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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CORY-RAWSON LOCAL BOARD OF EDUCATION

AND THE

**CORY-RAWSON EDUCATION ASSOCIATION
AFT/OFT**

EFFECTIVE

July 1, 2017

THROUGH

June 30, 2020

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ARTICLE I – RECOGNITION

A. Recognition

The Cory-Rawson Local School District Board of Education (hereafter “Board”) recognizes the Cory-Rawson Education Association, A.F.T., O.F.T. (hereafter “C.R.E.A.”), as the sole and exclusive bargaining representative for certified/licensed personnel and L.D. tutors hired under regular teaching contracts, excluding the Superintendent and principals. Hereafter bargaining unit members are referred to as “teachers” or “employees”.

B. Term of Recognition

Recognition shall be continuous unless C.R.E.A. is removed or replaced in accordance with the provisions of the Ohio Revised Code Chapter 4117.

C. Scope of Negotiations

The subjects of negotiations will be all matters relating to wages, hours, terms and conditions of employment.

D. Recognition of Board

C.R.E.A. recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Cory-Rawson Local School District (hereafter “District”) and as the employer of all certified/licensed personnel.

E. Recognition of Superintendent

C.R.E.A. recognizes the Superintendent as the chief executive officer of the Board.

ARTICLE II – NEGOTIATIONS PROCEDURE

A. Negotiations Principles

If either the Board or C.R.E.A. desires to negotiate changes in terms and conditions of employment, it shall notify the other party, in writing, no later than three (3) months prior to the expiration of this Agreement of such desire. Notification from C.R.E.A. shall be submitted to the Superintendent. Notification from the Board shall be addressed to the C.R.E.A. President.

B. Choice of Format

Within ten (10) working days after receipt of such notice, an initial meeting will be held between the C.R.E.A. President and the Superintendent to determine whether to use the interest-based or traditional bargaining approach.

1. Interest-Based Bargaining

- a. Good Faith Bargaining Definition
Good faith requires a commitment by the Board and C.R.E.A. to be willing to meet to identify for discussion and resolution items of concern, conflict, or disagreement related to salary, fringe benefits, and other terms and conditions of employment.

- b. Outline of Process

- Phase 1 I.B.B. training
- Phase 2 Sharing of mission and issue statements
 Establishment of ground rules
- Phase 3 Establishment of categories
 - (1) Salary/Wages
 - (2) Benefits/Fringes
 - (3) Language – Rights/Procedures
 - (4) Working Conditions
 - (5) Housekeeping/Clean-up
- Phase 4 Team resolution
- Phase 5 Final contract writing
- Phase 6 Joint ratification meeting

- c. Facilitator

The Federal Mediation and Conciliation Service shall provide the facilitator.

- d. I.B.B. Ground Rules

- (1) Each team will consist of no more than five (5) members.
- (2) No alternative team members are allowed.
- (3) The Board will allow team members to attend all sessions. The Board will pay for substitutes when released time is given.
- (4) As much as is possible, sessions will be scheduled not to conflict with anyone's work schedule.
- (5) Each party must have at least three (3) members present to constitute a quorum.

- (6) Negotiations dates will be established during Phase 2.
- (7) Observers are not allowed. Experts and resource people are allowed if mutually agreed upon.
- (8) No press releases are permitted unless wording is mutually agreed upon.
- (9) Communications to constituents must be general in nature without identifying positions or specifics.
- (10) All I.B.B. discussions are confidential.
- (11) Caucuses are allowed but should be kept to a minimum with a usual length of 10-15 minutes. Disclosure of topic discussed need only be stated.
- (12) The parties will furnish available information needed to resolve issues.
- (13) Any costs will be shared equally.

2. Traditional Bargaining

- a. Having chosen the traditional approach, negotiations shall begin within fifteen (15) working days.
- b. The following I.B.B. ground rules shall apply: d. (1), (2), (4), (5), (7), (8), (9), and (12).
- c. "Good faith" requires that the Board and C.R.E.A. be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing shall compel either party to agree to a proposal or make a concession.
- d. In the first session, proposals shall be in form and detail specifying that to which agreement is sought. Topical listings of items may be disregarded.
- e. No new items may be submitted unless by mutual agreement.
- f. Mediation – If agreement is not reached after sixty (60) days, either party may request mediation in an effort to reach a settlement. The teams shall request a mediator from the Federal Mediation and Conciliation Services whose rules shall cover the mediation.

If there are costs for such services, costs will be shared equally by the Board and C.R.E.A.

Mediation will continue for thirty (30) days unless both parties agree to extend this process.

C. Agreement

1. Tentative agreements shall be reduced to writing and initialed by a representative of each party.
2. If the successor agreement is ratified by C.R.E.A., the same shall be presented to the Board for ratification.
3. Within thirty (30) working days after signing, the agreement shall be made available to teachers and Board members. The Board shall be responsible for typing the final agreement. C.R.E.A. and the Board shall be responsible for the duplication and distribution to teachers as well as administrative personnel and Board members.

D. Transition from I.B.B. to Traditional Approach

1. Each party pledges an earnest effort to make I.B.B. successful; however, either party has the unilateral right to abandon the process at any time without being subjected to an unfair labor practice charge.
2. Tentative agreements remain tentative agreements. Once signed, they're done.
3. Issues discussed, but not resolved – each party has the right to establish fresh positions without regard to I.B.B. discussion.
4. Issues on agenda, but not discussed – same as 3.
5. Issues not on agenda for I.B.B. – no new issues allowed.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A grievance is defined as an alleged misapplication, misinterpretation or violation of only the express written provisions of this Agreement or of established policy or practice.
2. Grievant: A teacher who files a grievance; or, in the event of a group grievance, C.R.E.A.
3. Days: Administrative work days.

B. General Provisions

1. Time Limits: The number of days indicated at each level shall be considered maximum, and every effort should be made to expedite the process. Any time limit may be extended by mutual written agreement. Failure of the employer to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to initiate the grievance or appeal a decision within the specified time limits shall result in the grievance being deemed waived and void.

2. Representation: The grievant may have a C.R.E.A. representative present at any formal meeting.
3. Written Decisions: Except at the informal level, all decisions at all levels of the grievance procedure shall be in writing and shall be transmitted promptly to all parties.
4. Reprisals: No reprisals of any kind shall be taken by the Board or any of its agents against any grievant, representative, C.R.E.A. member or any other participant in the grievance procedure by reason of such participation. Similarly, no reprisals of any kind shall be taken by the grievant or his/her C.R.E.A. representative against the Board or any of its agents.

C. Procedure

- Step I. The grievant shall first discuss the grievance informally with the building principal.
- Step II. If the discussion does not resolve the grievance, the grievant may file a written grievance with the building principal within ten (10) days following the act or condition which is the basis of the grievance. The grievant shall be granted a conference within five (5) days after the principal's receipt of the request. The grievant shall be advised, in writing, of the time, place and date of such conference. The action taken shall be reduced to writing and copies sent to the grievant, C.R.E.A. President, and Superintendent.
- Step III. If the Step II decision does not resolve the grievance, the grievant may appeal in writing to the Superintendent and request a conference. Failure to file such appeal within five (5) days from receipt of the written disposition at Step II shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within five (5) days. The Superintendent shall address the grievance, in writing, within five (5) days after the conclusion of the conference. Copies of the written disposition shall be sent to the grievant, building principal, and C.R.E.A. President.
- Step IV. If the Step III decision does not resolve the grievance, the grievant may appeal to a Problem Solving Committee within ten (10) days of receipt of the written Step III disposition. The appeal shall be in writing and filed with the Superintendent. The Committee shall be made up of the members of the teams that negotiated this Agreement. The Committee shall utilize the processes of I.B.B. to arrive at a grievance decision. Unless an outside mediator is utilized, the decision should be reached within ten (10) days. The grievant shall be assured the right to present his/her case before the Committee.
- Step V. If the action taken at Step IV does not resolve the grievance, the grievant may appeal to the Board within ten (10) days of receipt of the written Step IV disposition. The appeal shall be in writing and filed with the Board Treasurer. The Treasurer shall place the item on the agenda of the next

regular meeting of the Board. If it chooses, the Board may conduct a special meeting to deal with the situation. The grievant shall be assured the right to present his/her case with representation before a subcommittee of the Board.

The Board shall act on the appeal no later than the next regular Board meeting following the Board meeting at which the grievance was received.

- Step VI. If the Step V decision does not resolve the grievance, the grievant may, with the approval of C.R.E.A., submit the grievance to arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service within ten (10) days after receipt of the Step V disposition. A copy will be mailed to the Superintendent at the same time as to FMCS with return receipt requested or hand delivered with the date of receipt noted. An arbitrator shall be selected in accordance with the rules of the FMCS. A hearing shall be held to permit each party the opportunity of presenting its case. The decision of the arbitrator shall be in writing and shall be rendered within thirty (30) days. The decision shall be final and binding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The Board and C.R.E.A. shall share the fees for and expenses of the arbitrator equally.

