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MASTER AGREEMENT

BETWEEN THE

COSHOCTON CITY EDUCATION ASSOCIATION/OEA/NEA

AND THE

COSHOCTON CITY BOARD OF EDUCATION

September 1, 2018 to June 30, 2021

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ARTICLE 1 PROFESSIONAL AGREEMENT

SECTION I: RECOGNITION

The Coshocton City Board of Education, hereinafter "Employer" or "Board" hereby recognizes the Coshocton City Education Association OEA/NEA-Local, hereinafter the "Association"/"Union" as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board). The Union recognizes that the Superintendent, Assistant Superintendent, Principals and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The employer recognizes that the Union representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

The Association recognizes the Board as the duly elected body charged by law with the authority and responsibility to establish the education and other policies of the school district and retains unto itself all the legal authority vested in it by law except to the extent that authority is specifically limited by a specific provision of this contract.

Recognition of the Union shall continue in full force and effect until such time as a challenging employee organization is successful in gaining exclusive representative status in strict adherence to the provisions of Ohio Revised Code 4117.05 and 4117.07.

Definitions:

- 1. <u>Coshocton City Board of Education</u> hereinafter the Coshocton City Board of Education shall be referred to as the Board.
- 2. <u>Coshocton City Education Association</u> hereinafter the Coshocton City Education Association shall be referred to as the Association.

SECTION II: NEGOTIATIONS PROCEDURES

A. <u>Directing Requests</u>

Requests in writing for commencing negotiations meetings from the Association shall be made directly to the Superintendent and the Board. Requests by the Board will be made to the President of the Association.

Negotiations shall begin no later than ninety (90) days prior to the expiration of the contract. Either the Association or the Board may initiate negotiations in keeping with provisions in this Contract. The Association and/or the Board of Education's request shall include:

- 1. A list of the specific items for negotiations.
- 2. The names, addresses and telephone numbers of the members of the negotiating team.
- 3. The spokesperson of the negotiating team.

Upon receiving such request, the Board and/or Association shall respond by providing to the initiating party the same information listed above in numbers 1 through 3 in this Section II, A.

B. Meetings

- 1. Within fifteen (15) days after receipt of a request to negotiate, the parties shall arrange for a mutually agreed upon date to commence negotiations.
- 2. Negotiation meetings shall be closed to the public.
- 3. Negotiation meetings shall be held in the Board office at 1207 Cambridge Road or another location by mutual agreement.
- 4. Negotiation sessions shall be scheduled at mutually agreed upon times with minimal interference to the school day.
- 5. Meetings shall be held for no longer than two (2) hours unless an extension is mutually agreed upon.

C. Scope of Negotiation

Representatives will negotiate in an effort to reach agreement with respect to all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the contract.

D. <u>Negotiations Team</u>

Each party may have up to five (5) negotiations representatives. Neither party in any negotiations shall have any control over the election of the negotiation representatives of the other party.

E. Use of Consultants

One consultant and/or one observer for each party may attend the negotiation sessions at the expense of the inviting party.

F. Power of Authority

While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiation.

G. Caucus

The spokesperson of either group may recess his/her group for independent caucus at any time. Each caucus will not exceed sixty (60) minutes, unless mutually agreed upon.

H. News Release

While negotiations are in process neither party will make any news release prior to Disagreement. Thereafter any release prepared shall have a copy given to the other party.

I. <u>Interim Reports</u>

Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.

J. Censor

No reprisals of any kind will be taken by the Board or Association against any person because of his/her participation in the negotiations procedure.

K. <u>Information Exchange</u>

Both parties agree to provide to the other requested information. At any time prior to and during

negotiations, either party may request from the other such information as necessary to develop full and complete negotiations proposals. Such information shall be provided within ten (10) working days.

L. Agreements

After both negotiation teams have reached tentative agreement on all items, the Association shall then have ten (10) days to ratify the agreement. The Board, after receiving written evidence of the Association's ratification shall act upon the agreement as soon as possible, and not later than the next regular meeting of the Board.

M. <u>Disagreement</u>

Thirty (30) days prior to the expiration date of this Agreement, the parties will notify the Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(c) of the Ohio Revised Code.

N. Right of Choice

Both parties, the Board and the Association, have the right to choose the Negotiation Format. If both sides mutually agree to use a different format such as Interest Based Bargaining or any other agreed upon format, any item(s) A through M under Section II, Negotiations Procedures of Article I may be modified, amended, or excluded to the agreement of both sides. If the chosen negotiating format fails to reach final contract agreement, then the negotiating procedure will revert to the guidelines as established in this contract under Section II: Negotiations Procedures of Article I, Items A-M.

ARTICLE 2 GRIEVANCE PROCEDURE

SECTION I: PURPOSE AND OBJECTIVES

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

SECTION II: DEFINITION

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

SECTION III: GENERAL PROVISIONS

- A. An individual grievance shall be initiated by the teacher so aggrieved. Should a teacher not wish to grieve an alleged violation, that shall not prohibit another teacher from grieving a like issue in the future.
- B. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers in a like manner. The Association may grieve an alleged violation of any right granted the Association in the master agreement.
- C. A grievance that advances beyond the informal step shall be reduced to writing and include: (a) the alleged violation; (b) relief sought; (c) date of initiating procedure.

- D. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure. No grievance shall be submitted to arbitration without the consent of the Association.
- E. Counsel of choice may be used by all or any party involved in the grievance procedure through Level IV. Once the grievance is submitted to arbitration, the Association shall select counsel to be involved. No adjustments to a grievance at any level shall be contrary to the collective bargaining agreement. The Association must be notified of any grievance filed and has the right to be present at any level at which the grievance could be adjusted.
- F. Time limits given shall be considered as maximum, unless otherwise extended by mutual agreement by the parties involved.
- G. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- H. Failure of the administration to respond in the time limit stated shall mean the grievance goes to the next level. (Except in situations of an emergency nature, the stated time limits may be extended by mutual consent).
- I. A grievance may be initiated at Level III when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control (See Section IV: Procedure).
- J. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
- K. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- L. A teacher shall have the option of pursuing a contract violation through the grievance procedure or may utilize an alternative legal option for pursuing the alleged contract violation. However, it is understood that the teacher may challenge the alleged contract violation in only one legal form.
- M. A day shall be defined as a day on which the Board office is open for business.
- N. No reprisal shall be made against any party involved in the use of this grievance procedure.
- O. A grievance may be withdrawn at any level without prejudice or record.
- P. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.

SECTION IV: PROCEDURE3

Level I - Informal

A grievance should be discussed informally with the grievant's immediate supervisor or principal. Other administrators who have knowledge of the matter may be invited to the discussion.

Level II - Administration

A copy of the written grievance shall be submitted within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the receipt of the written

grievance by the immediate supervisor or principal. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at the meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the conclusion of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and resolution of the grievance.

Level III - Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

A meeting date shall be mutually agreed upon between the aggrieved and the Superintendent within five (5) days of the written request. The meeting shall be conducted in a manner as stated in Level II.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and resolution of the grievance.

