure to communicate, at any step of these procedures, the decision of a grievance within the specified time limits will permit the grievant to proceed to the next step.
- E. All notices of hearings and dispositions of grievances will be dated, signed, and hand delivered to the grievant.
- F. In the event a grievance is filed after May 15<sup>th</sup> of a school year and strict adherence to the time limits may result in hardship to any party, all parties will use their best efforts to process such grievances prior to the end of the school year or as soon thereafter as possible.
- G. All other grievances submitted after May 15<sup>th</sup> of a school year will be processed at a time mutually agreeable to by the parties in interest, but no later than the beginning of the next school term.

#### SECTION 5. <u>PROCEDURE</u>

- Step I An informal meeting between both parties will be held in an attempt to resolve the issue. If the issue is not resolved in the informal meeting, then the grievance will proceed to the next level. If the immediate supervisor does not have the authority to grant the relief sought, the matter will be submitted in writing to the Superintendent at Step III.
- Step II The grievant will present a formal claim by submitting a completed Grievance Report Form, Step II, which form is set forth in Addendum C. Copies of the form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies/or rules allegedly violated, and the relief sought will be submitted by the grievant to the immediate supervisor and the Association President or designee. Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor will meet with the grievant and the grievant's chosen employee representative in an effort to resolve the grievance.

The immediate supervisor will have the right to be represented at this meeting by a system employee of the supervisor's choosing, excluding persons who may be involved in subsequent steps of the Grievance Procedure and any other bargaining unit member.

The immediate supervisor will indicate his disposition of the grievance within five (5) school days after such meeting by completing Step II of the Grievance Report Form (Addendum C) and submitting copies of the completed form to all parties in attendance at the meeting.

- Step III If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant will complete Grievance Report Form, Step III (Addendum C), and submit the grievance to the Superintendent within ten (10) days of grievant's receipt of the disposition at Step II. Within ten (10) days of receipt of the Grievance, Step III, the Superintendent and his designated representative, excluding Board of Education members will meet with the grievant and any representative of grievant's choice. Within five (5) days of this meeting, the Superintendent will indicate in writing his disposition of the grievance by completing his/her portion of Step III and forwarding it to the grievant, with copies to all parties in attendance at the Step III meeting
- Step IV If the grievant is not satisfied with the disposition made at Step III, then the grievant will complete Grievance Report Form, Step IV (Addendum C), within ten (10) days of receipt of disposition at Step III and submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.

The Board, along with a representative of the Board's choosing, within ten (10) days of the filing of the appeal will meet with the grievant's representative, and the Superintendent to review such grievance. The Board may waive the review by indicating such waiver on the grievance form.

The review by the Board may be made by completing the Grievance Report Form, Step IV (Addendum C), within ten (10) days of the meeting, with copies of such disposition furnished to all persons in attendance at Step V.

Step V If the Association is not satisfied with the disposition made at Step IV, then the grievant will complete Grievance Report Form, Step V (Addendum C), within ten (10) days receipt of disposition at Step IV, and submit the grievance to Binding Arbitration by filing a copy with the Treasurer of the Board.

The parties will make a joint request for a list of arbitrators to the American Arbitration Association (AAA). A single arbitrator will be selected by the method of alternate striking. The appointment of the arbitrator and arbitration proceedings will be conducted in accordance with the voluntary rules of the American Arbitration Association.

Each party's cost for preparing for the arbitration, witnesses, etc., will be borne by each party. The compensation and expenses of the arbitrator will be shared by the parties. The arbitrator will submit two copies of the decision to each party within thirty (30) days of the arbitration hearing.

The decision of the arbitrator will be binding on both parties.

# **ARTICLE IX - MISCELLANEOUS**

## SECTION 1. CONFLICT WITH LAW OR REGULATION

If any provision of this contract, or any agreement reached through this contract, or any application thereof to any PSM, or group of PSMs is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law. The parties will meet not later than ten (10) days after any such holding for the purpose of renegotiating the provision or provisions affected, as necessary.

## SECTION 2. MENTOR PROGRAM

- A. Per the Ohio Department of Education, "a four-year resident educator program of support and mentoring for new teachers will provide Ohio educators just entering the profession with quality mentoring and guidance essential for a long and flourishing career. Successful completion of the residency program will be required to qualify for a five-year professional educator license".
- B. Therefore, Covington EVSD will follow the guidelines set forth in the Ohio Resident Educator Program for the resident teacher and his/her Covington EVSD teacher mentor.
- C. The Board will pay a stipend of one thousand dollars (\$1,000) for the teacher(s) serving as mentor teachers under the resident educator program for the first year of the resident educator program. The Board will pay a stipend of five hundred dollars (\$500) for the teacher(s) serving as mentor teachers under the resident educator program for the second

and third years of the resident educator program. Mentor teachers will be paid the appropriate stipend for each resident educator they mentor.

### SECTION 3. INTELLECTUAL PROPERTIES

The Board of Education will not financially infringe upon ownership of intellectual properties of a PSM developed while employed by the district.

#### SECTION 4. LABOR MANAGEMENT COUNCIL

- A. The Labor Management Council (LMC) shall meet with the Superintendent monthly during the school year.
- B. Members of the LMC will include a three (3) PSM representatives appointed by the Association, the Association President, classified staff representatives appointed by the Covington OAPSE Chapter, the Covington OAPSE Chapter President, the Superintendent,

The Treasurer, and one building principal appointed by the Superintendent.

- C. Elementary, junior high, and high school will also establish a staff leadership team. Representatives on this committee will include volunteer staff members and the building principal.
- D. The LMC does not have the authority to change the terms and/or conditions of the Master Agreement.

#### SECTION 5. MASTER TEACHER

- A. Definition: A Master Teacher demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning.
  - 1. Master teacher strives for distinguished teaching and continued professional growth as specified by *The Ohio Standards for the Teaching Profession.* 
    - a) There will be no adverse impact on the teacher's performance evaluation as established in this Master Agreement.
  - 2. The Covington Professional Development Committee will meet at least once per each school year to evaluate all applications using criteria, processes, procedures, and rubrics development by the Ohio Department of Education in conjunction with the Ohio Educator Standards Board.
  - 3. The current CPDC rules, adopted as of June 2007, governing membership, term of office, vacancy or removal, scheduling of meetings and payment of stipend will apply. The current CPDC in effect will be incorporated into this agreement and any dispute will be resolved in accordance in Article VIII.

## SECTION 6. TECHNOLOGY UTILIZATION PROVISION

- A. PSMs have the right to use technology equipment and software.
- B. Technology Usage Agreements will not deny PSMs due process rights.
- C. Monitoring of e-mail, and computer usage may be required for just cause.
- D. Training will be provided during paid time for various software programs and technology usage that PSM's are expected to use.
- E. In the event the Board changes its Internet Use Policy, the Board will notify all PSMs with a hard copy of the original and amended policy before implementing a change.

#### SECTION 7. COVINGTON PROFESSIONAL DEVELOPMENT COMMITTEE

A. Governance

The Covington Exempted Village Schools Local Professional Development Committee (CPDC) will, by statute, be the official licensing body for the Covington Exempted Village School District. Proposals to the CPDC and approvals/denials by the CPDC will not override the negotiated agreement, state law, and/or district policy. The decisions of the appeals committee will be binding and not subject to the grievance procedure.