ARTICLE IV – DEDUCTIONS

A. Dues/Fair Share Fee

1. All teachers shall elect to become members of C.R.E.A. or shall have a fair share fee, as determined by C.R.E.A., deducted from their pay. No part of the fee will be used for political activity.
2. Teachers shall be given a thirty (30) days grace period during which to make their decision as provided for in Ohio Revised Code Section 4117.09.
3. C.R.E.A. shall notify the Board Treasurer of those who will pay a fair share fee and any changes to that list. There will be no loss of dues or fair share fee payment to C.R.E.A.
4. All fair share fee payments shall be by payroll deduction and automatic without authorization of the employee.
5. Fair share fee deductions shall be executed in the same manner as dues deductions.
6. C.R.E.A. indemnifies and holds the Board harmless against any and all claims, demands, suits, or other liability arising out of action taken by, or on behalf of, any teacher in opposition to the fair share fee.
7. The Board Treasurer shall remit the dues/fair share fee payments to the C.R.E.A. Treasurer within seven (7) calendar days of the teacher pay day.

B. Annuities

Employees may participate in the tax-sheltered annuity program with payroll deductions by the Treasurer. The initial sign-up may be made at any time during the calendar year. A change by the employee can be accommodated only once in any subsequent calendar year.

C. Voluntary Employee COPE Deductions

The Board agrees to deduct from the individual's wages and transmit to the treasurer of the Ohio Federation of Teachers the amount specified for each pay period worked from the salary/wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by OFT/COPE.

These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted from each such employee. The Board will provide an electronic copy of the above mentioned transmission to the C.R.E.A.'s treasurer within ten (10) days of the transmission.

ARTICLE V – WORKING CONDITIONS

A. School Calendar

The Board shall determine annually the days and the hours when school shall be in session for instructional purposes. The school calendar shall consist of no fewer than one hundred eighty-three (183) days for teachers and one hundred eighty-four (184) days for newly hired teachers. On the first teacher work day (second work day in the case of newly hired teachers), teachers will be accorded not less than three (3) hours for the purpose of preparing their classrooms and/or other materials for the upcoming year.

The Superintendent shall prepare, in cooperation with staff groups, a tentative calendar for Board consideration. The Board reserves the right to alter the calendar when necessary due to calamity days or unforeseen problems. If the District has accumulated more than five (5) calamity days or 32.5 calamity hours prior to Presidents' Day or Spring Break, the Board will schedule make-up days on Presidents' Day and the first two (2) days of Spring Break. If Spring Break is scheduled for less than five (5) school days, only the first day of the scheduled Break will be utilized as a make-up day. The Superintendent has the authority to extend the school day to make up calamity hours. Any remaining make up hours/days will be scheduled at the end of the school year.

If, after the school year begins, alterations affect any terms and conditions of employment, the Labor Management Committee will work on the resolutions of those problems.

Administration of the calendar is the responsibility of the Superintendent. The

Superintendent is responsible for emergency closing of the schools.

B. School Day

Teachers must be in respective buildings by 7:45 A.M. each morning. Teachers are to remain in their building until 3:15 P.M., unless working on another school assignment. Exceptions may occur due to snow and fog day delays.

C. Class Lists

Class lists shall be provided to K-6 teachers no later than three (3) weeks prior to the first teacher workday at the start of the school year; 7-12 teachers should be provided class lists no later than one (1) week prior to this teacher workday.

D. Special Education Teachers

Special education teachers shall be provided release time for the purpose of writing IEP's and/or holding IEP meetings with parents based on the number of IEP's the teacher is required to complete by the end of the school year according to the following schedule:

1-6 IEP's.....	one-half (1/2) day
7-12 IEP's.....	one (1) day
13-18 IEP's.....	one and one-half (1½) days
19-24 IEP's.....	two (2) days
25+ IEP's with ODE waiver	
additional one-half (½) day for each aggregate of five (5) students in excess of 24.	

The number of required IEP's shall be determined by EMIS report, barring any late-year move-ins or other unforeseen occurrences. No more than two (2) Special Education teachers at one time may utilize this release time. Substitutes will be provided for this day(s).

E. Posting of Vacancies

As full-time teaching and supplemental vacancies occur during the school year, they shall be made known to the existing staff via school e-mail. During summer months, all vacancy notices will be e-mailed to every teacher via school e-mail and home e-mail if provided by the teacher. The above procedures also apply to posting of vacancies for TESOL tutors and summer remediation teachers. Any summer remediation positions will be posted before the end of the school year if it has been determined that a summer remediation program will be necessary for the ensuing summer.

Vacancies for home instruction tutors will be posted via e-mail to all teachers for two (2) days before interviewing candidates who have expressed an interest. In hiring home instruction tutors, priority will be given to candidates who are teaching the grade level of the student or the subject area needed.

These notifications are intended to communicate with the staff as fully as possible on teaching and supplemental vacancies. This does not restrict the administrative staff in mid-year emergency replacement situations. All above mentioned vacancies will be held open for five (5) administrative days in order to allow teachers the opportunity to express their interest; however, with respect to any vacancy occurring in the summer on or after June 1, the vacancy will be held open for only two (2) administrative days, with the further understanding that a summer vacancy occurring after July 10 may be filled without delay.

F. Passes to School-Sponsored Activities

Each teacher will receive a Cory-Rawson general admissions pass to all Board-sponsored home functions/activities. At the teacher's annual option, the teacher will be provided with an additional pass(es) without charge for either (1) a guest, or (2) the teacher's spouse and school age (high school and below) children at home sporting events only; a teacher who accepts an additional pass(es) will work a number of gates equal to the number of additional pass(es) taken. On-staff coaches are not required to work gates. Excluded from the use of the pass(es) are all Ohio High School Athletic Association Tournament games, and any function/activity at the Cory-Rawson Schools in which proceeds are shared by participating schools. The pass(es) exclude(s) any meal functions and is good for admission only.

G. Split Class

A class with more than one (1) grade level in a traditional self-contained program will contain no more than twenty (20) students.

H. Drug-Free Workplace

The Board and C.R.E.A. agree to establish and maintain an educational setting which is not tainted by the use, or evidence of use, of alcohol or any controlled substance by employees.

C.R.E.A. recognizes the Board's authority to establish policies and guidelines that ensure a drug-free workplace, including the right to discipline (which may result in termination) if the employee is found in violation of such policies.

If an employee exhibits a consistent problem relating to the use of alcohol or other drugs, the Administration may request the employee to work on their assumed problem in accordance with Board Policy 3170.01, "Employee Assistance Program (EAP)." If the employee refuses, the Administration may require the employee to submit to a drug test at the Board's cost.

I. Labor Management Committee

A Labor Management Committee will meet prior to the Board meeting in September, November, February, and April unless both the Superintendent and C.R.E.A. President agree a meeting is not needed. The time and duration of the meeting will be determined by mutual agreement. Other meetings may be called if necessary. Prior to each meeting, the C.R.E.A. President and the Superintendent will establish an agenda. The membership of the Committee will consist of the Superintendent, Treasurer, and

two (2) Board members, the C.R.E.A. President and three (3) other C.R.E.A. members chosen by C.R.E.A. The purpose of the Committee is to discuss concerns of either C.R.E.A. or the Board and if possible reach decisions by the use of consensus. Decisions by the Committee on non-contractual issues will be in effect immediately. Decisions by the Committee on contractual issues need to be ratified by the C.R.E.A. Executive Committee and the Board in order to be added to this Agreement.

J. Professional Development

The District Leadership Team (DLT) will be responsible for the planning of all District and building-level professional development time. The DLT will consist of the Superintendent, both building principals, a guidance counselor, and an equal number of K-6 and 7-12 teachers with no less than four (4) or more than eight (8) teachers in total. The Administration will determine the total number of teachers and C.R.E.A. will select the members. Decision-making will be by consensus. It is mutually understood that provisions of this Section may be modified by the DLT from time to time if needed to comply with ODE or statutory requirements.

For the 2017-18 school year there will be six (6) total hours of delays, early dismissals, or alternatively structured release time to be determined by the Superintendent. In each of the 2018-19 and 2019-20 school years there will be eight (8) hours of delay, early dismissals, or alternatively structured release time. The time structure of these delays/dismissals will be determined by an Ohio Improvement Process (OIP) Scheduling Committee composed of two (2) members appointed by C.R.E.A. and two (2) appointed by the Superintendent. One (1) of the scheduled two (2) hour delays will be scheduled at the end of the first semester. The time during this delay will be allotted for teachers to grade assignments, submit grades, and plan instruction. The Committee must arrive at a solution on or before April 30 of the year preceding each respective school year. The delays/dismissals will be for the sole purpose of collaboration of appropriate teacher groups related to the OIP (DLT, BLT, TBT initiatives) as determined by the building administrator. The Superintendent will determine the dates for release time.

K. Teacher's Children Enrollment

Children of District teachers may attend District schools through open enrollment. No child of a District teacher will be denied open enrollment.