Level IV - Board of Education

If the aggrieved is not satisfied with the suggestion for resolution received in Level III, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Board of Education and request a meeting to discuss the grievance. The meeting date shall be set within five (5) days of the request, not to exceed the next regular meeting date. The meeting shall be conducted in executive session in a manner as stated in Level II. Within five (5) days of the meeting, the Board shall provide the aggrieved with a written response stating their position and resolution of the grievance. The Board President and the Association President may waive Level IV by written mutual consent executed within the time limits for setting the meeting date. The grievant may then advance the grievance to Level V - Arbitration.

Level V - Arbitration

If the grievant is not satisfied with the Board of Education's decision, he/she shall be allowed ten (10) days to file a written appeal with the Board. Arrangements shall be made between the Board and the Association to select an arbitrator within ten (10) days of receipt of the appeal. The Arbitrator shall be selected using the Voluntary Labor Arbitration rules of the American Arbitration Association.

Meetings shall be in private.

When possible, meetings shall not be held during school hours or times which interfere with the teachers' professional and contractual duties. If held during the work day, Article 13 shall govern released time.

Final resolution shall be rendered in writing as soon as possible by the Arbitrator and that decision shall be binding to both the Board and the grievant.

The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law. He/she shall not imply obligations and conditions binding upon the parties from this Agreement except as set forth herein. The Arbitrator may rule on procedure related to teacher evaluation but shall not substitute his/her judgment for that of the evaluation. The powers of the Arbitrator related to transfer and assignment of any teacher shall be limited to ruling on questions of procedure.

In the event that a case is submitted to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The cost of the Arbitrator shall be shared equally by both parties.

ARTICLE 3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The President of the Association or his/her designees shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the Superintendent and shall not conflict with their normal professional and contractual duties. The President and/or designee shall observe all policies and procedures of the Board and the Ohio Revised Code.
- B. The Association shall assist in the social orientation of new teachers to the system. The Association shall address the new teachers during the 1½ hour luncheon period. In return, the Board shall furnish the names and addresses of new teachers no later than two (2) weeks prior to the opening of school. Such information shall be only for the use of the Association.

Any bargaining unit members hired after the start of the school year shall be provided an in-person meeting with the Association within fifteen (15) working days of the date of hire. Arrangements shall be made with the appropriate administrators.

The District shall provide the following bargaining unit member information, in an electronic format compatible with Microsoft Excel, to the Association President no later than September 30, January 30, and June 30 of each school year or upon request.

- Name
- Home address
- All phone numbers provided to the District
- Work email address
- Work site
- Grade level and/or assignment
- Date of hire
- Full time equivalent (FTE) status
- Employment Status (e.g. limited contact, continuing contract)
- Type of Credential (e.g. provisional, professional, permanent)
- An indication of whether the bargaining unit member is participating in payroll deduction of Association dues
- C. The Association shall be provided bulletin board space in the teachers' lounge in each school for the posting of notices and other materials relating to Association activities. All Association notices and materials shall be confined to the bulletin board. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board.
- D. The Association Building Representative or his/her designee may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use, and prior arrangements have been made with the building principal. The Association will pay for materials, supplies used and any damages to equipment.
- E. The Association shall be provided a place on the agenda to address the Board at regular school board meetings during the public participation period and will be granted extensions of the time limits if requested.
- F. The Association may use the inter-school mail services so long as this service does not interfere with school business. The envelopes shall not exceed in size 10" x 13".

G. The Association will be provided with five (5) minutes at the beginning of the first Inservice Day to commute information to the Association members. In addition, the Association will have the right to call a meeting at the conclusion of the morning session during the 1 ½ hour lunch period.

The Association may request to the appropriate administrator time at each staff meeting at both the building and district levels to make announcements, not to exceed five (5) minutes.

H. The Association may use a school building for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.

Arrangements shall be made with the Superintendent.

Building use shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

No fees will be charged for such use unless custodial overtime or damage is incurred as a part of facility use.

Attendance at such meetings shall not interfere with the performance of the teacher's professional and contractual duties.

- I. The District Policy Books will be available on the district website. Notification of changes to Policy Books will be sent within five (5) working days of processing completion by policy provider to those as follows:
 - 1. The Association President
 - 2. As deemed necessary by the Board

In accordance with the ruling of the Supreme Court of the United States of America, June 27, 2018, Fair Share Fee has been declared to be unconstitutional and therefore unenforceable.

Should the Legislative Branch of the United State Government determine that Fair Share Fee is a viable option, Article 3, J, Fair Share Fee from the 2015-2018 Negotiated Agreement shall immediately be reinstated to the current Negotiated Agreement between the Coshocton City Board of Education and the Coshocton City Education Association and any needed changes due to differences in law be negotiated within sixty (60) calendar days.

J. <u>Association and Administration Meetings</u>

At the request of the teachers and/or the principal, the principal shall meet once a month while school is in session with up to two association building representatives to discuss matters of concern. The dates of these meetings shall be established in consultation between the principal and the building representatives. At the request of the Association President and/or the Superintendent, the Association President and the Superintendent or their designees shall meet monthly to discuss matters of concern. The time and place shall be mutually agreed upon. Each party shall present the other with a list of issues of concern at least one week prior to the meeting.

K. <u>Association Membership</u>

Association membership is annual with the membership year being September 1 through August 31. Once a member enrolls such membership shall be continuous thereafter for each subsequent membership year unless the individual cancels their membership.

Any individual who wishes to cancel their membership must notify the Association Treasurer, with a copy to the Association President, in writing between August 1 and August 31. A member may cancel their membership outside of the aforementioned cancellation period but shall be responsible for all remaining dues and assessments of the current membership year and by such cancellation acknowledges that he/she is forgoing any rights specifically reserved to members of the Association.

ARTICLE 4 LEAVE PROVISIONS

Part-time teachers will receive leave benefits proportionately equal to the ratio of their employment vs. full-time employment.

Misuse or falsification of any signed statement in the use of leave shall result in the employee having a day's pay deducted for each day of leave that was misused or for which the employee falsified a signed statement, and is also grounds for suspension or termination of employment under Section 3319.16 of the Ohio Revised Code.

SECTION I: SICK LEAVE

Bargaining unit members shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.

Bargaining unit members shall accrue sick leave at the rate of 1 ¼ days per month while under contract with the Board, for a maximum of fifteen (15) days per year.

A bargaining unit member newly hired to the district shall be credited accumulated sick leave to a maximum of two hundred fifty (250) days provided that his/her employment by the Board takes place within ten (10) years of the date of the last termination of public service by the employee.

Effective September 1, 2015, unused sick leave may be accumulated to a maximum of two hundred fifty (250) days.

Upon beginning the duties of employment, bargaining unit members new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. Use of Sick Leave

Bargaining unit members may use sick leave for absence due to illness, illness related to pregnancy, adoption, injury, and exposure to contagious diseases which could be communicated to other employees or to pupils, and to illness or death in the immediate family as follows:

- 1. For personal illness or injury, or exposure to contagious disease, the teacher may use accumulated sick leave.
- 2. For serious illness in the teacher's immediate family:
 - a. Immediate family includes father, mother, brother, sister, wife, husband, children, grandparents, in-law relatives, grandchildren, uncle and aunt.
- 3. Sick leave may be granted in minimum units of one quarter (1/4) day. One quarter [1/4] day shall be one [1] to one hundred ten [110] minutes.