B. Membership

The committee will be comprised of a minimum of one (1) classroom teacher per school (i.e. elementary/junior high/high school) and up to two (2) administrators to a maximum of seven (7) members. Vacancies among the classroom teacher members are elected by unit members assigned to the building they are running to represent. Administrative members will be appointed by the Superintendent or his/her designee.

C. Bylaws

The CPDC will adopt and/or amend its own bylaws by a majority vote of all of its members to govern its operation. all bylaws of the CPDC will be at the sole development and implementation of the members of the CPDC without the influence nor direction of the Board.

D. Compensation

Unit members serving on the CPDC will be paid for attendance at scheduled meetings outside the contract day as follows: one hundred fifty dollars (\$150) for the chair; one hundred twenty-five dollars (\$125) for the secretary, and one hundred dollars (\$100) for each member.

E. Master Contract Compatibility/Board Policy

Decisions of the CPDC and determinations on appeals therefrom will not be subject to the grievance procedure. The CPDC will have no authority to supersede any section of the Master Agreement between the Board and the Association, or supersede Board policy.

## F. Ethical Commitment

The membership of the CPDC will agree to conduct all CPDC business as required by statute (ORC 3319.22) so as to:

- 1. Impartially and consistently apply the standards and guidelines
- 2. Maintain the confidentiality of all their reviews of individual IPDP's
- 3. Communicate as a group or through the chairperson
- 4. Maintain their own professional development in the foundations of teaching and learning in order to provide a basis for understanding IPDP's and applying the standards and guidelines
- 5. Not discriminate on the basis of race, creed or sexual orientation.
- 6. Maintain accountability and transparency of process and procedure as required by the Ohio Sunshine Law (ORC 121.22)

## SECTION 8. ACADEMIC DISTRESS COMMISION

As required by ORC section 3302.10(P), the parties incorporate into this agreement the provision of ORC section 3302.10 regarding academic distress commissions. ORC section 3302.10 will have no effect on any provision of this contact unless the district would meet the requirements of state law for the Superintendent of public instruction to establish an academic distress commission for the district. Should the district enter into academic distress, the intent of the parties is to emerge from said distress with this agreement intact.

# ARTICLE X - FAIR SHARE FEE

- A. The Board will deduct from the pay of PSMs who elect not to become or to remain members of the Covington Education Association, a fair share fee for the Association's representation of such non-member PSMs during the term of this contract.
- B. Notice of the amount of the annual service fee will be transmitted by the Association to the Treasurer of the Board on or about September 15<sup>th</sup> of each year during the term of the Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union.
- C. Payroll deduction of such annual service fees will commence on the first pay date that occurs on or after January 15<sup>th</sup> annually. In the case of PSMs newly hired after the beginning of the school year, the payroll deduction will commence on the first pay date on or after January 15<sup>th</sup>.
- D. The Treasurer of the Board will, upon notification from the Association that a PSM has terminated membership, commence the deduction of the service fee with respect to the former PSM. The deduction of said amount will commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

- E. The Board further agrees to accompany each transmittal with a list of the names of the individuals for whom all service fee deductions were made, the period covered, and the amounts deducted for each.
- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code, and that a procedure for challenging the amount of the service fee has been established, and will be given to each PSM who does not join the Association and that such procedure, and notice will be in compliance with all applicable state and federal laws and the Constitutions of the United States, and the State of Ohio.
- G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
  - 1. The Board will give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  - 2. The Association will reserve the right to designate counsel to represent and defend the employer.
  - 3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appeal the Association or its affiliates' application to file brief amicus curiae in the action.
  - 4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there will be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order), or misapplies such fair share fee provision herein. The above fair share fee provision will be an exclusive right of the Association not granted to any other employee organization seeking to represent PSMs in the bargaining unit represented by the Association.

# **ARTICLE XI - REHIRING OF RETIRED PSMS**

- A. Any PSM who has retired and then been rehired by the Board will receive a one (1) year limited contract.
- B. Each one (1) year limited contract for retired/rehired PSMs will be automatically terminated at the end of each contract year.
- C. Retired PSMs rehired by the Board will not be eligible for severance.
- D. For purposes of seniority, retirement for a period of sixty (60) days constitutes a break in service. In such cases, the retired PSM must begin to accrue seniority of service within the district upon being rehired. Years of service will accrue with each subsequent, consecutive limited contract.
- E. Retired PSMs who are hired and rehired by the district will receive full terms and conditions of this collective bargaining agreement, unless otherwise specified in this article.
- F. PSMs hired under this article may be granted up to and including ten (10) years of service at the sole discretion of the Superintendent, and placed within their established training column on the salary schedule.

# **ARTICLE XII - MAINTENANCE OF STANDARDS**

Items negotiated and appearing in this Master Agreement will be continued until such time as these items will be revised and/or eliminated through negotiations.

## **ARTICLE XIII - DURATION**

This agreement will be effective as of August 1, 2017, and expire at midnight, July 31, 2020.

IN WITNESS WHEREOF, the parties hereunto set their hands this 29 day of March, 2017.

FOR: COVINGTON EXEMPTED VILLAGE BOARD OF EDUCATION

By 1

President

MAR By

Superintendent

FOR: COVINGTON EDUCATION ASSN.

By

President

By PSM

By

Treasurer

PSM

Bv

By R **Designated Representative** 

Designated Representative

# Addendum A

# Covington Exempted Village School District Certificated Salary Schedule for 2017 – 2018

Base	\$34,825					
Step	BA	BA w/150 hrs	MA	MA+15	MA+30	Step
0	\$36,322	\$38,203	\$41,163	\$42,904		0
	1.043	1.097	1.182	1.232		
1	\$36,322	\$38,203	\$41,163	\$42,904		1
	1.043	1.097	1.182	1.232		
2	\$37,820	\$39,840	\$42,974	\$44,715		2
	1.086	1.144	1.234	1.284		
3	\$39,317	\$41,477	\$44,785	\$46,526		3
	1.129	1.191	1.286	1.336		
4	\$40,815	\$43,113	\$46,596	\$48,337		4
	1.172	1.238	1.338	1.388		
5	\$42,312	\$44,750	\$48,407	\$50,148	\$51,959	5
	1.215	1.285	1.390	1.440	1.492	
6	\$43,810	\$46,387	\$50,218	\$51,959	\$53,770	6
	1.258	1.332	1.442	1.492	1.544	
7	\$45,307	\$48,024	\$52,029	\$53,770	\$55,581	7
	1.301	1.379	1.494	1.544	1.596	
8	\$46,805	\$49,660	\$53,839	\$55,581	\$57,392	8
	1.344	1.426	1.546	1.596	1.648	
9	\$48,302	\$51,297	\$55,650	\$57,392	\$59,203	9
	1.387	1.473	1.598	1.648	1.700	
10	\$49,800	\$52,934	\$57,461	\$59,203	\$61,013	10
	1.430	1.520	1.650	1.700	1.752	
11	\$50,984	\$54,571	\$59,272	\$61,013	\$62,824	11
	1.464	1.567	1.702	1.752	1.804	
12	\$52,238	\$56,208	\$61,083	\$62,824	\$64,635	12
	1.500	1.614	1.754	1.804	1.856	
15	\$53,387	\$57,844	\$62,894	\$64,635	\$66,446	15
	1.533	1.661	1.806	1.856	1.908	
18	\$54,606	\$59,481	\$64,705	\$66,446	\$68,257	18
	1.568	1.708	1.858	1.908	1.960	
20	\$55,790	\$61,118	\$66,516	\$68,257	\$70,068	20
	1.602	1.755	1.910	1.960	2.012	
25	\$57,287	\$62,755	\$68,327	\$70,068	\$71,879	25
	1.645	1.802	1.962	2.012	2.064	
30	\$58,750	\$64,391	\$70,138	\$71,879	\$73,690	30
	1.687	1.849	2.014	2.064	2.116	