L. Substitute Lesson Plans

If teachers are absent they will submit (or have submitted previous to the absence) substitute lesson plans directly to the principal or maintain them in a known location in the classroom for substitute use. Exceptions may be made by the principal in instances of extenuating circumstances. Additionally, teachers will provide ten (10) working days of substitute lesson plans for approved long-term absences, except in cases of significant and immediate catastrophic situations, either prior to or during the absences as determined by the principal and teacher.

M. Building Access

Permanent substitutes will be furnished with appropriate interior keys.

ARTICLE VI – EVALUATION

- A. The evaluation procedure and forms for teachers and guidance counselors appear in the District's Standards- Based Teacher Evaluation policy and Standards-Based Counselor Evaluation policy (respectively) and its related forms are incorporated by reference as part of this Agreement.
- B. Violation of procedural matters set forth in Board Policy for evaluations are subject to the grievance procedure appearing in Article III of this Agreement. However, the contents and merit of any evaluation shall be at the determination of the evaluator and are not subject to the grievance procedure.
- C. If the procedures of the Standards-Based Teacher Evaluation policy or the Standards-Based Counselor Evaluation policy are not followed, a limited contract teacher or counselor cannot be non-renewed in that school year. This provision will supersede the non-renewal portions of Ohio Revised Code Section 3319.11(G)(1) through (7), in that a non-renewed teacher or counselor shall have no entitlement to a hearing or any other recourse provided for in this Section of the Ohio Revised Code.

ARTICLE VII – PROFESSIONAL MEETINGS

- A. Teachers are to request, in writing, from their respective principals or supervisor, permission to attend professional meetings. It is expected that a relationship exists between the meeting to be attended and the employee's responsibilities at the District. Principals or supervisors are to manage the number of staff requesting to attend meetings so that the local educational program is not unduly interrupted. Requests are to be filed as much in advance of the meeting as possible. Approval must be granted before the meeting is attended. After attending the meeting, the member will provide feedback on the content of said meeting to the appropriate building administrator.
- B. Estimated expenses are to accompany all requests. Yearly appropriations will be the limiting factor regarding number of meetings approved. All requests should be weighed in relationship to local returns. A yearly rate of maximum per diem reimbursement for food, and lodging will be set by the Board. Registration fees and mileage at current rate will be paid for approved meetings.
- C. A teacher may use one (1) professional day per year to attend a school function with their son/daughter.

ARTICLE VIII – S.T.R.S. PICK-UP

- A. The Board shall "pick-up" the teacher's full contribution to the State Teachers Retirement System as authorized by S.T.R.S. Rule 3307-1-23, Federal Revenue Ruling No. 77-462 and OAG 82-097. Under these provisions the Board, upon proper

application with S.T.R.S., shall not deduct state or federal taxes on the amount of the teacher's total required contributions to the S.T.R.S., and such shall be noted on or with the individual teacher's W-2 form.

- B. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE IX – LEAVES

A. Maternity

A leave of absence will be provided for childbirth under the Family Medical Leave Act as illustrated in Section I of this Article. Any female who does not qualify under Section I will be provided up to six (6) weeks of unpaid leave following the birth of the child and may use any of her accumulated sick leave for this specified leave period.

The need for any absences immediately preceding the birth of a child shall be documented by the attending physician and will be charged against accumulated sick leave.

B. Personal

A teacher will be granted up to three (3) days of paid personal leave per school year. With the exception of emergencies, these days will be based on the availability of substitutes with the further understanding that in no event will personal leave be approved for no more than 6 teachers/district on the same day. The following guidelines apply to the personal leave days:

1. May not be granted on parent/teacher conference days except in an emergency situation, as determined by the Superintendent.
2. May not be granted the first and last five (5) student days of any school year except for an immediate family event, i.e., attend graduation ceremonies, attend awards assembly, etc.
3. May not be granted for seeking or engaging in gainful employment.

If possible, written request for approval must be submitted at least one (1) week in advance through the building principal or supervisor to the Superintendent.

C. Sick

Sick leave is earned at the rate of one and one-fourth (1¼) days per month for a total possible of fifteen (15) days per year, accumulated to two hundred five (205) days. Part-time teachers will continue to earn sick leave proportionately in accordance with past practice notwithstanding the formula appearing in Ohio Revised Code Section 3319.141. Teachers, upon approval of the responsible administrative office of the District, may use sick leave for absence due to personal illness, pregnancy, injury,

exposure to contagious diseases which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. "Immediate family" is interpreted to include mother, father, step-parent, child, step-child, spouse, in-law, sibling, grandparent, grandchild, foster child and any individual living in the same household in permanent residency. Sick leave may be used for doctors/dentists appointments only if said appointments cannot be scheduled outside the school day. Sick leave use for this purpose can only be used in full or half day increments.

If a teacher has no accumulated sick leave remaining, the Board will advance a maximum of five (5) days in any one (1) school year. The teacher will return the advanced days out of future accumulation. If the teacher leaves employment prior to repayment of advanced days, he/she will be obligated to pay back to the District equivalent amounts for the advanced days that have not been regained plus the District's cost for providing coverage with a substitute on such days.

D. General

A teacher desiring a leave of absence shall apply in writing to the Superintendent stating the purpose and length of the proposed leave. A leave may be granted upon recommendation by the Superintendent and approved by the Board. All leaves shall be without pay, accumulation of sick leave days, payment of retirement, hospitalization, and insurance. However, a teacher may continue the group insurance at his/her own expense while on leave. Premiums will be paid quarterly, the first of which will be deducted from the teacher's last pay from the Board prior to the leave. Failure to pay the premium prior to the first day of any quarter will result in termination of the benefits as of that date.

Previously established rights to tenure shall be maintained. A year's leave shall not advance a teacher on the salary schedule unless he/she was in the armed services of the United States or any auxiliary thereof, (as per Ohio Revised Code Section 3319.14) or in a position of full-time teaching.

E. Peace Corps, Exchange Teacher Leave

A leave of absence without pay up to two (2) years may, upon the approval of the Superintendent, be granted to any teacher who joins the Peace Corps, VISTA, or serves as an exchange teacher and is a full-time participant in any of these programs. Upon return from such leave, a teacher will be considered as if he/she had been actively employed by the Board during the leave and will be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided he/she was engaged in teaching during the leave.

F. Jury Duty

A teacher who is called to jury duty or subpoenaed as a witness in a non-school related case will be paid his/her per diem rate.

G. Assault or Injury Leave

1. Leave for employee absences resulting from assault or injury, while the employee is engaged in the performance of job-related duties, shall be granted

without loss of pay and/or benefits.

2. Assault leave will be limited to a maximum of thirty (30) working days per school year, not chargeable to sick leave or personal leave, and shall be non-accumulative from year to year.
3. If upon the exhaustion of the allowed thirty (30) assault leave days, the individual is unable to perform his/her contracted duties, he/she may apply for sick leave, Workers' Compensation (if eligible), an unpaid leave of absence, or disability retirement. Should the individual qualify for Workers' Compensation, he/she shall receive the difference in pay between his/her regular rate of pay and the Workers' Compensation benefit until such time as the benefit terminates.

H. Bereavement Leave

Up to three (3) work days will be granted with pay to attend the funeral/memorial service of a member of the teacher's immediate family and to take care of family business. (See Section C of this Article for the definition of "immediate family".) It is the teacher's responsibility to reasonably determine the number of days that will be necessary. These days will not accumulate and will not be deducted from sick leave.

If there is a funeral/memorial service for a person not in the teacher's immediate family, personal leave may be taken to attend the service. If all personal days have been taken, the employee may use sick leave (maximum of three (3) days) for this purpose.

I. Family Medical Leave Act

Teachers are entitled to the benefits provided by Federal Family Medical Leave Act of 1993 and in accordance with Board Policy 3430.01.

Such leaves shall provide for twelve (12) weeks of maintenance of medical benefits by the Board, while a teacher is on a leave and such absence is a result of the birth or care of a child, the adoption or foster care of a child, the care of a spouse, child, or parent if such individual has a serious health condition, a serious health condition of the teacher which disables him/her from performing the functions of his/her position, or for one of the military-related circumstances that justify leave under the Act. For purposes of this Section, a year shall be defined on an individualized and rolling basis.

For further information concerning this Act, contact the Superintendent's office.

J. Dock Days

Dock Days should only be requested and approved under very limited circumstances. An employee may request a dock (unpaid) day based on the following conditions:

1. All personal leave and vacation days must be used or approved for use prior to any request, unless there is a unique situation that has prior approval of the Superintendent.
2. A request must be made in writing to the Superintendent at least three (3) work

days in advance of the requested day off, except in the case of an emergency.

3. The Superintendent may grant up to three (3) dock days per year at his/her discretion. If there is a unique situation, additional dock days may be approved by the Board.

K. Late Arrival/Early Departure

Teachers who need to arrive late or leave early for appointments may request permission from the Administration to do so. If approved, the teacher is responsible for securing coverage for any missed class periods.