4. Pregnancy/Adoption Leave

Upon certification of the attending physician to the Superintendent in writing that it is not in the best interest of the teacher's health that she perform her assigned duties, the period of sick leave shall be determined by the attending physician. If in the opinion of the attending physician the teacher is able to continue her assignment, every effort shall be made to effect restoration to the original or comparable position held at the time said teacher went on Pregnancy Disability Leave.

Upon application to the Superintendent, sick leave may be granted prior to the date of delivery as determined by the attending physician.

Sick leave may be used for maternity/adoption purposes under the following restrictions:

Upon application to the Superintendent, a maximum of six (6) weeks of sick leave may be granted for adoption purposes in the event it is required by the adoption agency or the attending physician.

- 5. Maternity Leave: A bargaining unit member may use sick leave for maternity leave from the date of birth of her child. Leave will be granted for a reasonable length of time; 30 work days after paid child care leave is exhausted. Extended leave will be granted by the Superintendent as determined by the attending physician upon receipt of a medical certificate.
- 6. Absence due to death in the family of a teacher shall not exceed five (5) working days, unless approval of additional days is granted by the Superintendent. Sick leave as authorized under this section shall not exceed the number of accumulated and unused sick leave days to the credit of the teacher.
- 7. Teachers on a Board approved leave of absence or disability leave may elect to carry insurances and the insurance premiums shall be paid by said teacher at the group rates ten (10) days before the due date so long as the carrier agrees.
- 8. If any bargaining unit member exhausts his or her accumulated sick leave, and is not eligible for STRS disability, then the Board shall continue to pay all insurance premiums required by this contract for the employee until the contract year in which the employee exhausted his or her accumulated sick leave ends.

B. <u>Procedure</u>

The employee wishing to use sick leave shall complete a sick leave request before absence from duty, when possible. If not possible before absence from duty, the teacher shall complete the written sick leave request form within one day of returning to work from leave.

C. <u>Application and Enforcement</u>

The Superintendent shall be the "responsible administrative official" for the application and enforcement of these regulations and shall in all cases be guided by the policy and procedure herein set forth.

D. Worker's Compensation

If the absence of a teacher is due to an accident or injury to a teacher which is commensurable under the rules governing Worker's Compensation, it shall be the duty of the teacher to apply for such compensation.

E. Any additional unpaid leave in this section shall result in a salary adjustment as per Article 26, Section

SECTION II: PERSONAL LEAVE

The Board shall grant four (4) working days per year per teacher with pay for personal leave, which days shall not be deducted from sick leave. For personal leave not used during the course of the school year, the employee will receive one (1) day's sick leave credit for each day not used (subject to maximum sick leave accumulation).

One (1) day shall be for bereavement, two (2) days unrestricted, and one (1) day restricted subject to the following restrictions: personal leave is not to be used for a vacation, an outing, a day of entertainment such as hunting, fishing, job interview, etc.

All arrangements for use of restricted personal leave and bereavement leave shall be made through the Superintendent's office in reasonable time to allow employment of substitutes. Three (3) days' notice shall be given to the Superintendent for requests of unrestricted personal leave. Periodic memos will be sent to all staff regarding statistics of personal leave usage. Personal leave may be used in one quarter (1/4) day increments. (One quarter [1/4] day shall be one [1] to one hundred ten [110] minutes.) Unrestricted personal leave may not be used the day before or after a holiday, or vacation period, or the last day of school. These restrictions may be waived under certain extenuating circumstances as determined by the Superintendent.

SECTION III: MEDICAL LEAVE

Medical leave of absence without pay may be granted upon proper application of a teacher who has exhausted his/her accumulated sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return. A corroborative statement from a physician selected by the Superintendent (at Board expense) may be required.

Such leave will commence on the day that accumulated sick leave is exhausted and the teacher has no earnings due.

Medical leave may also be used for the immediate family as defined under sick leave.

Leaves shall be granted for one (1) year or less (semester) and upon recommendation of the Superintendent and Board approval, may be extended for an additional one (1) or two (2) semesters.

A teacher may be placed on an involuntary leave of absence by the Board in keeping with provisions of Section 3319.13 and 3319.16 and related sections of the Ohio Revised Code for mental and physical disabilities.

The Board shall continue to carry (the teacher) on payroll records for insurance purposes and the premium shall be paid by the teacher at the group rate providing the insurance carriers agree.

Every effort will be made to return the teacher to the original or comparable position held at the time said teacher went on medical leave.

Any additional unpaid leave in this section shall result in a salary adjustment as per Article 26, Section 1.

SECTION IV: NON-USE COMPENSATION

Any bargaining unit member who does not use any sick leave and/or personal leave or days without pay during the school year shall be compensated \$200. Any bargaining unit member who has used no more than one (1) day of sick leave and one (1) day of personal leave per school year and no days without pay shall be compensated \$100.

SECTION V: CHILD CARE PROVISION

When a teacher or their spouse becomes pregnant, if leave is requested, they shall notify the principal and Superintendent sixty (60) calendar days prior to the expected date of leave, if possible, or when possible, thirty (30) calendar days prior to the expected date of commencement of leave. Such notification shall be as prescribed by the Board.

Child Care leave shall be paid for ten (10) consecutive work days and shall be available for both parents, from the date of the birth or adoption. For a summer birth or adoption, the child care leave may begin at any time during the first ten (10) work days of the following school year.

For Child Care leave, FMLA shall run concurrently beginning with the birth date of the child or official adoption date of the child.

A member of the bargaining unit may request and will be granted up to one (1) year of unpaid Child Care Leave, except that up to two (2) years leave will be granted in the event it is required by an adoption agency and/or the child suffers from a serious illness or disability. When possible, such leave will commence and end coinciding with the beginning or ending of a semester as adapted to the school board calendar. During the term of the leave, the member may maintain his/her insurance benefits by paying the group rate to the treasurer. Every effort shall be made to effect restoration to the original or comparable position held at the time said teacher went on Child Care Leave.

In the event the employee wishes to purchase the time on leave pursuant to this provision for retirement purposes, the employee shall pay his/her share of the cost of the retirement purchased as well as one half (1/2) of the Board's share of the cost of purchasing the leave for retirement purposes. This paragraph applies to leaves approved after August 31, 1993.

Any additional unpaid leave in this section shall result in a salary adjustment as per Article 26, Section 1.

SECTION VI: EDUCATIONAL AND/OR SABBATICAL LEAVE

The Board may grant an educational leave (without partial salary) or sabbatical leave (with partial salary) according to the following provisions:

- A. Application for the leave must be made in writing to the Board by March 1st of the school year prior to the year of the leave.
- B. A teacher shall have had five (5) continuous years of teaching in the system.
- C. A written plan of professional growth and improvement must be submitted to the Superintendent with the request for leave.
- D. No more than two (2) teachers may be on Sabbatical, or two (2) teachers on Educational Leave at one time in the district for a total of four (4) people.
- E. A second leave may be granted after the completion of five (5) continuous years of teaching in the system after the original leave.
- F. Teachers returning from Educational Leave must notify the Superintendent in writing before March 31 of their intention to return.
- G. A teacher on sabbatical leave must return to the district for one (1) full school year or repay all or any part of the salary received.