#### Addendum A Covington Exempted Village School District Certificated Salary Schedule for 2018 – 2019

Base	\$35,870					
Step	BA	BA w/150 hrs	MA	MA+15	MA+30	Step
0	\$37,412	\$39,349	\$42,398	\$44,192		0
	1.043	1.097	1.182	1.232		
1	\$37,412	\$39,349	\$42,398	\$44,192		1
	1.043	1.097	1.182	1.232		
2	\$38,955	\$41,035	\$44,264	\$46,057		2
	1.086	1.144	1.234	1.284		
3	\$40,497	\$42,721	\$46,129	\$47,922		3
	1.129	1.191	1.286	1.336		
4	\$42,040	\$44,407	\$47,994	\$49,788		4
	1.172	1.238	1.338	1.388		
5	\$43,582	\$46,093	\$49,859	\$51,653	\$53,518	5
	1.215	1.285	1.390	1.440	1.492	
6	\$45,124	\$47,779	\$51,725	\$53,518	\$55,383	6
	1.258	1.332	1.442	1.492	1.544	
7	\$46,667	\$49,465	\$53,590	\$55,383	\$57,249	7
	1.301	1.379	1.494	1.544	1.596	
8	\$48,209	\$51,151	\$55,455	\$57,249	\$59,114	8
	1.344	1.426	1.546	1.596	1.648	
9	\$49,752	\$52,837	\$57,320	\$59,114	\$60,979	9
	1.387	1.473	1.598	1.648	1.700	
10	\$51,294	\$54,522	\$59,186	\$60,979	\$62,844	10
	1.430	1.520	1.650	1.700	1.752	
11	\$52,514	\$56,208	\$61,051	\$62,844	\$64,709	11
	1.464	1.567	1.702	1.752	1.804	
12	\$53,805	\$57,894	\$62,916	\$64,709	\$66,575	12
	1.500	1.614	1.754	1.804	1.856	
15	\$54,989	\$59,580	\$64,781	\$66,575	\$68,440	15
	1.533	1.661	1.806	1.856	1.908	
18	\$56,244	\$61,266	\$66,646	\$68,440	\$70,305	18
	1.568	1.708	1.858	1.908	1.960	
20	\$57,464	\$62,952	\$68,512	\$70,305	\$72,170	20
	1.602	1.755	1.910	1.960	2.012	-
25	\$59,006	\$64,638	\$70,377	\$72,170	\$74,036	25
	1.645	1.802	1.962	2.012	2.064	-
30	\$60,513	\$66,324	\$72,242	\$74,036	\$75,901	30
	1.687	1.849	2.014	2.064	2.116	

## Addendum A Covington Exempted Village School District Certificated Salary Schedule for 2019 – 2020

Step	BA	BA w/150 hrs	MA	MA+15	MA+30	Step
0	\$38,535	\$40,530	\$43,670	\$45,517		0
	1.043	1.097	1.182	1.232		
1	\$38,535	\$40,530	\$43,670	\$45,517		1
	1.043	1.097	1.182	1.232		
2	\$40,123	\$42,266	\$45,591	\$47,439		2
	1.086	1.144	1.234	1.284		
3	\$41,712	\$44,003	\$47,513	\$49,360		3
	1.129	1.191	1.286	1.336		
4	\$43,301	\$45,739	\$49,434	\$51,281		4
	1.172	1.238	1.338	1.388		
5	\$44,889	\$47,476	\$51,355	\$53,202	\$55,123	5
	1.215	1.285	1.390	1.440	1.492	
6	\$46,478	\$49,212	\$53,276	\$55,123	\$57,045	6
-	1.258	1.332	1.442	1.492	1.544	-
7	\$48,067	\$50,949	\$55,197	\$57,045	\$58,966	7
	1.301	1.379	1.494	1.544	1.596	
8	\$49,655	\$52,685	\$57,119	\$58,966	\$60,887	8
-	1.344	1.426	1.546	1.596	1.648	-
9	\$51,244	\$54,421	\$59,040	\$60,887	\$62,808	9
C	1.387	1.473	1.598	1.648	1.700	· ·
10	\$52,833	\$56,158	\$60,961	\$62,808	\$64,729	10
	1.430	1.520	1.650	1.700	1.752	
11	\$54,089	\$57,894	\$62,882	\$64,729	\$66,651	11
	1.464	1.567	1.702	1.752	1.804	
12	\$55,419	\$59,631	\$64,803	\$66,651	\$68,572	12
	1.500	1.614	1.754	1.804	1.856	. –
15	\$56,638	\$61,367	\$66,724	\$68,572	\$70,493	15
	1.533	1.661	1.806	1.856	1.908	
18	\$57,931	\$63,104	\$68,646	\$70,493	\$72,414	18
	1.568	1.708	1.858	1.908	1.960	
20	\$59,187	\$64,840	\$70,567	\$72,414	\$74,335	20
	1.602	1.755	1.910	1.960	2.012	_0
25	\$60,776	\$66,577	\$72,488	\$74,335	\$76,257	25
20	1.645	1.802	φ <i>1</i> 2,400 1.962	2.012	2.064	20
30	\$62,328	\$68,313	\$74,409	\$76,257	\$78,178	30
00	¢02,520 1.687	1.849	0.014 2.014	2.064	2.116	00