ARTICLE X – SEVERANCE PAY

- A. At retirement, severance pay will be granted to a teacher for sick leave accumulated in his/her primary position of employment. The retiree will be reimbursed at his/her daily rate at the time of retirement. The employee will receive payment for one-third (1/3) of the accumulated days. The maximum number of paid days will be thirty (30). An additional severance pay will be granted at retirement according to the following scale:

Ten (10) through fifteen (15) years in the District - forty-five (45) days maximum.

Sixteen (16) or more years in the District - fifty (50) days maximum.

This payment will be made within two and one-half (2-1/2) months after the effective date of retirement, as certified by S.T.R.S.

- B. Once an employee has reached two-hundred (200) days of accumulated sick leave at the beginning of a school year he/she will be eligible to earn bonus severance days. During that school year he/she will receive one (1) bonus severance day for each semester he/she did not use any sick leave days. These bonus severance days will be recorded and paid in addition to any amount obtained in A. above. Effective with the 1996-97 school year, at retirement, bonus severance days will be paid at the daily rate of the teacher in the year they were earned. Any bonus days earned prior to the 1996-97 school year will be paid at his/her daily rate at the time of retirement.

The maximum number of bonus severance days that may be earned is twenty-five (25).

Should an employee who has earned bonus days under this Section die prior to retirement, the Board will pay such days in accordance with Ohio Revised Code Section 2113.04 or to the employee's estate.

ARTICLE XI – REIMBURSEMENT

A. Third Grade Guarantee

Any teacher required by the Board to take the Third Grade Reading Guarantee Test shall be reimbursed for the actual cost of the test, up to a maximum reimbursement of \$130, upon proof of passage. If a teacher leaves the District within one (1) year, the teacher will repay the cost of the test.

B. Graduate Classes

The Board will reimburse a portion of the cost per quarter or semester hour for approved courses given by an accredited institution. The maximum payment for an undergraduate course is up to One Hundred Dollars (\$100) per quarter hour or up to One Hundred Twenty-Five Dollars (\$125) per semester hour. The maximum payment for a graduate course is up to One Hundred Fifty Dollars (\$150) per quarter hour or up to Two Hundred Dollars (\$200) per semester hour. A maximum of twelve (12) quarter hours or nine (9) semester hours per year will be eligible for reimbursement on a first-come first-served basis. The maximum amount to be budgeted by the Board will be Sixteen Thousand Dollars (\$16,000) each fiscal year. If during any fiscal year of this Agreement the maximum is not reached, the amount left over will be divided on an hourly pro-rated basis among teachers who submit more than twelve (12) quarter hours or nine (9) semester hours. The maximum reimbursement for each additional hour will not exceed the dollar maximums set above. If the maximum amount during any fiscal year of this agreement is reached, then that amount will be increased by One Thousand Dollars (\$1,000) for the following fiscal year; and the reimbursement concept stated above will be applied if appropriate for that fiscal year.

Only grades of A, B, or S will be reimbursed.

Reimbursement payments for graduate classes will be made four (4) times per fiscal year: September 20th, December 20th, March 20th, June 20th. Proof of payment and the grade report must be filed with the Treasurer of the Board no later than ten (10) calendar days prior to any of these dates.

If a teacher resigns or retires from the District on or after May 1, he/she will be obligated to pay back to the District any graduate class reimbursement received on June 20th.

C. I.A.T. Participation

A standing I.A.T member will be paid at a rate of Fifteen Dollars (\$15.00) per hour to a maximum of fifty (50) hours at the K-6 level and thirty (30) hours at the 7-12 level for time worked outside the school day (refer to Article V, Section B, of this Agreement). This will be limited to up to six (6) standing team members at each of the K-6 and 7-12 levels, respectively. Any non-standing member teacher who is invited to and does attend an I.A.T. meeting outside the school day will be paid at the rate of Ten Dollars (\$10.00) per hour for such attendance; the teacher's total pay for this purpose is capped per school year at \$250.00 for K-6 and \$150.00 for the 7-12 level. The principal of each level will log hours for the school year.

D. Local Professional Development Committee (LPDC)

Any C.R.E.A. member who serves on the Executive Committee of the Hancock County Local Professional Development Committee or on a sub-committee of this Consortium shall be paid for hours worked outside the normal school day at Twenty Dollars (\$20.00) per hour up to a yearly maximum of one and a half percent (1.5%) of the base salary (BA, Step 0) of the current year teachers' salary schedule.

ARTICLE XII – INSURANCE

A. Medical Insurance

The Board will continue to pay eighty-five percent (85%) of the monthly cost (family or single coverage) for the Cory-Rawson B Plan medical insurance for each full-time employee who chooses to participate. To be considered full-time, an employee must work at least six (6) hours per day. If an incumbent employee chooses Plan A (family or single coverage), the Board will pay toward the monthly cost the same dollar amount that the Board would have paid if the employee had elected the Cory-Rawson B Plan; all employees hired after September 25, 2008 who participate in medical insurance benefits are required to choose the Cory-Rawson B Plan.

For part-time employees, the Board will pay a percentage of the above costs equal to the percentage of time worked.

If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the monthly cost of either the Cory-Rawson Plan B family coverage or two Cory-Rawson Plan B single coverages. If the spouse chooses to participate in Plan B family coverage they will also receive an annual stipend of 125% of the maximum annual out of pocket (including the deductible) for in-network family Plan B (which maximum as of July 1, 2014 is \$2,800), paid at the same time as any other waiver of coverage (Section G). Participation in the Medical Insurance Waiver Pool is not available when both spouses are employed by the Board.

An employee who elects to participate in family or single medical insurance (either Plan A or Cory-Rawson B Plan) will be furnished a prescription drug card by the medical insurance provider.

It is mutually recognized and understood that withholding of the employee's contribution toward the October monthly cost of insurance occurs with the preceding September payrolls.

The Board will pay a stipend of \$100 (single coverage) for all Cory-Rawson B Plan participants each year the Cory-Rawson B Plan is in effect, payable on the last regular payday in June.

B. Dental Insurance

The Board will continue to pay eighty-five percent (85%) of the full cost of family or single dental insurance for each full-time employee. If both husband and wife are regularly employed by the Board, and at least one (1) is a full-time employee, the Board will pay one hundred percent (100%) of the dental premium.

C. Life Insurance

The Board shall pay the cost of Thirty Thousand Dollars (\$30,000.00) life insurance for all full-time employees who wish to participate. To be considered full-time, an employee must work at least six (6) hours per day. For part-time employees, the Board will pay a percentage of the cost equal to the percentage of time worked.

If the employee desires more life insurance coverage, he/she must pay the additional premium.

D. Vision Insurance

The Board will pay the full cost of family or single vision care insurance, which includes annual examinations, for each full-time employee.

E. Cafeteria Plan

The Board will continue to provide premium conversion, flexible spending accounts and dependent care accounts for employees.

F. Insurance Carriers

The Board may change medical, dental, life and/or vision insurance carriers only if coverage is equal to or better than the coverage provided by the Hancock County Group Insurance Consortium during the previous insurance year.

G. Waiver of Coverage

The Board will establish a Medical Insurance Waiver Pool for the purpose of determining the cash stipend to be paid to all full-time employees who decide to waive their medical insurance coverage provided by the Board. Part of the consideration as to the amount of the stipend will be the coverage provided the eligible employee as of the date of May 1, 1996, and that coverage will be among one of the following: family medical, single medical, and no medical insurance taken. This stipend is not available when both spouses are employed by the Board.

A written waiver must be presented to the Treasurer only during the open insurance enrollment period in the month of September each year. If an employee has need to resume the medical insurance program of the Board, he/she can do so only for the following reasons spelled out by the present carrier: adoption, birth, death, divorce, marriage, legal separation, spouse's employment status from full-time to part-time or vice versa, significant change in the spouse's health coverage at his/her place of employment or loss of other group coverage. These reasons will be provided by the medical insurance carrier. Employees who resume the medical insurance program of the Board will be ineligible to receive the stipend for that year.

The stipend will be paid out to each participant by the 15th of November following the October to September period of participation. The stipend will be paid only if the teacher has fulfilled the entire contract for the previous school year. Any employee who waives medical insurance will have an amount put into the Waiver Pool equal to the Board contribution toward Plan B.

Each October, the Board will place into the Medical Insurance Waiver Pool fifty percent (50%) of the total yearly amount of its share (based on the previous plan year's premium) for each family/single coverage waived. No amount will be provided by the Board for those employees who, as of May 1, 1996, had no insurance coverage; however, they will be accorded single status for the purpose of receiving the stipend. In

the month of October each year, the Treasurer will determine the stipend to be paid out on the basis of the coverage carried on May 1, 1996, with the family stipend being one hundred twenty-five percent (125%) of the single stipend.

ARTICLE XIII – SALARY

A. Home Instruction

For the duration of this Agreement the home instruction rate of pay is Twenty-two Dollars (\$22.00) with a maximum of five (5) hours per week.

B. TESOL Tutoring

For the duration of this Agreement the pay rate for a TESOL Tutor is Twenty-Five Dollars (\$25.00) per hour.

C. Summer Remediation Teacher

For the duration of this Agreement the pay rate for a summer remediation teacher is Twenty Dollars (\$20.00) per hour.