- H. The part salary shall be the difference between the regular salary and the cost of a replacement teacher.
- I. Teachers returning to the district shall be placed in the same or equivalent position held prior to the leave and shall not receive the incremental experience step.
- J. A teacher on leave may retain all insurance benefits by paying the premiums to the treasurer ten (10) days before the due date providing the insurance carriers agree.

SECTION VII: CIVIC LEAVE

A. <u>Military Leave</u>

Military leave shall comply with Ohio Revised Code Section 5923.05.

B. <u>Jury Duty</u>

The Board shall pay a teacher regular compensation when said teacher serves as a juror. Teachers will be excused upon request and will return to the Treasurer any remuneration (less expenses) received while serving in said capacity.

C. School Related Court Proceedings

Work missed due to job related court order shall be without loss of pay or penalty of personal leave. Any remuneration (less expenses) received from the Court shall be returned to the Treasurer. A copy of the Court Order shall be forwarded to the Treasurer.

SECTION VIII: PROFESSIONAL LEAVE

- A. Professional meetings must be in an appropriate and/or related field and must have prior approval of the building principal and the Superintendent. Funds will be budgeted each school year on the basis of \$125 per bargaining unit member in the building with travelling teachers being counted at their home school as determined by the administration. Annually by June 30, the Association President shall receive a list of all bargaining unit members who used professional leave and said list shall also include the actual cost of professional leave funds that was spent on each person, and the remaining balance of the budgeted funds. This balance will not carry over to subsequent years. Expense reimbursement will be limited to guidelines contained in paragraph D, unless the professional leave is at the request of the district administration, in which case all expenses will be paid by the district (tuition will be reimbursed as per Article 14).
- B. Application for leave must be applied for at least ten (10) days in advance of the meeting.
- C. Receipts must be attached to reimbursement forms for all expenditures. Conference funds from other sources will not be deducted from this allocation. The use of other funds by a bargaining unit member will not exclude him/her from participation in the use of this fund.
- D. Bargaining unit members who use professional leave shall be reimbursed for expenses incurred. Expense reimbursement shall not exceed the following maximums:
 - 1. Registration Actual cost, not to cover membership and not to exceed \$250.00 per teacher, per year, subject to the building budget.
 - 2. Travel by motor vehicle Actual cost, not to exceed the maximum rate permitted by the IRS in effect at the start of each contractual year. Teachers are encouraged to car pool and/or use school provided transportation (van), if available.

Expenses beyond these maximums are to be assumed by the individual teacher.

- E. Professional meetings may be approved without reimbursement, but the Board shall provide a substitute.
- F. Expenses incurred at meetings, tournaments, workshops, conferences or events for athletics will have reimbursement paid by the Athletic Department within the discretion and availability of athletic funds.

SECTION IX: ASSOCIATION LEAVE

The Association shall be granted five (5) days annual leave for representatives to attend professional business meetings. This leave is non-cumulative. The Board will pay the expense of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

SECTION X: ASSAULT LEAVE

A teacher who is absent due to disability resulting from a physical assault upon said teacher, if the assault occurs while in required attendance at an official school function, or in carrying out duties directly related to the role and responsibility of the teacher, or in the course of said teacher's contracted employment during his/her regular work year, then up to twenty-five (25) days of assault leave will be granted. During such assault leave, said teacher shall be maintained on full pay basis. Eligibility will be based on a signed statement by the teacher within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include but not be limited to the following:

- A. Nature of the injury.
- B. Date and time of the occurrence.
- C. Identification of the individual or individuals causing the assault, if known.
- D. Facts and circumstances surrounding the assault.
- E. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
- F. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

Assault leave granted under this section shall not be charged against sick leave or personal leave. At the end of twenty-five (25) days, the Board may grant a maximum of ten (10) additional days of assault leave and the teacher may use sick leave or receive worker's compensation (if eligible) for the period of the physical disability.

SECTION XI: FAMILY AND MEDICAL LEAVE ACT

Members and the Board shall abide by the Family and Medical Leave Act of 1993 (FMLA). Eligible staff members may take up to twelve (12) work weeks of job-protected, unpaid leave for reasons under the law and outlined in Board Policy 3430.01.

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. All full-time instructional employees are deemed to meet the 1,250 hour requirement. The twelve (12) month period is defined as a rolling twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e. the "leave year" is specific to each individual staff member).

The Board shall require the staff member to "substitute" (i.e. run concurrently) any of his/her earned or accrued paid sick leave for unpaid FMLA leave beginning on the eleventh (11th) day of leave except in the case of a birth or adoption which will run from the date of the birth or adoption. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the District's normal leave policy. The staff member is entitled to unpaid FMLA leave if they do not meet the Board's conditions for taking paid leave. On occasion, The Board may waive any procedural requirements for the taking of any type of paid leave.

Any additional unpaid leave in this section shall result in a salary adjustment as per Article 26, Section 1.

ARTICLE 5 VACANCIES

SECTION I: VOLUNTARY TRANSFER AND/OR ASSIGNMENT

- Statutory authority for the assignment of teachers and other duties rests with the Superintendent, A. subject only to the following express limitations. In filling vacancies, teachers on layoff shall be given first consideration. If there are no teachers on layoff qualified to fill the vacancy, then the Board and the Superintendent agree that no teacher or lay person presently employed outside of the Coshocton City Schools will be employed until staff members who are (1) currently employed in the Coshocton City School District; (2) who have applied for the position in a timely manner as required by this Article; and (3) who are deemed by the Superintendent to meet all criteria established under Section I (B) of this Article have been given first consideration. Vacant positions and newly created positions shall be posted during the school calendar year by email. No bargaining unit position shall be filled until the posting and voluntary transfer provisions of this contract have been followed. Whenever a vacancy arises, or a new position is created, the Superintendent shall promptly post a notice via school email for no less than five (5) days that the Board office is open for business before the position is filled. In the event of an in-term vacancy, the Superintendent may fill the vacancy with a substitute teacher. The position will be posted at the time the in-term vacancy occurs. However, to minimize academic disruption, the position will not be filled until the end of the semester or the end of the school year. Additionally, teachers shall have the opportunity to request transfer of assignment and to receive notices of vacancies on the letter of intent filed in February. All summer communications shall be through personal email accounts if requested by employee through school email to Superintendent's designee. During the summer vacation, all job vacancies will be posted on the District website and communicated through email alerts. Responses in writing to the Superintendent must be received within four (4) days from the email notification. Email is an accepted written response but must be properly sent to the email addresses indicated on the posting notice. However, between August 1st and the first day of school, it will be unnecessary for the Board to follow posting procedures. For the purposes of this Article, vacancy includes all bargaining unit positions (e.g., supplementals, teaching assignments, etc.). Notice of all vacancies shall be forwarded to the president of the Association on the day of posting by email.
- B. In acting on a request for voluntary reassignment and/or transfer, the following criteria apply:
 - 1. Certification/Licensure required by the State of Ohio to include Highly Qualified Teacher (HQT) status as defined in the No Child Left Behind (NCLB) Act.
 - 2. If one or more applicants satisfy the criteria in number 1, consideration shall be given to the applicant with the greatest number of years of service in the school system.