Base \$36,946

# Addendum B

# Covington EVSD Extra-Curricular - High School

		2017-18 \$ 34,825		018-19 \$ 35,870	2019-2 \$ 36,9				
	HIGH SCHOOL	Step	Step	Step	Step	Step	Step	Step	
		0	1	2	3	4	5	6	
		0.136	0.146	0.156	0.166	0.176	0.186	0.196	
1	Head Football	\$4,736	\$5 <i>,</i> 084	\$5 <i>,</i> 433	\$5,781	\$6,129	\$6,477	\$6,826	2017-18
	Head Basketball Boys	\$4 <i>,</i> 878	\$5 <i>,</i> 237	\$5 <i>,</i> 596	\$5 <i>,</i> 954	\$6,313	\$6,672	\$7,031	2018-19
	Head Basketball Girls	\$5 <i>,</i> 025	\$5,394	\$5 <i>,</i> 764	\$6,133	\$6,502	\$6,872	\$7,241	2019-20
		0.116	0.126	0.136	0.146	0.156	0.166	0.176	
2	Head Wrestling	\$4 <i>,</i> 040	\$4,388	\$4,736	\$5,084	\$5,433	\$5,781	\$6,129	2017-18
		\$4,161	\$4 <i>,</i> 520	\$4 <i>,</i> 878	\$5,237	\$5,596	\$5,954	\$6,313	2018-19
		\$4,286	\$4,655	\$5 <i>,</i> 025	\$5 <i>,</i> 394	\$5,764	\$6,133	\$6 <i>,</i> 502	2019-20
		0.100	0.105	0.110	0.115	0.120	0.125	0.130	
3	Marching Band	\$3,483	\$3 <i>,</i> 657	\$3,831	\$4,005	\$4,179	\$4,353	\$4 <i>,</i> 527	2017-18
	Head Volleyball	\$3 <i>,</i> 587	\$3,766	\$3,946	\$4,125	\$4,304	\$4,484	\$4 <i>,</i> 663	2018-19
		\$3,695	\$3 <i>,</i> 879	\$4,064	\$4,249	\$4,434	\$4,618	\$4,803	2019-20
		0.090	0.095	0.100	0.105	0.110	0.115	0.120	
4	Head Baseball	\$3,134	\$3 <i>,</i> 308	\$3,483	\$3,657	\$3,831	\$4,005	\$4,179	2017-18
	Head Softball	\$3,228	\$3 <i>,</i> 408	\$3,587	\$3,766	\$3,946	\$4,125	\$4 <i>,</i> 304	2018-19
	Head Track Boys	\$3,325	\$3,510	\$3 <i>,</i> 695	\$3,879	\$4,064	\$4,249	\$4 <i>,</i> 434	2019-20
	Head Track Girls								
	Asst. Football								
	Reserve Basketball Boys								
	Reserve Basketball Girls								
	Varsity Assistant Basketball Boys								
	Varsity Assistant Basketball Girls								
		0.081	0.086	0.091	0.096	0.101	0.106	0.111	<u> </u>
5	Head Cross Country Boys	\$2,821	\$2 <i>,</i> 995	\$3,169	\$3,343	\$3,517	\$3,691	\$3,866	2017-18
	Head Cross Country Girls	\$2,905	\$3 <i>,</i> 085	\$3,264	\$3,444	\$3,623	\$3 <i>,</i> 802	\$3 <i>,</i> 982	2018-19
	Asst. Wrestling	\$2,993	\$3,177	\$3,362	\$3,547	\$3,732	\$3,916	\$4,101	2019-20
		0.071	0.076	0.081	0.086	0.091	0.096	0.101	
6	Head Golf Boys	\$2,473	\$2,647	\$2,821	\$2,995	\$3,169	\$3,343	\$3,517	2017-18
	Head Golf Girls	\$2,547	\$2,726	\$2 <i>,</i> 905	\$3,085	\$3,264	\$3,444	\$3,623	2018-19
	Reserve Volleyball	\$2,623	\$2 <i>,</i> 808	\$2,993	\$3,177	\$3,362	\$3,547	\$3,732	2019-20
	Varsity Assistant Volleyball								
	Freshmen Basketball Boys								
	Freshmen Basketball Girls								
	Weight Room Coordinator								

	Addendum B Covington EVSD Extra-Curricular - High School cont'd								
		0.057	0.062	0.067	0.072	0.077	0.082	0.087	
7	Freshmen Volleyball	\$1,985	\$2,159	\$2,333	\$2,507	\$2,682	\$2,856	\$3,030	2017-18
	Cheerleading - Football	\$2,045	\$2,224	\$2,403	\$2,583	\$2,762	\$2,941	\$3,121	2018-19
	Cheerleading - Basketball Asst. Band Director	\$2,106	\$2,291	\$2 <i>,</i> 475	\$2,660	\$2,845	\$3,030	\$3,214	2019-20
	Asst. Baseball								
	Asst. Softball								
	Asst. Track Boys								
	Asst. Track Girls								
	Junior Class Advisors (2)								
	Play Director/Drama Club Advisor								
	Yearbook Advisor								
		0.039	0.044	0.049	0.054	0.059	0.064	0.069	
8	Asst. Cross Country	\$1,358	\$1,532	\$1,706	\$1,881	\$2,055	\$2,229	\$2,403	2017-18
	Asst. Golf	\$1,399	\$1,578	\$1,758	\$1,937	\$2,116	\$2,296	\$2,475	2018-19
	Jazz Band	\$1,441	\$1,626	\$1,810	\$1,995	\$2,180	\$2,365	\$2,549	2019-20
	Sophomore Class Advisor	. ,	. ,	. ,	. ,	. ,	. ,	. ,	
	Student Council Advisor								
		0.029	0.034	0.039	0.044	0.049	0.054	0.059	
9	Freshmen Class Advisor	\$1,010	\$1,184	\$1,358	\$1,532	\$1,706	\$1,881	\$2,055	2017-18
5	Senior Class Advisor	\$1,010 \$1,040	\$1,220	\$1,399	\$1,532	\$1,758	\$1,937	\$2,116	2017-10
	Multimedia/Communications Advisor	\$1,040 \$1,071	\$1,220	\$1,441	\$1,626	\$1,810	\$1,995 \$1,995	\$2,110 \$2,180	2018-19
	Wattineardy communications Advisor								2019-20
		0.024	0.029	0.034	0.039	0.044	0.049	0.054	
10	Art Club Advisor	\$836	\$1,010	\$1,184	\$1,358	\$1,532	\$1,706	\$1,881	2017-18
	Key Club Advisor	\$887	\$1,071	\$1,256	\$1,441	\$1,626	\$1,810	\$1,995	2019-20
	National Honor Society Advisor								
	SADD Club Advisor								
	Spanish Club Advisor								
	Quiz Bowl Team Advisor								
	Asst. Play Directors (2)								
	Choir Accompanist								
	Color Guard								
	Pep Band								

# Covington 2017-2021

## Addendum B Covington EVSD Extra-Curricular - Junior High

	JUNIOR HIGH	Step	Step	Step	Step	Step	Step	Step	
		0	1	2	3	4	5	6	
		0.071	0.076	0.081	0.086	0.091	0.096	0.101	
1	Head Football	\$2,473	\$2,647	\$2,821	\$2 <i>,</i> 995	\$3,169	\$3,343	\$3,517	2017-18
	8th Grade Basketball Boys	\$2,547	\$2,726	\$2 <i>,</i> 905	\$3,085	\$3,264	\$3,444	\$3,623	2018-19
	8th Grade Basketball Girls	\$2,623	\$2,808	\$2,993	\$3,177	\$3,362	\$3,547	\$3,732	2019-20
	Head Wrestling								
		0.057	0.062	0.067	0.072	0.077	0.082	0.087	
2	8th Grade Volleyball	\$1,985	\$2,159	\$2 <i>,</i> 333	\$2,507	\$2,682	\$2,856	\$3,030	2017-18
	Head Track Boys	\$2,045	\$2,224	\$2,403	\$2,583	\$2,762	\$2,941	\$3,121	2018-19
	Head Track Girls	\$2,106	\$2,291	\$2,475	\$2,660	\$2 <i>,</i> 845	\$3,030	\$3,214	2019-20
	7th Grade Basketball Boys								
	7th Grade Basketball Girls								
		0.046	0.049	0.052	0.055	0.058	0.061	0.064	
3	Asst. Football	\$1,602	\$1,706	\$1,811	\$1,915	\$2,020	\$2,124	\$2,229	2017-18
	Head Cross Country	\$1,650	\$1,758	\$1,865	\$1,973	\$2,080	\$2,188	\$2,296	2018-19
	7th Grade Volleyball	\$1,700	\$1,810	\$1,921	\$2,032	\$2,143	\$2,254	\$2 <i>,</i> 365	2019-20
	Asst. Wrestling								
		0.036	0.039	0.042	0.045	0.048	0.051	0.054	
4	Cheerleading	\$1,254	\$1,358	\$1,463	\$1,567	\$1,672	\$1,776	\$1,881	2017-18
	Student Council Advisor	\$1,291	\$1,399	\$1,507	\$1,614	\$1,722	\$1,829	\$1,937	2018-19
	Asst. Track	\$1,330	\$1,441	\$1,552	\$1,663	\$1,773	\$1,884	\$1,995	2019-20
		0.023	0.028	0.033	0.038	0.043	0.048	0.053	
5	Bucc Club Advisor	\$801	\$975	\$1,149	\$1,323	\$1,497	\$1,672	\$1,846	2017-18
	Scholarship Club Advisor	\$825	\$1,004	\$1,184	\$1,363	\$1,542	\$1,722	\$1,901	2018-19
	Intramural 5th/6th Grade Basketball Boys	\$850	\$1,034	\$1,219	\$1,404	\$1,589	\$1,773	\$1,958	2019-20
	Intramural 5th/6th Grade Basketball Girls								
	Intramural 5th/6th Grade Volleyball								
	Intramural 5th/6th Grade Wrestling								