D. Certified Schedule

The teachers' salary schedule is attached as Appendix A. Graduate and/or undergraduate credits may be used to advance to the B.A. + 30 column. Only graduate credits may be used to advance to the M.A. + 15 column. The B.A. + 30 (150 hrs.) and M.A. + 15 columns refer to semester credits or the equivalent quarter credits.

Teachers new to the District will be granted up to fifteen (15) years credit on the salary schedule for experience as defined in the Ohio Revised Code Section 3317.13.

E. Horizontal Movement on Salary Schedule

The Board will continue its practice under Ohio Revised Code Section 3317.14 of moving a teacher horizontally on the teachers' salary schedule to a higher-rated column, effective with the September 20th pay and thereafter, if satisfactory evidence of completed coursework that justifies the teacher's move to the higher bracket is received by the District Treasurer by the immediately preceding September 15. In addition, the Board will move a teacher horizontally to a higher-rated column, effective with the January 20th pay and thereafter, if satisfactory evidence of completed coursework that justifies the teacher's move to the higher bracket is received by the District Treasurer after the immediately preceding September 15 but on or before January 15.

F. Supplemental Schedule

The salary schedule for extra activity responsibility is attached as Appendix B.

Head coaches/advisors/directors may hire more assistants than what is listed on the supplemental contract provided the percent of pay allotted for each position is not increased. For example, an assistant position listed as (1) at 10% may be filled by (2)

at 5%. The number of assistants hired cannot be less than the number stated on the supplemental contract.

Supplementals will be paid utilizing one (1) of these three (3) methods:

1. Payment will occur with the regular pays and will be a part of the regular pay with regular tax deductions.
2. Payment in one (1) separate pay with regular tax deductions when duties are completed as certified by the building principal and in the case of athletics, certified by the Athletic Director.
3. Payment in two (2) separate pays with regular tax deductions. The first to be approximately half way through the season, and the other at the completion of the activity.

Pay options 2 and 3 will be paid as follows: fall activities will be paid on September 20th and November 20th, winter activities will be paid on December 20th and March 5th, and spring activities will be paid on April 5th and June 5th.

The choice of option will be made when the supplemental contract is signed.

If any teacher leaves or fails to finish the responsibilities of his/her supplemental contract and has chosen #1 above for payment of that supplemental, the Treasurer will deduct an amount equal to the pro-rated part of the unfinished supplemental contract work from the teacher's regular pay.

G. Personal Leave Incentive

Each full-time teacher will receive Ninety Dollars (\$90.00) for each personal leave day not used. If the teacher does not use any personal days they will receive One-Hundred Dollars (\$100.00) for each personal day not used. This payment will be made the second payday in June.

H. National Board Certification

Any teacher who has achieved National Board Certification from the National Board for Professional Teaching Standards will receive a one-time stipend of Five Hundred Dollars (\$500.00) with the second pay following the granting of the Certification.

I. Direct Deposit

Salary payments will be made only by direct electronic deposit and pay stub information will be given to the employee by e-mail to the employee's school e-mail address (or to such e-mail address as the employee designates in writing to the Treasurer). It is mutually understood that a paper check may still be occasionally needed and will be issued under extenuating circumstances.

J. Retirement Notification Incentive

An employee who, by not later than the Board's organizational meeting in January, gives written notice to the Treasurer that he/she will retire under S.T.R.S. effective at

the end of that school year, and who does in fact retire at the end of the year, will receive a lump-sum payment of \$500 (subject to applicable payroll withholdings), payable by the last regularly scheduled pay day in June.

K. Masters Plus Thirty (30) Stipend

The Board will pay a stipend in December in the gross amount of \$1250 to a full-time bargaining unit employee who is placed on the 15th vertical step (or above) on the salary schedule and who has earned thirty (30) or more graduate credit hours above and beyond the Masters degree. In the case of part-time employees, this stipend will be prorated.

L. Mentor Stipend

The Board will pay a \$2000.00 stipend to mentors who are trained by the Ohio Department of Education (ODE) and agree to fulfill the mentoring duties pursuant to ODE Resident Educator program requirements. If a mentor does not complete the entire mentorship he/she will be paid a prorated amount of \$750 for each of the first two (2) years completed, \$350 for the third year completed, and \$150 for the fourth year completed (or if no fourth year duties exist, then \$500 for the third and final year).

Mentors will be paid the appropriate stipend for each Resident Educator they mentor, but every effort will be made to assign only one (1) Resident Educator per mentor.

Independent of the above provisions, trained mentors may receive a \$250 stipend if assigned to mentor a teacher who is not subject to the ODE Resident Educator program (such as a veteran educator newly employed by the Board and exempt from the ODE's Resident Educator requirements).

Additionally, the Board may employ a lead mentor who will coordinate the Resident Educator Program for the District. The duties of this position shall include:

- Working with principals to select and assign mentors
- Serving as a resource for district mentors and Resident Educators
- Ensure ESC personnel have all the necessary information for reporting requirements
- Conduct a minimum of quarterly district meetings with mentors and Resident Educators in lieu of ESC-coordinated meetings
- Support mentors and Resident educators in completing RESA requirements

CREA and the Board recognize that the legislative or ODE policy may necessitate changes in the future to the duties and will work collaboratively to revise the duties of the lead mentor to ensure they accurately reflect the requirements of the program. The lead mentor will be supervised by the Superintendent and building principals. The position will be employed annually and automatically non-renewed on June 1 if no action has been taken to re-employ. The position will receive a supplemental contract with an annual stipend of \$2000.

M. Online Courses

A teacher assigned the responsibility of proctoring/grading online coursework will be provided with one (1) class period per week for each student in the course, if feasible. If one (1) class period per week is not feasible, the teacher can agree to grade online coursework outside of the regular school day at a rate of \$200 per student per course.

Teachers who are asked and agree to create an on-line course shall receive \$750 per course upon fulfillment of the obligation and course approval by the Administration. It is mutually understood that any such course and its content shall be the property of the Board.

ARTICLE XIV – C.R.E.A. PRIVILEGES

- A. C.R.E.A. shall have the exclusive right to the items enumerated in this Article.
- B. C.R.E.A. will have the right to use faculty lounge bulletin boards, e-mail, and mailboxes for C.R.E.A. business as long as it does not interfere with the orderly conduct of work as determined by the building principal.
- C. C.R.E.A. shall have the right to use school facilities according to school procedures as long as it does not interfere with previously scheduled events. C.R.E.A. shall be responsible for any custodial overtime associated with such use.
- D. The Superintendent shall authorize up to a combined total of eight (8) days per year to members elected to represent C.R.E.A. or chosen to serve on programs in any other capacity at C.R.E.A. meetings, conferences or conventions. C.R.E.A. can be granted an additional six (6) days for C.R.E.A. activities. C.R.E.A. will reimburse the Board for the cost of substitutes for the additional six (6) days.
- E. Within one week of hiring by the Board, the names, addresses, and phone numbers of new teachers will be provided to the C.R.E.A. President.

ARTICLE XV – BUILDING ADVISORY COMMITTEE

- A. For the purpose of improving communications within each building, a Building Advisory Committee will be established.
- B. The Committee's size is to be determined by the building principal except that it will be no smaller than three (3) members and no larger than seven (7) members.
- C. The building principal and a C.R.E.A. building representative are automatically members of the Committee, and the remaining members are to be elected by the building staff.
- D. Meetings will be held as called by the principal or a majority of Committee members.
- E. Meeting times will be determined by the building principal and the C.R.E.A. representative.

ARTICLE XVI – MANAGEMENT RIGHTS

- A. The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Ohio and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

ARTICLE XVII – ELIGIBILITY FOR CONTINUING CONTRACT STATUS

Teachers shall be eligible for continuing contract status in accordance with Ohio Revised Code Section 3319.11; provided, however, that a teacher shall neither be eligible for nor obtain a continuing contract by operation of law unless all requirements of Ohio Revised Code Section 3319.08 have been met and all required documents (i.e., teaching certificate, license, etc.) have been filed with the Superintendent by March 1st of the year in which the teacher's limited contract expires.

ARTICLE XVIII – REDUCTION IN FORCE

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

A. RIF

A RIF may occur for the following reasons:

- 1. Decrease in overall pupil enrollment from the previous school year and/or grade level in program area.
- 2. Suspension of schools or territorial changes.
- 3. Return to duty of a teacher from a leave of absence.
- 4. Curriculum changes.
- 5. Financial reasons.

B. Procedure

- 1. C.R.E.A. shall be notified of the extent of any staff reduction at such a time a decision is made by the Board, and shall be further notified as to which teacher(s) shall be suspended.

2. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.
3. If additional reductions are necessary, those teachers on limited contracts in an area of certification/licensure shall have their contracts suspended first. As required by Ohio Revised Code Section 3319.17, the Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. In the event that no limited contract employees in the area of certification/licensure remains and a further reduction is needed, teachers on continuing contracts shall then have their contracts suspended. For purposes of this Article, teachers with an overall rating of "Accomplished" or "Skilled" shall be considered to have comparable evaluations. Bargaining unit members with a rating of either "Developing" or "Ineffective" shall not be considered comparable to any other categorization of evaluations.
4. Recall shall be done in inverse order, subject to the requirement in Ohio revised Code Section 3319.17 that seniority shall not be the basis for recalling a teacher except when making a decision between teachers who have comparable evaluations. Continuing contracts with most seniority first, then limited contracts with the most seniority. Recall shall be to a position for which the individual is properly certified/licensed. No new employees may be hired until laid-off employee(s) have been offered the position and have rejected the offer, or until the laid-off employee is removed from the recall list as outlined below.

C. Seniority

1. For purposes of this Agreement, seniority shall be defined as the continuous number of years of service with the District. Part-time teachers' seniority shall be determined on a percentage basis. The percent shall be equal to the percent of the part-time employment. If two (2) or more individuals have equal seniority, the following shall apply:
 - a. The date of the Board meeting at which the teacher was hired, then by
 - b. The date on which the employee submitted a completed job application, then by
 - c. Total S.T.R.S. service credits.
2. The Superintendent shall provide the C.R.E.A. President with a seniority list by September 1 of each school year. The seniority list shall be made up for each area of certification/licensure with certified/licensed personnel placed on all lists for which they are certified/licensed.

D. Rights While On Suspension

1. If recalled, the individual shall have the right to return to the same seniority level and total sick leave accumulation.
2. The employee shall have the right to all insurance benefits for a period of thirty-

six (36) months providing the employee meets the eligibility requirements set forth by the carrier. The employee must pay the full cost of the premium fifteen (15) days prior to the due date.

E. Recall Rights

1. Employees who are suspended shall be retained on the recall list for twenty-four (24) months.
2. An employee may be removed from the recall list if he/she:
 - a. Waives his/her recall rights in writing.
 - b. Resigns.
 - c. Fails to accept recall to a position for which he/she is certified/licensed within five (5) days of notification.
 - d. Fails to report to work within ten (10) working days after receipt of the notice of recall unless sick or injured.
3. The individual affected by a staff reduction shall be responsible for keeping an updated address and telephone number on file in the Superintendent's office.
4. All recall notice and acceptance notes shall be mailed by certified mail with knowledge of receipt provided to the Superintendent or by hand delivery.

ARTICLE XIX - EMPLOYMENT OF RETIREES

- A. This Article governs the terms and conditions of employment of any S.T.R.S. or other retiree whom the Board may regularly employ in a position that falls within the bargaining unit described in Article I, Section A of this Agreement. It is mutually understood that there is no guarantee of employment for any retiree and that the Administration will consider such employment only under extraordinary circumstances where qualified available candidates for a position are in short supply or deemed unsuitable. Except as otherwise specified below, any regularly employed retiree will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For placement purposes on the teachers' salary schedule, the employee will receive horizontal credit in accordance with the normal rules and three (3) years of vertical credit. If subsequently reemployed, this salary schedule placement will be maintained.
 2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded another one-year limited contract. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 3. The employee's limited contract awarded under Paragraph 2 above will

automatically nonrenew as of the end of the school year without the necessity of Board action or notice. The procedures appearing in Ohio Revised Code Section 3319.11 do not apply to such nonrenewal. The nonrenewal may not be challenged under Article III of this Agreement or otherwise challenged.

4. Upon employment, the employee will be credited with zero (0) years of seniority and thereafter will not accumulate seniority for any purpose under this Agreement.
 5. Upon employment, the employee will be credited with zero (0) days of sick leave. Thereafter, the employee will receive sick leave in accordance with Article IX, Section C of this Agreement except that in no event will the employee accrue more than a maximum of fifteen (15) days.
 6. The employee is not eligible to participate in insurance fringe benefits offered under Article XII of this Agreement, unless S.T.R.S. precludes the employee from participating in medical insurance benefits offered through S.T.R.S. If S.T.R.S. precludes the employee from participating in S.T.R.S. provided medical insurance, the employee may elect to participate in medical insurance benefits offered by the Board under Article XII.
 7. The employee will in no event qualify for severance pay under Article X, tuition reimbursement under Article XI, Section B, a personal leave incentive under Article XIII, Section D, or a National Board Certification stipend under Article XIII, Section E of this Agreement.
- B. The provisions of this Article prevail over any inconsistent terms that may appear elsewhere in this Agreement or in the Ohio Revised Code. It is mutually recognized that the requirements of Ohio Revised Code Section 3307.353 are not affected by this Article.

ARTICLE XX – PERSONNEL FILES

- A. Each employee shall have only one (1) personnel file, which shall be maintained in the Superintendent's office.
- B. No material derogatory to an employee's conduct, service or personality shall be placed in his/her official file unless the employee has had an opportunity to review the material. The employee will acknowledge that he/she had the opportunity to review such material by affixing his/her signature to the material with the understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign shall be noted, but not preclude placing it in the file. The employee shall have the right to submit a written response to such material, and the response shall be attached to the material in question.
- C. The employee shall have the right, within a reasonable time and upon request to the Superintendent, to review and obtain one (1) copy of the material in the file excluding confidential pre-employment information, ratings, reports or records which were obtained prior to the employment of the employee involved.

In addition to the employee, the Superintendent, immediate supervisor or other administrators who have justifiable employment reason shall be given access to the file. A log shall be kept of person(s) who have examined the file and the date of such examinations. This does not prohibit access to an individual's file by the public as cited in Ohio Revised Code Section 149.43. If a person other than the teacher, the Superintendent, immediate supervisor or other administrators who have justifiable employment reason, request to have access to a teacher's file, the teacher shall be notified of the request. The teacher will also be granted the ability to be present when the above request is fulfilled.

- D. Records shall not be removed from the office of the Board.
- E. Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement. No material shall be placed in a personnel file without the teacher receiving a copy.
- F. Reprimands and disciplinary material placed in the employee's file, per Section B. of this Article, will be removed two (2) years after being placed in the file if requested by the employee.
- G. The provisions of this Article do not limit the rights accorded to a teacher under Ohio Revised Code Chapters 1347 and 4117.
- H. Only the procedural aspects of this Article (not the substantive content) shall be subject to the grievance procedure.

ARTICLE XXI – NO STRIKE AGREEMENT

For the duration of this Agreement, neither C.R.E.A., its agents, nor the employees represented by C.R.E.A. shall engage in any strike, slowdown or withholding of services designed to interfere with the normal operations of the District.

ARTICLE XXII – COMPLETE AGREEMENT


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

As required by Ohio Revised Code Section 3302.10(P), the provisions of Section 3302.10 are incorporated by reference as part of this Agreement.

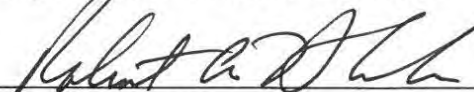
Except as otherwise specifically provided in this Agreement, the Board has the sole and exclusive right to make all decisions relevant to the conduct and management of the District as prescribed by law.

ARTICLE XXIII – DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2017 through June 30, 2020.




President
Cory-Rawson Board of Education



Superintendent
Cory-Rawson Local Schools

10/6/17

Date



President
Cory-Rawson Education Association



Vice President
Cory-Rawson Education Association

10/6/17

Date

Appendix A-Salary Schedules
Cory-Rawson Schools 17-18 Salary Schedule
Base \$31,087

<u>Years</u>	<u>BA</u>	<u>Factor</u>	<u>BA+30</u> <u>or 150 hrs</u>	<u>Factor</u>	<u>MA</u>	<u>Factor</u>	<u>MA + 15</u>	<u>Factor</u>
0	\$31,087	1.000	\$32,486	1.045	\$34,196	1.100	\$35,128	1.130
1	\$32,330	1.040	\$33,885	1.090	\$35,750	1.150	\$36,994	1.190
2	\$33,574	1.080	\$35,284	1.135	\$37,304	1.200	\$38,859	1.250
3	\$34,817	1.120	\$36,683	1.180	\$38,859	1.250	\$40,724	1.310
4	\$36,061	1.160	\$38,082	1.225	\$40,413	1.300	\$42,589	1.370
5	\$37,304	1.200	\$39,480	1.270	\$41,967	1.350	\$44,454	1.430
6	\$38,548	1.240	\$40,879	1.315	\$43,522	1.400	\$46,320	1.490
7	\$39,791	1.280	\$42,278	1.360	\$45,076	1.450	\$48,185	1.550
8	\$41,035	1.320	\$43,677	1.405	\$46,631	1.500	\$50,050	1.610
9	\$42,278	1.360	\$45,076	1.450	\$48,185	1.550	\$51,915	1.670
10	\$43,522	1.400	\$46,475	1.495	\$49,739	1.600	\$53,781	1.730
11	\$44,765	1.440	\$47,874	1.540	\$51,294	1.650	\$55,646	1.790
12	\$46,009	1.480	\$49,273	1.585	\$52,848	1.700	\$57,511	1.850
13	\$47,252	1.520	\$50,672	1.630	\$54,402	1.750	\$59,376	1.910
14	\$48,496	1.560	\$52,071	1.675	\$55,957	1.800	\$61,241	1.970
15	\$49,739	1.600	\$53,470	1.720	\$57,511	1.850	\$63,107	2.030
16	\$50,983	1.640	\$54,869	1.765	\$59,065	1.900	\$64,972	2.090
17	\$51,604	1.660	\$55,584	1.788	\$59,842	1.925	\$65,904	2.120
20	\$52,226	1.680	\$56,267	1.810	\$60,620	1.950	\$66,837	2.150
23	\$52,848	1.700	\$56,982	1.833	\$61,397	1.975	\$67,770	2.180
26	\$53,470	1.720	\$57,666	1.855	\$62,174	2.000	\$68,702	2.210
29	\$54,091	1.740	\$58,381	1.878	\$62,951	2.025	\$69,635	2.240

Special Education
Library
HS Guidance

Additional 3% of base
Extended time - 5 days
Additional 25% of salary (263 extended hours). If the incumbent counselor leaves, then the new counselor will be provided 150 extended hours paid at the employee's daily rate. This provision may be adjusted up or down by mutual agreement between the counselor and the Superintendent. Hours can be logged for all authorized work performed outside of the scheduled school day.