SECTION II: INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

- A. When an involuntary transfer is required because no certified staff member desires reassignment, the Superintendent will identify those staff members who qualify for the involuntary transfer and/or reassignment using the following criteria in all cases:
 - 1. Certification/licensure required by the State of Ohio to include Highly Qualified Teacher (HOT) status as defined in the No Child Left Behind Act (NCLB).
 - 2. If one or more applicants satisfy the criteria in number 1 above, the teacher with the least number of years of service in the school system will be reassigned and/or transferred.
- B. An involuntary transfer or reassignment after August 1st to be effective during the current school year will be made only after a meeting between the teacher involved and the Superintendent and upon the agreement of the teacher. The teacher may at his/her option have a representative of his/her choice present at such meeting. Any reassignment made pursuant to this policy shall be done in the best interest of the school district using the criteria established in Section II: A, 1 and 2.

ARTICLE 6 PROFESSIONAL CONCERNS

SECTION I: TEACHING CONDITIONS

- A. When, in the judgment of a teacher and the principal, or the principal acting alone, a student requires the attention of a counselor, pupil personnel services employee, physician or other specialist, the principal will arrange as soon as possible for a conference among himself/herself, the teacher and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- B. All requests for custodial and/or maintenance services shall be made in writing to the Building Principal on work order forms available in each Building Office. Feedback on routing, status, and disposition will be returned to the teacher in a timely fashion. A monthly status report will be posted by the Principal in each building.
- C. Physical force may be used by a teacher to protect himself/ herself or another teacher and/or student from possible injury, or, in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances as well as any cases of assault on themselves in connection with their employment, to their principal or immediate supervisor in writing, if requested, giving in detail the circumstances thereof.
- D. Teachers employed under regular contract to perform duties shall be governed by, but not limited to, the following working conditions:
 - 1. Each teacher shall have a daily, continuous, uninterrupted planning period of at least one class period at the middle and high schools and at least 40 minutes at the primary and intermediate school levels during the teacher day for instructional planning, evaluation and conference (common structured planning time may be used for such things as grade level meetings, TBT, in-service, professional development, etc.) Common time and regular planning periods shall not both be used within the same day. Teachers shall not be responsible for student supervision during their planning period.

- 2. Travel time during the school day shall not be considered lunch or conference time. Members of the teaching staff involved in travel from one building to another during the school day shall be reimbursed at the IRS rate in effect at the start of each contractual year. The Superintendent will review this in August and January. Travel to and from any building at the beginning or end of any school day shall not be considered as traveling teacher expense.
- E. Class size shall be as balanced as possible, and information summarizing class sizes shall be provided to the Association President on a monthly basis. The following objectives should be pursued:
 - 1. Adequate instructional material shall be provided for all students including textbooks, consumable supplies, etc.
 - 2. Teachers are to be provided necessary materials to instruct their respective classes and perform their duties of assignment.
 - 3. No class shall exceed the number of desks or training stations available for the number of students assigned at any one time.
 - 4. All classroom enrollments shall be of such size as to allow for meaningful instruction.
 - 5. Assignment of secondary teachers should be so arranged that no one teacher has more than three (3) lesson preparations per day during any one semester.
 - 6. In an emergency, if a teacher has four (4) lesson preparations, the teacher shall not be assigned extra duties.
 - 7. Special classes shall not exceed the number of students as directed by Federal or State regulations. Class size will be as balanced as possible within each special needs class.
 - 8. Class size will be determined for the regular elementary classroom by the following criteria:
 - a. Any students without special needs who are assigned to a teacher for the purpose of instruction, testing and assessment will be counted on the regular classroom teacher's roll.
 - b. Any identified disabled student assigned to a class for two of the following subjects: language arts, social studies, science, or math in which the teacher shall be responsible for planning, instructing, assessing, and record keeping for the student will be counted on the regular classroom teacher's roll.
 - c. Any special needs student who is assigned to a classroom only for homeroom, lunch, recess, art, music, and/or physical education shall not be counted on the regular classroom teacher's roll.
 - d. The Superintendent or designee shall oversee the placement of students by the principals and in consultation with the principals. Teachers shall be informed as soon as possible prior to a student entering the class.
 - e. It is the responsibility of the building principal to assign special needs students to specialists (art, music, and physical education teachers) and to duty teachers so that their class sizes or duty periods remain as balanced as possible after the inclusion of the special needs students.

F. All classrooms shall:

- 1. be clean
- 2. be free of outside distractions
- 3. have adequate facilities for the class size
- G. Children of non-resident bargaining unit members shall be admitted to the Coshocton Schools tuition free provided space and program are available as determined by the Superintendent and provided the child has not been a discipline or attendance problem in his/her school district of residence. In addition, if the child has special needs which would require an expenditure of money for that child in excess of the average expenditure per child expended by the Board on a district-wide basis, the employee will be responsible for the amount spent to educate his/her child in excess of the district's average expenditure per child.

Applications must be filed for each child by June 1 prior to the start of the school year of desired attendance. The application must be filed at the Superintendent's office. The Superintendent shall respond by June 30.

SECTION II: TEACHING ENVIRONMENT

- A. All buildings, grounds, materials, and equipment are to be safe, clean, attractive as possible, adequate in quantity and quality, and be in as good operative and/or functional condition as can be provided within the district's financial capacity. The Board further recognizes that purchasing and maintenance programs should be pursued to ensure a good teaching environment.
- B. A Building Safety Committee made up of the Principal, Secretary, Custodian, and Association Building Representative will meet monthly to hear concerns and review progress towards previous issues/concerns of unclean, unsafe, and unhealthy conditions within a building. The committee will recommend an action plan to the Principal regarding possible solutions. A summary of each meeting will be forwarded to the Superintendent.
- C. All requests for custodial and/or maintenance services shall be made in writing to the Building Principal on work order forms available in each Building Office. Feedback on routing, status, and disposition will be returned to the teacher in a timely fashion. A monthly status report will be posted by the Principal in each building.
- D. All teachers shall turn in a checklist to their building principal by April 1 indicating items that should be purchased, replaced, repaired, or in any way need attention.
 - The items will be prioritized by the principal and the complete checklist sent to the office of the Superintendent for action. This checklist will provide ample time for the building principals, Superintendent, and Board to attempt to make the necessary improvements before the following school year commences.
- E. There will be provided in each educational center and/or building a room designated as the teachers' lounge.
- F. The Board recognizes the need for storage, work area, and faculty restroom facilities and will make every attempt to provide these.
- G. Each building will be provided with a phone for personal phone calls in a private environment in or near the teachers' lounge.

All teachers shall be provided a private environment to make professional phone calls in all buildings.