## Addendum B Covington EVSD Extra-Curricular - Elementary & District

	ELEMENTARY	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		0.036	0.039	0.042	0.045	0.048	0.051	0.054	
1	Student Council Advisor	\$1,254	\$1,358	\$1,463	\$1,567	\$1,672	\$1,776	\$1,881	2017-18
	Title I Coordinator	\$1,291	\$1,399	\$1,507	\$1,614	\$1,722	\$1,829	\$1,937	2018-19
		\$1,330	\$1,441	\$1,552	\$1,663	\$1,773	\$1,884	\$1,995	2019-20
		0.021	0.024	0.027	0.030	0.033	0.036	0.039	
2	Art Club Advisor	\$731	\$836	\$940	\$1,045	\$1,149	\$1,254	\$1,358	2017-18
	Math Club Advisor	\$753	\$861	\$968	\$1,076	\$1,184	\$1,291	\$1,399	2018-19
	Volunteer Coordinator	\$776	\$887	\$998	\$1,108	\$1,219	\$1,330	\$1,441	2019-20
		0.018	0.020	0.022	0.024	0.026	0.028	0.030	
3	IAT Members (5)	\$627	\$697	\$766	\$836	\$905	\$975	\$1,045	2017-18
		\$646	\$717	\$789	\$861	\$933	\$1,004	\$1,076	2018-19
		\$665	\$739	\$813	\$887	\$961	\$1,034	\$1,108	2019-20

	DISTRICT	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
		0.153	0.163	0.173	0.183	0.193	0.203	0.213	
1	Athletic Director (3)	\$5 <i>,</i> 328	\$5,676	\$6,025	\$6,373	\$6,721	\$7,069	\$7,418	2017-18
		\$5,488	\$5,847	\$6,206	\$6,564	\$6,923	\$7,282	\$7,640	2018-19
		\$5,653	\$6,022	\$6,392	\$6,761	\$7,131	\$7,500	\$7,869	2019-20
		0.029	0.034	0.039	0.044	0.049	0.054	0.059	
2	Muse Machine	\$1,010	\$1,184	\$1,358	\$1,532	\$1,706	\$1,881	\$2,055	2017-18
		\$1,040	\$1,220	\$1,399	\$1,578	\$1,758	\$1,937	\$2,116	2018-19
		\$1,071	\$1,256	\$1,441	\$1,626	\$1,810	\$1,995	\$2,180	2019-20
		0.100	0.105	0.110	0.115	0.120	0.125	0.130	
3	(This space intentionally left empty)	\$3 <i>,</i> 483	\$3,657	\$3,831	\$4,005	\$4,179	\$4,353	\$4,527	2017-18
		\$3,587	\$3,766	\$3,946	\$4,125	\$4,304	\$4,484	\$4,663	2018-19
		\$3,695	\$3,879	\$4,064	\$4,249	\$4,434	\$4,618	\$4,803	2019-20
		0.010	0.011	0.012	0.013	0.014	0.015	0.016	
4	Destination Imagination	\$348	\$383	\$418	\$453	\$488	\$522	\$557	2017-18
	(Odyssey of the Mind)	\$359	\$395	\$430	\$466	\$502	\$538	\$574	2018-19
	Elementary - 3 teams Middle School - 2 teams High School - 1 team	\$369	\$406	\$443	\$480	\$517	\$554	\$591	2019-20

# Addendum C

#### Covington Exempted Village School District GRIEVANCE FORM

Name of Grievant(s):	
Building:	
Step 1 (Informal Meeting)	
Date of occurrence of grievance:	
Date of Informal Discussion with Administrator	
Date of Administrator's Verbal Response:	Name
Step 2 (Formal Written Grievance)	
1. Statement of Grievance	
Cite provisions of the negotiated agreement which have been violated, misinterpreted, or misapplied:	
2. State the relief sough <u>t:</u>	
Date Submitted:	
Received By: ,	
Name	Title
Signature of Aggrieved , Date	Page 1 of 2

# **GRIEVANCE FORM pg. 2**

Administrator's Written Response:			
Date:	Administrator Signature:		
Step 3 (Superintendent Hearing)			
Hearing Date:			
Superintendent's Written Response:			
Date:	Signature:		
Stop 4 (Doord of Education Hooring)			
Step 4 (Board of Education Hearing) Hearing Date:			
Superintendent's Written Response:			
Date:	Signature:		
Step 5 (Arbitration)			
Date of Association's Notice of Intent	to Arbitrate:		
Date Submitted:			
Received By:	,		
	Name		Title
	,		_
Signature of Aggrieved		Date	
			Page 2 of 2

# Addendum D

## Covington Exempted Village School District SCHEDULE OF PAY DATES

	201	7-18	
SEP	1	11	25
ОСТ	10	25	
NOV	10	24	
DEC	8	22	
JAN	10	25	
FEB	9	23	
MAR	9	23	
APR	10	25	
MAY	10	25	
JUN	8	25	
JUL	10	25	
AUG	10	24	
	2018-19	~-	
SEP	10	25	
OCT	10	25	
NOV	9	23	
DEC	10	24	
JAN	10	25	
FEB	8	25	
MAR	8	25	
APR	10	25	
MAY	10	24	
JUN	10	25	
JUL	10	25	
AUG	9	23	
	2019-20		
SEP	10	25	
ОСТ	10	25	
NOV	8	25	
DEC	10	24	
JAN	10	24	
FEB	10	25	
MAR	10	25	
APR	10	24	
MAY	8	22	
JUN	10	25	
JUL	10	24	
AUG	10	25	

## Addendum E

#### Covington Exempted Village School District R.T.I. ATTENDANCE FORM

To be completed by the corresponding Principal or Guidance Counselor who schedules an R.T.I. meeting. This form will be provided to each teacher present at that meeting, the Board Office, and the Association Building Rep as proof of attendance for payment as per Article III, Section 12.

Date:

Teachers in Attendance (Not under an R.T.I. supplemental contract):

Total number of teachers represented at this meeting:

Supervisor Signature

Date

# Addendum F

#### Covington Exempted Village School District REQUEST FOR ADDITIONAL SICK LEAVE (Form A)

l,	am requesting	days (may not exceed 30
days) of donated sick leave to begin on		, 20

Donation of sick leave will be in accordance with the established sick leave donation policy.