Home Economics
Vocational Agriculture

Additional 1/18
Extended time granted on basis of one (1) day per student (unduplicated student count) up to a maximum of 45 days. Student count is the number of students enrolled in Vocational Agriculture classes as of September 12th each school year.

Split Class
Transitional Class
Elementary Guidance

Additional 3% of base
Additional 3% of base
Additional 8% of salary (includes 6 extended services days per year)

Appendix A-Salary Schedules
Cory-Rawson Schools 18-19 Certified Salary Schedule
Base \$31,864

<u>Years</u>	<u>BA</u>	<u>Factor</u>	<u>BA+30 or 150 hrs</u>	<u>Factor</u>	<u>MA</u>	<u>Factor</u>	<u>MA + 15</u>	<u>Factor</u>
0	\$31,864	1.000	\$33,298	1.045	\$35,050	1.100	\$36,006	1.130
1	\$33,139	1.040	\$34,732	1.090	\$36,644	1.150	\$37,918	1.190
2	\$34,413	1.080	\$36,166	1.135	\$38,237	1.200	\$39,830	1.250
3	\$35,688	1.120	\$37,600	1.180	\$39,830	1.250	\$41,742	1.310
4	\$36,962	1.160	\$39,033	1.225	\$41,423	1.300	\$43,654	1.370
5	\$38,237	1.200	\$40,467	1.270	\$43,016	1.350	\$45,566	1.430
6	\$39,511	1.240	\$41,901	1.315	\$44,610	1.400	\$47,477	1.490
7	\$40,786	1.280	\$43,335	1.360	\$46,203	1.450	\$49,389	1.550
8	\$42,060	1.320	\$44,769	1.405	\$47,796	1.500	\$51,301	1.610
9	\$43,335	1.360	\$46,203	1.450	\$49,389	1.550	\$53,213	1.670
10	\$44,610	1.400	\$47,637	1.495	\$50,982	1.600	\$55,125	1.730
11	\$45,884	1.440	\$49,071	1.540	\$52,576	1.650	\$57,037	1.790
12	\$47,159	1.480	\$50,504	1.585	\$54,169	1.700	\$58,948	1.850
13	\$48,433	1.520	\$51,938	1.630	\$55,762	1.750	\$60,860	1.910
14	\$49,708	1.560	\$53,372	1.675	\$57,355	1.800	\$62,772	1.970
15	\$50,982	1.600	\$54,806	1.720	\$58,948	1.850	\$64,684	2.030
16	\$52,257	1.640	\$56,240	1.765	\$60,542	1.900	\$66,596	2.090
17	\$52,894	1.660	\$56,973	1.788	\$61,338	1.925	\$67,552	2.120
20	\$53,532	1.680	\$57,674	1.810	\$62,135	1.950	\$68,508	2.150
23	\$54,169	1.700	\$58,407	1.833	\$62,931	1.975	\$69,464	2.180
26	\$54,806	1.720	\$59,108	1.855	\$63,728	2.000	\$70,419	2.210
29	\$55,443	1.740	\$59,841	1.878	\$64,525	2.025	\$71,375	2.240

Special Education
Library
HS Guidance

Additional 3% of base
Extended time - 5 days
Additional 25% of salary (263 extended hours). If the incumbent counselor leaves, then the new counselor will be provided 150 extended hours paid at the employee's daily rate. This provision may be adjusted up or down by mutual agreement between the counselor and the Superintendent. Hours can be logged for all authorized work performed outside of the scheduled school day.

Home Economics
Vocational Agriculture

Additional 1/18
Extended time granted on basis of one (1) day per student (unduplicated student count) up to a maximum of 45 days. Student count is the number of students enrolled in Vocational Agriculture classes as of September 12th each school year.

Split Class
Transitional Class
Elementary Guidance

Additional 3% of base
Additional 3% of base
Additional 8% of salary (includes 6 extended services days per year)

Cory-Rawson Schools 19-20 Certified Salary Schedule
Base \$32,820

<u>Years</u>	<u>BA</u>	<u>Factor</u>	<u>BA+30</u> <u>or 150 hrs</u>	<u>Factor</u>	<u>MA</u>	<u>Factor</u>	<u>MA + 15</u>	<u>Factor</u>
0	\$32,820	1.000	\$34,297	1.045	\$36,102	1.100	\$37,087	1.130
1	\$34,133	1.040	\$35,774	1.090	\$37,743	1.150	\$39,056	1.190
2	\$35,446	1.080	\$37,251	1.135	\$39,384	1.200	\$41,025	1.250
3	\$36,758	1.120	\$38,728	1.180	\$41,025	1.250	\$42,994	1.310
4	\$38,071	1.160	\$40,205	1.225	\$42,666	1.300	\$44,963	1.370
5	\$39,384	1.200	\$41,681	1.270	\$44,307	1.350	\$46,933	1.430
6	\$40,697	1.240	\$43,158	1.315	\$45,948	1.400	\$48,902	1.490
7	\$42,010	1.280	\$44,635	1.360	\$47,589	1.450	\$50,871	1.550
8	\$43,322	1.320	\$46,112	1.405	\$49,230	1.500	\$52,840	1.610
9	\$44,635	1.360	\$47,589	1.450	\$50,871	1.550	\$54,809	1.670
10	\$45,948	1.400	\$49,066	1.495	\$52,512	1.600	\$56,779	1.730
11	\$47,261	1.440	\$50,543	1.540	\$54,153	1.650	\$58,748	1.790
12	\$48,574	1.480	\$52,020	1.585	\$55,794	1.700	\$60,717	1.850
13	\$49,886	1.520	\$53,497	1.630	\$57,435	1.750	\$62,686	1.910
14	\$51,199	1.560	\$54,974	1.675	\$59,076	1.800	\$64,655	1.970
15	\$52,512	1.600	\$56,450	1.720	\$60,717	1.850	\$66,625	2.030
16	\$53,825	1.640	\$57,927	1.765	\$62,358	1.900	\$68,594	2.090
17	\$54,481	1.660	\$58,682	1.788	\$63,179	1.925	\$69,578	2.120
20	\$55,138	1.680	\$59,404	1.810	\$63,999	1.950	\$70,563	2.150
23	\$55,794	1.700	\$60,159	1.833	\$64,820	1.975	\$71,548	2.180
26	\$56,450	1.720	\$60,881	1.855	\$65,640	2.000	\$72,532	2.210
29	\$57,107	1.740	\$61,636	1.878	\$66,461	2.025	\$73,517	2.240

Special Education
Library
HS Guidance

Additional 3% of base
Extended time - 5 days
Additional 25% of salary (263 extended hours). If the incumbent counselor leaves, then the new counselor will be provided 150 extended hours paid at the employee's daily rate. This provision may be adjusted up or down by mutual agreement between the counselor and the Superintendent. Hours can be logged for all authorized work performed outside of the scheduled school day.

Home Economics
Vocational Agriculture

Additional 1/18
Extended time granted on basis of one (1) day per student (unduplicated student count) up to a maximum of 45 days. Student count is the number of students enrolled in Vocational Agriculture classes as of September 12th each school year.

Split Class
Transitional Class
Elementary Guidance

Additional 3% of base
Additional 3% of base
Additional 8% of salary (includes 6 extended services days per year)

Appendix B

Extra-Curricular Salary Schedule

The percent shown below will be applied to the experience level of each individual for that activity on the B.A. column of the Certified Salary Schedule.