All long-distance phone calls will be approved by the building principal or his/her designee.

H. All teachers will, when possible, be provided with adequate parking space on school owned property and adequate parking lot supervision to prevent damage to vehicles driven to school.

ARTICLE 7 INDIVIDUAL RIGHTS

The Board agrees that all teachers are entitled to full rights of citizenship regardless of race, creed, sex, place of origin.

The Board agrees that teachers have the right to participate in professional and civic organizations for their personal benefit and interest, as long as it does not interfere with his/her contractual duties.

The Board further agrees that teachers have the right to exercise their constitutional rights or political involvement without fear of reprisal or discipline in any form as long as it does not interfere with his/her contractual duties.

The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her teaching duties nor conflict with the statute of the State of Ohio Revised Code, including the required criminal background checks specified in HB 79 and HB 190. The Board further agrees that teachers may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations on school premises or place insignias on individual members' mailboxes.

The Association agrees that teachers shall abide by Board policies and the negotiated agreement in effect, and as provided in individual teachers' contracts, to the extent that his/her personal safety and the students' well-being will not be threatened or damaged.

The Association supports the Board's policy of a Drug Free/Alcohol Free Workplace as stated in the Policy Manual and the Administrative Guidelines.

ARTICLE 8 COMPLAINTS AGAINST PERSONNEL

When a complaint is made to the Board or any of its members or school administrators by a party concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and teacher shall attempt to resolve the concern with the complainant. No complaint shall be investigated unless the identity of the complaining party is provided to the teacher, as well as the nature of the complaint.

Should the person still not be satisfied and bring the concern to the Board, after hearing the complaint the Board shall refer the complaint to the Superintendent or appropriate administrator for investigation. The teacher shall be so informed and have the right to provide information concerning the issue to the appropriate administrator with rights of representation and due process. Should the issue come again before the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue, in executive session and with rights of representation. Any meeting with the Board pursuant to this procedure

shall be in executive session. If there are any questions concerning the procedure, the teacher has due process rights under the grievance procedure.

If the Board or a member of the Board is contacted by a person with a complaint, the Board will advise the person to follow the provisions.

However, complaints of suspected child abuse shall be reported as required by Ohio law.

ARTICLE 9 PERSONNEL FILES

The Board agrees to notify all teachers of any records being kept on said teacher. This notification will cover all personnel files, those kept by the principal, Superintendent or Board. Any information being added to said teacher's personnel file will require the notification of said teacher, except for regularly maintained business records and documents. If the teacher disputes the accuracy, relevance, timeliness or completeness of information on him/her maintained in said file, that teacher shall have the right to add rebuttal or request a hearing with the principal and/or Superintendent on any material in his/her file that he/she deems incorrect or incomplete. If the teacher still disputes the information placed in the file, he/she may request a hearing before the Board and/or request that the Board investigate the appropriateness of the material within a reasonable time of receiving the request. The Board will make a reasonable investigation to determine if the disputed information complies with the provision of the law. Any teacher in the Coshocton City Schools and his/her representative shall have free access to their personnel files with the exception of confidential materials sent to the Board by employment bureaus and/or letters of recommendation.

The files will be located in the Board office. The Superintendent or his designee is to be present while the teachers examine their file.

A copy of the Professional Performance Appraisal will be in temporary custody of the principal. At the conclusion of the Professional Performance Appraisal Program, the copy will be forwarded to the Board office and all copies will be kept from year to year while the teacher is a teacher of the Coshocton City Schools.

Anonymous complaints shall not be placed in the personnel file of the teacher. At the written request of a bargaining unit member, written reprimands, matters of discipline or other negative materials shall be removed from the member's personnel file, three (3) years after being placed in the file, provided that no intervening incidents have occurred regarding such matters.

ARTICLE 10 DISMISSAL AND REPRIMAND PROCEDURES

SECTION I: TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code as constituted on January 1, 1996, and not subject to the grievance procedure.

SECTION II: NON-RENEWAL OF LIMITED CONTRACTS

- A. Non-renewal of a limited contract shall be in accordance with the provisions of Section 3319.11 Ohio Revised Code, except that on appeal the issue will be whether the Board followed the evaluation timelines of Article 17 of the contract, not Section 3319.111, ORC.
- B. Non-renewal of three-year limited contracts shall be due to a teacher's lack of ability, low degree of

- professional competency or other good and just cause as determined from formal evaluation by the school administration.
- C. The grievance procedure may be utilized to challenge the non-renewal of 3-year limited contracts on the basis of Section II-B. above, i.e., just cause.

This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

SECTION III: REPRIMAND PROCEDURE

- A. When in the judgment of the Superintendent or an administrator a verbal or written reprimand is warranted, the reprimand shall be done within ten (10) working days of becoming aware of the occurrence. A single incident shall not warrant both a verbal and written reprimand.
- B. The reprimand should not be in the presence of another person unless the health and safety of person or property is endangered. If a verbal reprimand is to be given, the administrator will maintain personal notes as to the date and reason of the actual verbal reprimand and clearly state words to that effect to the member. If that does not occur, then there is no reprimand. Verbal reprimands shall not be placed in the personnel file.
- C. A written reprimand is to be given if the violation is of a serious nature or a repetitive nature. Prior to writing a reprimand, a hearing shall be held with the teacher and his/her representative. Both parties shall sign that the reprimand has been received. The reprimand shall be placed in the teacher's personnel file. A statement by the teacher may be attached to the reprimand within fifteen (15) working days after the hearing.

SECTION IV: REPRESENTATION

Bargaining unit members have the right to Association representation at every level in any reprimand, discipline or dismissal meeting.

ARTICLE 11 REDUCTION IN FORCE

In the event that a reduction of teaching personnel becomes necessary due to a decline in student enrollment, return to duty of regular teachers after leave of absence, suspension of schools, territorial changes, or lack of funds, the reduction will be in keeping with the provisions of this article.

- A. Teachers who leave the system through retirement, resignation, non-renewal for performance reasons or for other causes will not be replaced by new teachers insofar as program needs and good educational practice make it possible to do.
- B. Additional reductions will be achieved in accordance with the suspension of contract procedures set forth in Section 3319.17 Ohio Revised Code. Contracts will be suspended by areas of certification/licensure/HQT as determined by the Board. When this procedure is followed for a reduction in force and contracts are suspended, preference will be given first to teachers who have continuing contracts over those holding limited contracts, and second to teachers with comparable evaluations who have greater *length of continuous service*. Teachers whose contracts are suspended will have the right of restoration of service in the order of *length of continuous service* if and when teaching positions become vacant or are created for which any such teachers are certified.

C. 1. Notification

A meeting shall be held between the representatives of the Association and representatives of the Board to review reasons necessary for a RIF. A formalized list indicating the positions to be abolished within each area of certification shall be prepared by the administration and provided to the Association at this meeting.

2. Having made the determination that a reduction in force is to be recommended to the Board under this Article, the Superintendent shall inform the Association President of the decision at least fourteen (14) calendar days prior to the Board meeting at which action will be taken on the reduction.