The purpose of sick leave donation is to give additional days of sick leave to a PSM or medically dependent immediate family member that requires the absence of the teacher from his/her assigned duties, who has a catastrophic illness or critical injury and who has exhausted all accumulated paid leave.

The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.

The application must include, from the attending physician, proof of need for additional sick leave days and a projected date of return to duty.

The number of days requested by the teacher will not exceed thirty (30) days.

The decision of the Association-Administration Committee will be final and binding and will not be subject to the grievance procedure.

**PSM Signature** 

Date

Physician's statement of need and projected date of return must be attached.

## Addendum G

#### Covington Exempted Village School District REQUEST TO DONATE SICK LEAVE (Form B)

\_\_\_\_\_\_is requesting sick leave donations. I wish to donate according to the procedures established.

#### Guidelines for Donation:

Donated days **WILL** be permanently subtracted from the employee donating such days.

A teacher may not donate more than five (5) days per occurrence, with a maximum donation of (15) day(s) of sick leave per school year.

Donation forms must be submitted to the CEA President.

The decision of the Association-Administration Committee will be final, are not subject to the grievance and arbitration provisions of the contract. In carrying out the provisions of this policy, CEA agrees to indemnify and save the Board and/or its representatives harmless against any and all claims, including the cost of defense, that may arise out of or by reasons of action taken by the CEA and/or its members in donating or failing to donate sick leave days hereunder.

١,	,, agree to donate	day(s) (not to exceed 5 days)

(Print name)

of my accumulated sick leave to \_\_\_\_

(Print name of requesting PSM)

I have read the guidelines for donating and agree to the terms. I further understand that if more days are donated than requested, the CEA will keep a record of the order in which the donations were received and the days will be deducted on a first-come, first-serve basis.

Signature of donating PSM

Date

(For office use only)

Date Received: \_\_\_\_\_ Time Received: \_\_\_\_\_

(For office use only)

\_\_\_\_\_Thank you for your donation of sick days. The \_\_\_\_\_ day(s) you have donated will be deducted from your accumulated sick leave balance.

\_\_\_\_\_

\_\_\_\_Thank you for your donation of sick days, however, your days will not be needed.

# Addendum H

Covington Exempted Village School District MEDICAL INSURANCE SUMMARY

# Your Summary of Benefits



# Educational Purchasing Council - Covington Lumenos Health Savings Accounts

Effective January 1, 2017		
Covered Benefits	Network	Non-Network
Deductible	Single: \$2,000	Single: \$4,000
Family coverage requires the family deductible to be met	Family: \$4,000	Family: \$8,000
before coinsurance applies. The single deductible does not		
apply to family coverage.		
Out-of-Pocket Limit	Single: \$2,000	Single: \$8,000
	Family: \$4,000	Family: \$10,000
Physician Home and Office Services	0%	30%
<ul> <li>Including Office Surgeries, allergy serum, allergy</li> </ul>		
injections and allergy testing		
Preventive Care Services	No copayment/coinsurance	30%
Services include but are not limited to:		
Routine Exams, Mammograms, Pelvic Exams, Pap testing,		
PSA tests, Immunizations, Annual diabetic eye exam,		
Routine Vision and Hearing exams		
• Physician Home and Office Visits		
• Other Outpatient Services @		
Hospital/Alternative Care Facility		
Emergency and Urgent Care	0%	0%
<ul> <li>Emergency Room Services @ Hospital</li> </ul>		
(facility/other covered services)		
(copayment waived if admitted)		
Urgent Care Center Services	0%	30%
Inpatient and Outpatient Professional Services	0%	30%
Include but are not limited to:		
• Medical Care visits (1 per day), Intensive		
Medical Care, Concurrent Care, Consultations,		
Surgery and administration of general		
anesthesia and Newborn exams		
Inpatient Facility Services (Network/Non-Network	0%	30%
combined) Unlimited days except for:		
• 60 days for physical medicine/rehab (limit		
includes Day Rehabilitation Therapy Services		
on an outpatient basis)		
• 100 days for skilled nursing facility		
Outpatient Surgery Hospital/Alternative Care Facility	0%	30%
• Surgery and administration of		
general anesthesia		
Blue 7.5		