Athletic Director (1)	18%
Assistant Athletic Director (1)	10%
Head Football (1)	16%
1st Assistant - Football (1)	11%
Asst./Fr./Jr. Hi - Football (5)	8%
Head Volleyball (1)	11%
Assistant/JV Volleyball (1)	6%
Reserve/Freshman Volleyball (1)	4.5%
Jr. Hi Volleyball (2)	4%
Golf (1)	5%
Boys' Head Soccer (1)	9%
Boys' Asst. Soccer (1)	5%
Girls' Head Soccer (1)	9%
Girls' Asst. Soccer (1)	5%
Boys' Head Basketball (1)	16%
Boys' Assistant/JV Basketball (1)	10%
Boys' Reserve/Freshman Basketball (1)	8%
Boys' Jr. Hi Basketball (2)	6%
Girls' Head Basketball (1)	16%
Girls' Assistant/JV Basketball (1)	10%
Girls' Reserve/Freshman Basketball (1)	8%
Girls' Jr. Hi Basketball (2)	6%
Jr. Hi B Volleyball Coach (1)	3%
Girls' Jr Hi B Basketball Coach (1)	3%
Boys' Jr Hi B Basketball Coach (1)	3%
Head Wrestling (1)	12%
Assistant Wrestling (1)	8%
Jr. Hi Wrestling (1)	4%
Boys' Head Track (1)	10%
Boys' Assistant Track (1)	5%
Boys' Jr. Hi Track (1)	4%
Girls' Head Track (1)	10%
Girls' Assistant Track (1)	5%
Girls' Jr. Hi Track (1)	4%
Cross Country (1)	6%
Jr. Hi Cross Country (1)	3%

Head Baseball (1)	10%
Assistant Baseball (1)	5%
Head Softball (1)	10%
Assistant Softball (1)	5%
Cheerleading (1)	9%
Assistant Cheerleading (1)	4%
Competition Cheerleading (1)	3%
Marching Band Assistant (1)	3%
Vocal Music Director (1)	3%
Show Choir (1)	5%
Asst Vocal Music Dir.-Show Choir (1)	3%
Show Choir Choreographer (1)	4%
Instr. Music Dir. (incl. Summer) (1)	16%
High School Drama (1)	3%
Assistant High School Drama (1)	2%
District AV Director (1)	4%
7-12 Student Council (1)	5%
7-12 Honor Society (1)	4%
High School Musical (1)	4%
Assistant High School Musical (1)	3%
Orchestra Director for Musical (1)	2%
Elementary Musical Production (1)	2%
Tech. Dir. for HS Musical/Drama (1)	2%
Yearbook (1)	9%
Senior Class (1)	1%
Junior Class (1) / Prom Advisor	4%
Athletic Inventory (1)	\$10/Hr
Weight Training Supervisor (3)	2%
High School Quiz Bowl (1)	3%
Jr. Hi Quiz Bowl (1)	2%
High School Newspaper (1)	3.5%
Project HAPPY (1)	1%
Flag Corps Advisor (1)	2%
Art Club Advisor (1)	3%
Additional Individual M.S. Guidance (2) (Two periods per week or otherwise prorated)	4%

Procedures:

1. A Cory-Rawson Head Coach with prior Head Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of seven (7) years.
2. A Cory-Rawson Assistant Coach with prior Assistant Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of five (5) years.
3. A Cory-Rawson Head Coach with prior Assistant Coach experience in the same sport in another school district will receive credit for one-half (1/2) of such years of prior coaching experience up to a maximum of seven (7) years.
4. A Cory-Rawson Head Coach with prior Assistant Coach experience in the same sport in Cory-Rawson will receive credit for one-half (1/2) of such years of prior coaching experience.
5. A Cory-Rawson Assistant Coach with prior Head Coach experience in the same sport in another school district will receive credit for such years of prior coaching experience up to a maximum of five (5) years.
6. A Cory-Rawson Assistant Coach with prior Head Coach experience in the same sport in Cory-Rawson will receive credit for all such years of prior coaching experience.
7. The above provisions apply to any person with no Cory-Rawson coaching experience in the particular sport prior to the 2005-06 school year. A person with Cory-Rawson coaching experience in the sport prior to the 2005-06 school year will continue to receive experience credit in accordance with the procedures prevailing prior to the effective date of this Agreement.
8. In the event a person has prior coaching experience in a sport that is not precisely the same sport for which he/she is currently awarded a coaching position but is substantially similar (for example, softball and baseball), or if the person is employed in Cory-Rawson under a non-coaching supplemental contract and has prior experience in the same or substantially similar supplemental activity in another school district, the issue of what, if any, experience credit applies will be referred for resolution to the Labor Management Committee identified in Article V, Section I of this Agreement.
9. The high school teachers who are homeroom teachers (Jr. & Sr. level) will be paid equal percentage amounts for the work done on that supplemental.
10. Alternative for head boys' and girls' track: Head Track (1) – 13%, 1st Asst. Track (1) – 7%.
11. Whenever a varsity head coach shall be employed as the head athletic director there will be a shift of some duties (to be decided amongst the athletic director, assistant athletic director, high school principal, and Superintendent) to the assistant athletic director. At the time of the decision, on which duties shall be shifted to the assistant athletic director, there will also be a corresponding shift in pay accomplished through combination of the athletic director and assistant athletic director pays and subsequent revision to pays that are commensurate with the duties - not unlike any other sport that has combined and shifted percentages (e.g., 18% + 10% = 28% which can then be split 16/12, 15/13, etc.).

MEMORANDUM OF UNDERSTANDING (RENEWED)


This Memorandum of Understanding is entered into by and between the Cory-Rawson Local School District Board of Education (the Board) and the Cory-Rawson Education Association (CREA) for the purpose of providing a leave pool for use, when necessary, by District employees in the bargaining unit represented by CREA. The parties now agree as follows:

- A. From time to time, due to a catastrophic personal injury or serious long-term physical illness of a bargaining unit employee or a member of the employee's immediate family, the situation may present itself where the staff member has exhausted all of his or her available paid leave. In such a time of critical need, a leave pool would allow other bargaining unit employees to voluntarily provide a measure of economic assistance to their affected coworker in accordance with the following terms. For purposes of this Memorandum, "immediate family" means the affected employee's spouse, child or parent; the word "child" includes a step-child if, but only if, the employee was substantially involved in raising the step-child during childhood, and the word "parent" includes a step-parent if, but only if, the step-parent was substantially involved in raising the employee during childhood.
 1. An employee may receive donated leave days if he or she meets all of the following conditions:
 - a. The employee or a member of the employee's immediate family has experienced a catastrophic personal injury or serious long-term physical illness and submitted a physician's statement verifying the critical need for leave. Typical periods of temporary disability that accompany a normal pregnancy or childbirth do not make one eligible under this provision; however, an extraordinary medical complication arising from a pregnancy or childbirth can make one eligible.
 - b. The employee has exhausted all sick leave and personal leave.
 - c. The employee has exhausted all sick leave advanced by the Board in accordance with Article IX, Section C of the parties' 2017-20 collective bargaining agreement (the 2017-20 Agreement).
 - d. The employee has not qualified for long-term disability or worker's compensation.
 - e. The employee is considered in active pay status.
 - f. The employee's need for leave does not involve recuperation from a surgery or other procedure that reasonably could have been scheduled to take place during school vacation periods.
 - g. The employee's sick leave has not been depleted by repeated incidents of intermittent sick leave use which were otherwise unrelated to the catastrophic or long-term situation.
 - h. The employee submits the leave pool request form to the CREA President.
 2. Participating employees may donate to the leave pool according to the following guidelines:
 - a. Employees may donate a portion or all of his or her personal leave days to the pool in half or whole day increments.
 - b. The pool shall carry over its balance from year-to-year, but shall be capped at one-hundred (100) days. Should this MOU not be bargained into a successor agreement the donated personal days shall be converted into a cash benefit and returned to the original donator within ninety (90) days following the approval of the successor agreement.
 - c. Except as noted above, all donations are final; days cannot be returned to the employee after being donated.
 - d. Employees shall submit their donation(s) to the CREA President by September 5, January 5, and/or May 5 of each school year.

- B. No employee shall be coerced or encouraged to participate in this program. However, school officials or CREA may, with the permission of the affected employee, inform employees of their coworker's critical need for additional leave.
- C. Employees using donated leave shall continue to accrue leave and other benefits to which they would otherwise be entitled. Any leave accrued by an employee shall be used by the employee before additional days from the leave pool will be granted. Donated personal leave days shall be considered as sick leave and will never be converted into a cash benefit (except, and only for exception noted in #2b). Use of leave from the leave pool must conform to the terms of the parties' 2017-20 Agreement regarding sick leave usage.
- D. The Board agrees to make a one-time donation of five (5) days toward establishment of the leave pool. A committee appointed by the CREA agrees to be responsible for administering this program. However, the District Superintendent and Treasurer will maintain oversight of the program with authority to deny a request that, in their reasonable judgment, conflicts with the spirit of the program. The CREA President will submit all donation forms to the District Treasurer on September 10, January 10, and/or May 10. The CREA President will also be responsible for notifying the District Treasurer at least five (5) work days in advance of all committee-approved requests to draw days from the leave pool.
- E. This Memorandum of Understanding will automatically expire upon the expiration of the parties' 2017-20 Agreement.

FOR THE BOARD

 10/6/17
Board President Date

 10/6/17
Superintendent Date

FOR CREA

 10/6/17
CREA President Date

 10/6/17
CREA Vice-President Date