D. 1. Length of Continuous Service

Bargaining unit members with longer continuous certified/licensed/HQT service, under regular contract, in the Coshocton City School System, will be retained in preference to those with less continuous employment certificated/licensed/HQT to teach in the same field, provided they have comparable evaluations as follows:

- a. Under House Bill 153, employees shall receive a final summative evaluation rating of "ineffective", "developing", "proficient" or "accomplished".
- b. There shall be four (4) categories of comparable evaluations (Category 1, Category 2, Category 3 and Category 4) in which employees shall be placed based upon their final summative evaluation rating.
 - 1) In 2012-13, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on their final summative evaluation rating received for 2012-13.
 - 2) In 2013-14, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on their best final summative evaluation rating received for 2012-13 or 2013-14.
 - 3) Beginning in 2014-15, and thereafter, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on the final summative evaluation rating they receive for their three (3) most recent evaluations.
 - a) Employees evaluated as "ineffective" for two (2) out of their last three (3) evaluations shall be placed in Category 4.
 - b) Employees evaluated as "developing" for two (2) out of their last three (3) evaluations shall be placed in Category 3.
 - c) Employees evaluated as "proficient" for two (2) out of their last three (3) evaluations shall be placed in Category 2.
 - d) Employees evaluated as "accomplished" for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - e) Employees who receive a different final evaluation rating in each of their last three (3) evaluations shall be placed in the middle category -- i.e. an employee who received a rating in Categories 3, 1 and 2 respectively in their last three (3) evaluations shall be place in the category in the middle which is two (2).

- f) An employee who earns a final "ineffective" rating within the three (3) years cannot be placed higher than Category 2.
- g) Employees shall then be separated on a *Length of Continuous Service* list as follows:
 - 1. First by contract status (Continuing vs. Limited).
 - 2. Next by areas of certification/licensure/HQT.
 - 3. Next by evaluation Categories 1 through 4.
 - 4. And finally, by dates of hire within the four (4) Categories beginning with the oldest date in descending order to the most recent date of hire.
- h) Beginning in 2013 and each year thereafter, the District shall provide by September 30th via e-mail to the Coshocton City Education Association President a *length of continuous service* list of all bargaining unit members which shows their contract status, placement in Categories 1 through 4, and their dates of hire. Refer to Article 12 Section 4, Length of Continuous Service List.

2. <u>Length of Continuous Service</u> Defined for Comparative Evaluation (as defined in D.1.b.3.g.4 above)

Length of continuous service shall be defined as length of continuous years of certificated/licensed service with the Board in a bargaining unit position from the most recent date of hire.

Date of hire shall be the date the Board votes to employ the teacher.

Full-time employees shall accrue one (1) year of *length of continuous service* for each year worked as determined by the minimal full-time standard as defined by this Contract.

Part-time employees shall accrue *length of continuous service* pro-rated against the minimal full-time standard as defined by this Contract.

No employee shall accrue more than one (1) year of *length of continuous service* in any work year.

- 3. *Length of continuous service* will not be interrupted nor increased by Board approved leaves of absence.
- 4. Where two or more teachers have the same employment *length of continuous service*, the following tie-breakers will be utilized:
 - a. The first tie-breaker shall be length of total certificated/licensed/HQT service to the district in a bargaining unit position.
 - b. The second tie-breaker shall be the number of years of full-time service in a bargaining unit position.
 - c. If a tie still exists, the tie shall be broken by a lottery.

E. Restoration

1. All teachers laid off, except those non-renewed for performance reasons, shall be offered re-employment in reverse order of reduction should openings occur for which they have the

necessary certification/licensure/HQT to be highly-qualified under the No Child Left Behind Act.

- 2. Laid off teachers shall remain on the *Length of Continuous Service* list for a period of twenty-six (26) months beginning June 1st of the year of the layoff.
- 3. Notice of recall shall be by registered mail to the last address given to the Board by the teacher.

The teacher is obligated to keep the district Superintendent advised in writing of a telephone number and mailing address where he/she can be reached.

The teacher must respond within fourteen (14) calendar days of receipt of notification of recall to work.

- 4. A laid off teacher on the recall list who refuses a full-time assignment for which he/she is qualified shall waive all future recall rights.
- 5. In absence of law to the contrary, teaching field shall refer to certification/licensure/HQT area.
- 6. The teacher will return to the same contract status.

ARTICLE 12 PERSONNEL

SECTION I: TEACHER CERTIFICATION/LICENSURE

The Superintendent shall not assign a teacher to a position for which the teacher does not hold a valid, current teaching certificate/license/HQT.

SECTION II: ADMISSIONS

Each bargaining unit member and his/her guest shall have free general admission to all regular school-related and sponsored functions held at home.

SECTION III: SUMMER EMPLOYMENT

The Board agrees that first consideration will be given to employing certified/licensed/HQT teachers presently employed and who have past and continuous summer school teaching experience. No teacher or lay person presently employed outside of the Coshocton City Schools will be employed in the summer school programs until open positions are posted and offered to all qualified staff members currently employed in the Coshocton City School District.

SECTION IV: LENGTH OF CONTINUOUS SERVICE LIST

An updated *length of continuous service* list shall be provided to the Association each year. The *length of continuous service* list shall show the names of all members of the bargaining unit separated by continuing and limited contracts, with the date of hire, and placement in OTES evaluation category 1-4. The *length of continuous service* list will be provided to the Association President by September 30 of each school year. Refer to Article 11, Reduction in Force.

ARTICLE 13 RELEASE TIME

The Coshocton City Board of Education shall grant release time for the following reasons:

A. <u>Grievances</u>

The President of the Association and/or the Grievance Chairperson, and the grievant shall be given release time to attend grievance hearings at each step of the grievance procedure. This time shall include travel time to and from buildings. The administration shall establish the date, time and location of the hearings. (Not to include days school is not in session unless by mutual agreement.)

B. Arbitration and Court Hearings

All professional personnel required to appear at an arbitration or court hearing dealing with school business shall be granted release time for the length of the hearing. If a substitute, beyond those specified in Section A, is employed, the cost shall be paid by the loser.

C. The President of the Association shall be permitted to transact Association business on school property during his/her lunch, before or after his/her school day, and during his/her planning and conference period. If the President does not have a planning and conference period, the President will negotiate an equivalent time with the Superintendent. Association business will be conducted at such time that does not interfere with the contractual duties of any member.

ARTICLE 14 ACADEMIC TUITION PLAN

The Board, recognizing the possible benefits to be derived by the students and the community from teachers furthering their education in their fields of endeavor, hereby agrees to an academic tuition plan with the following stipulations:

- A. Any teacher who is employed by the Board and is fully qualified by certification/licensure for the position he/she now holds, may apply.
- B. The post baccalaureate and/or graduate study must be in appropriate and/or related fields of study and be from an accredited college or university. If there is any question as to whether the course meets these requirements, a ruling by the Superintendent shall be sought.
- C. Applications shall be made prior to taking course work. Forms will be provided by the Board and must be time/date stamped at the Board office. Within five (5) working days of the time/date stamp, the bargaining unit member will be informed in writing whether or not there are sufficient funds available for tuition reimbursement. If the fund is depleted during a school year, applicants who did not receive reimbursements due to fund depletion shall be reimbursed prior to the reimbursement of new applicants subject to fund availability during the life of this contract.
- D. Compensation will be not less than fifty percent (50%) of an individual's tuition cost for the period.
- E. There will be a limit of twelve (12) semester hours completed per reimbursed applicant per school year (September 1 through August 31) that may be claimed for reimbursement. Course work eligible for reimbursement must be completed during the life of this contract.
- F. The fund for tuition reimbursement shall be \$35,000 (thirty-five thousand dollars) per school year. Any unused funds shall be rolled over and allotted for the succeeding school year until the expiration of this contract.