Benefit summary - Covington HSA 7.5 NGF 1-1-2017 (NASCO).doc

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

Other Outpatient Services (Network/Non-network combined) including but not limited to:     0%     30%       ONO Surgical Outpatient Services     For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.     Home Care Services 100 visits (excludes IV Therapy)     Durable Medical Equipment and Orthotics     Prosthetic Limbs       Prosthetic Limbs     Prosthetic Limbs     0%     0%       Prosthetic Limbs     0%     0%       Accidental Dential Services \$3,000 per accident     0%     0%       Network and Non-network combined)     0%     0%       Outpatient Therapy Services     0%     0%       Outpatient Therapy Services @     0%     0%       Outpatient Therapy Services @     0%     30%       Outpatient Therapy Services @     0%     30%       Outpatient Services @     0%     30%       Hospital/Alternative Care Facility     Imites and Substance Abusen     0%       Physical Therapy: 30 visits     0%     30%       Physical Therapy: 30 visits	Covered Benefits	Network	Non-Network
<ul> <li>Hospice Care</li> <li>Ambulance Services</li> <li>O%</li> </ul> <ul> <li>O%</li> <li>O%</li> <li>O%</li> <li>O%</li> <li>O%</li> <li>O%</li> <li>O%</li> <li>O%</li> </ul> <ul> <li>O%</li> <li>O%</li></ul>	<ul> <li>combined) including but not limited to:</li> <li>Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services.</li> <li>Home Care Services 100 visits (excludes IV Therapy)</li> <li>Durable Medical Equipment and Orthotics</li> <li>Prosthetic Devices</li> <li>Prosthetic Limbs</li> <li>Physical Medicine Therapy Day</li> </ul>	0%	30%
• Ambulance Services     0%     0%       Accidental Dental Services \$3,000 per accident     0%     30%       Network and Non-network combined)     0%     30%       Dutpatient Therapy Services     Combined Network & Non-Network limits apply)     •     8       • Other Outpatient Services @     0%     30%       • Other Outpatient Services @     0%     30%       • Other Outpatient Services @     0%     30%       • Hospital/Alternative Care Facility     0%     30%       Limits apply to:     •     0%     30%       • Cardiac Rehabilitation 36 visits     •     0%     30%       • Pulmonary Rehabilitation 20 visits     •     •     •       • Occupational Therapy: 30 visits     •     •     •       • Manipulation Therapy: 20 visits     •     •     •       • Speech therapy: 20 visits     •     •     •       • Manipulation Therapy: 12 visits     •     •     •       • Manipulation Therapy: 20 visits     •     •     •       • Physician Home and Office Visits     •     0%     30%       • Inpatient Facility Services     •     •     •       • Inpatient Facility Services     •     •     •       • Horepital/Alternative Care Facility     •     • <td></td> <td>0.04</td> <td>00/</td>		0.04	00/
Accidental Dental Services \$3,000 per accident     0%     30%       (Network and Non-network combined)     0%     30%       Outpatient Therapy Services     (Combined Network & Non-Network limits apply)     0       Physician Home and Office Visits     0%     30%       Other Outpatient Services @     0%     30%       Other Outpatient Services @     0%     30%       Other Outpatient Services @     0%     30%       Mospital/Alternative Care Facility     0%     30%       Limits apply to:     Cardiac Rehabilitation 36 visits     0%     30%       Pulmonary Rehabilitation 20 visits     0%     30%       Occupational Therapy: 30 visits     0     0%     30%       Speech therapy: 20 visits     0%     30%       Behavioral Health Services:     0%     30%       Mental Illness and Substance Abuse1     0%     30%       Impatient Facility Services     0%     30%       Physician Home and Office Visits     0%     30%       Other Outpatient Services @     0%     30%       Hospital/Alternative Care Facility     0%     30%       Human Organ and Tissue Transplants     0%     30%       Acquisition and transplant procedures, harvest and storage.     See Your Prescription Benefits Summary       Prescription Drugs     S			
(Network and Non-network combined)       Image: Services         Outpatient Therapy Services       (Combined Network & Non-Network limits apply) <ul> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @</li> <li>Hospital/Alternative Care Facility</li> <li>Limits apply to:</li> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Speech therapy: 20 visits</li> </ul> <li>Behavioral Health Services:         <ul> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @</li> <li>Hospital/Alternative Care Facility</li> </ul> </li> <li>Human Organ and Tissue Transplants         <ul> <li>Acquisition and transplant procedures, harvest and storage.</li> <li>Prescription Drugs</li> <li>Administered by CVS/Caremark</li> <li>See Your Prescription Benefits Summary</li> </ul> </li>			
Outpatient Therapy Services         (Combined Network & Non-Network limits apply) <ul> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @</li> <li>Hospital/Alternative Care Facility</li> <li>Limits apply to:</li> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Occupational Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul> Behavioral Health Services:         0%           Inpatient Facility Services         0%           Physician Home and Office Visits         0%           Other Outpatient Services:         0%           Inpatient Facility Services         0%           Physician Home and Office Visits         0%           Other Outpatient Services @         0%           Acquisition and transplant procedures, harvest and storage.         0%           Prescription Drugs         See Your Prescription Benefits Summary           Administered by CVS/Caremark         See Your Prescription Benefits Summary		0%	30%
(Combined Network & Non-Network limits apply)       0%       30%         • Physician Home and Office Visits       0%       30%         • Other Outpatient Services @       0%       30%         Hospital/Alternative Care Facility       0%       30%         Limits apply to:       0       30%         • Cardiac Rehabilitation 36 visits       0%       30%         • Pulmonary Rehabilitation 20 visits       0%       30%         • Physical Therapy: 30 visits       0%       30%         • Occupational Therapy: 20 visits       0%       30%         Behavioral Health Services:       0%       30%         • Inpatient Facility Services @       0%       30%         • Inpatient Facility Services @       0%       30%         • Inpatient Facility Services @       0%       30%         • Other Outpatient Services @       0%       30%         • Hospital/Alternative Care Facility       0%       30%         • Human Organ and Tissue Transplants       0%       30%         • Acquisition and transplant procedures, harvest and storage.       0%       30%         • Prescription Drugs       See Your Prescription Benefits Summary       See Your Prescription Benefits Summary			1
Behavioral Health Services:       0%       30%         Mental Illness and Substance Abuse1       0%       30%         Inpatient Facility Services       0 Physician Home and Office Visits       0         Other Outpatient Services @       0       4         Hospital/Alternative Care Facility       0%       30%         Human Organ and Tissue Transplants       0%       30%         Acquisition and transplant procedures, harvest and storage.       0%       30%         Prescription Drugs       See Your Prescription Benefits Summary       See Your Prescription Benefits Summary	<ul> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to:</li> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical Therapy: 30 visits</li> <li>Occupational Therapy: 30 visits</li> <li>Manipulation Therapy: 12 visits</li> </ul>		
Acquisition and transplant procedures, harvest and storage.  Prescription Drugs  Administered by CVS/Caremark  See Your Prescription Benefits Summary  See Your Prescription Benefits Summary	<ul> <li>Behavioral Health Services:</li> <li>Mental Illness and Substance Abuse1</li> <li>Inpatient Facility Services</li> <li>Physician Home and Office Visits</li> <li>Other Outpatient Services @</li> </ul>	0%	30%
Prescription Drugs       Administered by CVS/Caremark       See Your Prescription       See Your Prescription         Benefits Summary       Benefits Summary       Benefits Summary	<ul> <li>Acquisition and transplant procedures,</li> </ul>	0%	30%
Benefits Summary Benefits Summary			
Litotimo Movimum Ellalimito de Ella	Lifetime Maximum	Unlimited	Unlimited

# Your Summary of Benefits

#### Notes:

- All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non -network Human Organ and Tissue Transplants).
- Deductible(s) apply to covered services listed with a percentage (%) coinsurance, including 0%.
- Network and non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Benefit period = calendar year
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing limited to 82 visits/Calendar Year.
- Wigs limited to 1 per benefit period

1 We encourage you to review the Schedule of Benefits for limitations.

#### Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

#### Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

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

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

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

# Your Prescription Benefit Plan Copay Overview

#### Covington Exempted Village Schools - H.S.A. 01/01/2017

Your plan is based on a combined deductible of medical and prescription claims. The deductible is the total \_out of pocket\_ amount you must pay before your prescription benefit plan coverage will take effect. Your annual deductible is \$2,000 for an individual or \$4,000 for a family. **Until this deductible amount is met, you will pay 100 percent for your prescriptions.** 

	CVS/caremark Retail Pharmacy Network	CVS Caremark Mail Service Pharmacy
	For short-term medications	For long-term medications
	(Up to a 30-day supply)	(Up to a 90-day supply)
Generic Medications	\$0 copay after the deductible is met for a	\$0 copay after the deductible is met for a
Ask your doctor or other prescriber if	generic prescription (after deductible)	generic prescription (after deductible)
there is a generic available, as these		
generally cost less.		
Preferred Brand-Name Medications	\$0 copay after the deductible is met for a	\$0 copay after the deductible is met for a
If a generic is not available or	preferred brand-name prescription (after	preferred brand-name prescription (after
appropriate, ask your doctor or	deductible)	deductible)
healthcare provider to prescribe from	, ,	
your plan's preferred drug list.		
Non-Preferred	\$0 copay after the deductible is met for a	\$0 copay after the deductible is met for a
Brand-Name Medications	non-preferred brand-name prescription	non-preferred brand-name prescription
You will pay the most for medications	(after deductible)	(after deductible)
not on your plan's preferred drug list.		
Refill Limit	None	None
Annual Deductible         \$2,000 per individual / \$4,000 per family		
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber inc		eason other than doctor or other prescriber indicates

Once the deductible is met, your costs will be as follows:

"dispense as written," you will pay the difference between the brand-name medication for any reason other than doctor or other prescriber indicates "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.

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

#### Where to fill your prescription

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

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

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

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

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

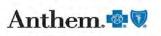
Choose one of three easy ways to start using the CVS Caremark Mail Service Pharmacy:

- 1. Fill out and send in a mail service order form use the one included in this welcome kit or print one at www.caremark.com
- 2. Visit www.caremark.com/faststart
- 3. Call FastStart toll-free at 1-800-875-0867

#### **Customer Care**

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

Copayment, copay or coinsurance means the amount a plan member is required to pay for a prescription in accordance with a Plan, which may be a deductible, a percentage of the prescription price, a fixed amount or other charge, with the balance, if any, paid by a Plan. Your feedback is important as it helps us improve our service. Please contact us with any questions or concerns at 1-888-202-1654. Your privacy is important to us. Our employees are trained regarding the appropriate way to handle your private health information. 7471-2PRTF-70\_AD-0114



# Educational Purchasing Council - Covington

## Blue Access (PPO)

#### Effective October 1, 2016

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

Covered Benefits	Network	Non-Network
Deductible (Single/Family	\$100/\$200	\$300/\$600
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$2,000/\$4,000
Physician Office Services (PCP/SCP)	\$20/\$20	30%
Primary Care Physician (PCP)/		
Specialty Care Physician (SCP)		
Including Office Surgeries, allergy serum and injections <sup>1</sup> :		
• allergy testing	20%	30%
	2070	5070
Preventive Care Services	No copayment/coinsurance	30%
Services include but are not limited to:		
• Medical History		
<ul> <li>Mammography<sup>1</sup></li> </ul>		
• Pelvic Exams		
• Pap testing		
• PSA tests		
• Immunizations <sup>1</sup>		
<ul> <li>Annual diabetic eye exam</li> </ul>		
• Annual Vision and Hearing exams		
Emergency and Urgent Care		
Emergency Room Services	\$75	\$75
• facility/other covered services	<i>,,,,</i>	<i>\$</i> 75
(copayment waived if admitted)		
Urgent Care Center Services	\$35	\$35
Inpatient and Outpatient Professional Services	10%	30%
Inpatient Facility Services (Network/Non-Network	10%	30%
combined) Unlimited days except for:		
• 60 days for physical medicine/rehab		
• 180 days for skilled nursing facility		
Outpatient Surgery Hospital/Alternative Care Facility	10%	30%
• Surgery and administration of general anesthesia		
5 ,	Anthem Blue Cross and Blue Shield is the trade name of	Community Insurance Company

Benefit summary - Covington PPO 2.0 NGF 1-1-2016 NASCO\_

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

# Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services Including but not limited to: • Home Care Services 30 visits non-network (excludes IV Therapy) • Certain diagnostic outpatient services	10%	30%
<ul><li>Hospice Care</li><li>Ambulance Services</li></ul>	20% No copayment/coinsurance	20% No copayment/coinsurance
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits) Limits apply to: Physical/Occupational Therapy: 30/30 visits Spinal Manipulation Therapy: 12 visits Speech Therapy: 20 visits	Copayments based on place of service	Copayments based on place of service
Medical Supplies, Equipment and Appliances	20%	40%
<ul> <li>Behavioral Health</li> <li>Mental Illness and Substance Abuse<sup>2</sup></li> <li>Inpatient Facility Services</li> <li>Inpatient Professional Services</li> <li>Physician Office Services (PCP/SCP)</li> <li>Other Outpatient Services, Outpatient Facility</li> <li>Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	10% 10% \$20/\$20 10%	30%
<ul> <li>Human Organ and Tissue Transplants</li> <li>Except Kidney and Cornea transplants<sup>3</sup></li> </ul>	No copayment/coinsurance	50%
Prescription Drugs: Administered by CVS/Caremark	See Your Prescription Benefit Plan Summary	See Your Prescription Benefit Plan Summary
Lifetime Maximum	Unlimited	Unlimited

Notes:

• All medical deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Prescription Drug cost share options and Non-Network Human Organ and Tissue Transplant (HOTT Services)

• Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance excluding allergy testing (Network).

• Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.

• Dependent Age: to end of the month which the child attains age 26

• No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.

• PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any Other Network provider as allowed by the plan.

SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
 Benefit period = calendar year

O Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.

# Your Summary of Benefits

- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing unlimited visits/Calendar Year and unlimited visits/lifetime
- 0

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

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

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

#### Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary

Pre-existing Exclusion Period: none

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summery of benefits

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

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

Authorized group signature (if applicable)	
Underwriting signature (if applicable)	

# Your Prescription Benefit Plan Copay Overview

#### **Covington Exempted Village Schools - PPO**

#### 10/01/2016

	CVS/caremark Retail Pharmacy Network For short-term medications (Up to a 30-day supply)	CVS Caremark Mail Service Pharmacy For long-term medications (Up to a 90-day supply)
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	<b>\$10</b> for a generic prescription	<b>\$20</b> for a generic prescription
<b>Preferred Brand-Name Medications</b> If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	<b>\$20</b> for a preferred brand-name prescription	<b>\$40</b> for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	<b>\$30</b> for a non-preferred brand-name prescription	<b>\$60</b> for a non-preferred brand-name prescription
Refill Limit	None	None
Maximum Out-of-Pocket\$3,000 per individual / \$6,000 per family		
Please Note: When a generic is available, but the pharmacy dispenses the brand-name medication for any reason other than doctor or other prescriber indi- "dispense as written," you will pay the difference between the brand-name medication and the generic plus the brand copayment.		

#### Where to fill your prescription

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

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

- Choose from more than 68,000 network pharmacies nationwide, including independent pharmacies, chain pharmacies and 7,700 CVS/pharmacy locations.
- Find a participating pharmacy at www.caremark.com

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

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

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can either e-mail customerservice@caremark.com or call toll-free at 1-888-202-1654 <u>after your benefits begin</u>. For TDD assistance, please call toll-free 1-800-863-5488.

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7471-2PRTF-70\_MOOP-0615

The information contained in this Addendum H is intended to be a summary for information purposes only and should not be relied upon as a complete and accurate description of the plan. Nor shall this information be relied upon in settling claims, etc. For complete and up-to-date information regarding the terms of the plan, please refer to the plan documents.

# Appendix A MOU - College Credit Plus Program

#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into as of this 15th day of June, 2017 by and between the Covington Exempted Village School District Board of Education ("Board of Education" or "Board") and the Covington Education Association ("CEA"). The Board of Education and the CEA shall be referred to jointly as the "Parties."

WHEREAS, the Board of Education and the CEA are parties to a Master Agreement effective August 1, 2017 through July 31, 2020; and

WHEREAS, the Ohio General Assembly has enacted legislation allowing students in grades 7 – 12 to obtain college credit through the College Credit Plus Program; and

WHEREAS, such college credit may be obtained by a student at his/her home school (i.e., the Covington Exempted Village School District) rather than on a college campus, with properly licensed/credentialed teachers;

NOW, THEREFORE, BE IT RESOLVED, that the Parties agree as follows:

 A Professional Staff Member ("PSM") who teaches a College Credit Plus Course shall receive a stipend of Three Hundred and Fifty Dollars (\$350.00) per College Credit Plus Course plus an additional Five Dollars (\$5.00) will also be included with said stipend for each student who takes said College Credit Plus course(s) for college credit.

2. The high school guidance counselor, who oversees the College Credit Plus program, will receive a stipend of one thousand fifty (\$1,050) dollars per year, as long as the Board of Education continues to offer College Credit Plus courses and at least one College Credit Course is taught by a PSM of Covington High School during said year.

70

IN WIINESS WHEREOF, the Parties, by themselves or through their authorized representatives acting as such, and intending to be legally bound, hereby set their hands as of the date written below.

AGREED:

COVINGTON EXEMPTED VILLAGE SCHOOL DISTRICT EDUCATION ASSOCIATION

By: Gene Gooding, Superintendent

6/15 Date: ,2017

COVINGTON EDUCATION ASSOCIATION

By:

Date: 6/15 , 2017

Marti Cain, President