- a. Payment will be made upon submission of evidence verifying that the work was successfully completed (C or better and/or Pass if Pass/Fail), and a statement showing the cost of courses taken.
- b. Satisfactory evidence will consist of the following: grade report or transcript, and a copy of a cancelled check, credit card receipt or receipt from the registrar.
- G. A teacher will not receive reimbursement for courses taken which are being reimbursed by another agency.
- H. Any bargaining unit member receiving reimbursement by the Board for tuition costs must agree to remain employed by the Board, if the Board so desires, for the following year. If the employee does not agree to remain in the Board's employment or does not in fact remain in the Board's employment after the Board has expressed its desire to have him/her do so, then the employee must reimburse the Board for any and all tuition reimbursements received in the previous year.
- I. The Association shall receive written notice of the remaining tuition reimbursement fund balance by June 30th of each year. During the final year of the Master Agreement, if the tuition reimbursement fund balance reaches \$10,000 (ten thousand dollars) or less, the Association will be notified immediately. In addition, on or near September 1st of each year of this contract, the Board will provide the Association with a listing of bargaining unit members who applied for and received compensation, and this listing will include the number of credit hours for which reimbursement for each member was made.

ARTICLE 15 SEVERANCE PAY

Any teacher in the Coshocton City Schools who has ten (10) or more years of service in the Ohio State Teachers Retirement System may elect, at the time of retirement from active service, to be paid in cash for a portion of his/her accrued unused sick leave credit in accordance with the following:

- A. Teachers who qualify for severance pay but have less than ten (10) years of service in the Coshocton City Schools shall be eligible for payment of 25% of their unused sick leave up to a maximum of 160 days (40 days actual pay based upon their per diem rate at the time of retirement.)
- B. Teachers who qualify for severance pay and have ten (10) or more years of service in the Coshocton City Schools shall be eligible for payment of 25% of their unused sick leave up to a maximum of 250 days (62.5 days actual pay based upon their per diem rate at the time of retirement.)
- C. Such payment shall be based on the teacher's per diem rate of pay based upon the teacher's final base salary exclusive of any remuneration received through a supplemental contract at the time of retirement from active service. A one-time lump payment shall be made by the Treasurer of the Board, 1207 Cambridge Road, Coshocton, Ohio by September 30 following the teacher's effective retirement date or upon written request payment can be deferred to after January 1st but no later than January 30th of the following calendar year, and after the teacher has been entered on the retirement rolls of either the State Teacher's Retirement System of Ohio, or the School Employees Retirement System of Ohio, and shall be considered to eliminate all sick leave credit accrued by the teacher at that time. The employee may request, in writing, to receive the lump sum severance payment deposited directly into a tax-sheltered annuity. This annuity must be established through payroll deduction with a Board approved provider no less than three (3) months prior to the member's end of service.

- D. If a member of the bargaining unit dies while an employee of the Board and was eligible to retire and receive severance pay at the time of death, then in that event, the estate of the deceased employee shall receive severance pay in accordance with the provision.
- E. During the life of the contract and at the Board's option, it may implement an Early Retirement Incentive Plan (ERIP) or other incentive plan as provided by Ohio law.

ARTICLE 16 INSURANCE

- A. The Board agrees to furnish medical, prescription, and dental coverage for single and family subscribers and pay the premiums as follows: Bargaining unit members shall pay a 15% fixed employee's share of the total monthly premium.
 - 1. The same hospitalization and major medical coverages as in effect September 1, 2001 except that these shall be combined into a comprehensive Medical (UCR) Plan with a \$250/500 individual/family deductible. Co-insurance shall be 90%/10% with a \$350/700 for individual/family cap. (Maximum annual total of combined deductible and co-insurance cost for employees using this coverage will be \$600 single/\$1,200 family.) There shall be a \$15 co-pay for primary and specialist office visits and a \$50 co-pay for emergency room visits.
 - 2. Dental UCR, calendar year maximum in Class I, II, III of \$1,250 per person
- B. The Board will provide each Certificated/Licensed employee with a twenty-five thousand dollar (\$25,000) term life insurance policy.
- C. There shall be an Insurance Committee to monitor usage and rates, hear insurance problems and concerns of the members, and to disseminate consumer and educational information to employees. The committee shall be made up of five (5) teachers appointed by the Association and five (5) representatives appointed by the Superintendent. The Insurance Broker will act as an advisor, as needed. The Insurance Committee may recommend changes in the TPA (Third Party Administrator). The committee shall meet bimonthly or more often as scheduled by the committee with the first meeting being set jointly by the Superintendent and Association President or designees.

The Insurance Committee is empowered to recommend to the bargaining unit members and the Board any appropriate revisions in the Insurance Program. Such recommendations would then be voted on by the Association and the Board before becoming part of the Insurance Program.

The Board shall deposit into the 024 fund the Dental Plan line item deficit amount as of August 31, 2018. Beginning September 1, 2018, all increases in health plan premiums and new premium costs for the dental plan for employees shall begin as per Section A of this article.

Beginning September 1, 2018, if the total balance of the 024 fund drops below \$600,000, the Insurance Committee and the bargaining team shall meet jointly to consider and recommend an appropriate rate increase if the range below is not adequate. If needed and approved, said changes shall be ratified though a Memorandum of Understanding (MOU). If the balance of the 024 fund rises above \$2 million, there shall be premium holidays until such time deposits are needed to maintain \$2 million. The CCEA president may change appointments to the Insurance Committee (such as negotiating team members or CCEA officers).

Prior to December 31, 2018, there shall be a jointly planned training for the entire insurance committee with the purpose of educating all members on the functions of the committee, the current plan, insurance financing, and how to proceed positively moving forward for the district.

D. The Board shall deposit on a monthly basis back into the Self-Funded Insurance Fund 100% of the interest earned from the investment of the monthly balance. The interest basis will be the current monthly StarOhio rate.

For 2018-2019, there shall be a 7% premium increase on the total cost of the premium paid at the shared costs as above.

For 2019-2020, there shall be a 5% to 10% premium increase effective July 1, 2019, on the total cost of the premium paid at the shared costs as above based on claim trends for the past two-year trend for the month ending April 30, 2019, as provided by the current broker.

For 2020-2021, there shall be a 5% to 10% premium increase effective July 1, 2020, on the total cost of the premium paid at the shared costs as above based on claim trends for the past two-year trend for the month ending April 30, 2020, as provided by the current broker.

E. The schedule of benefits for both health and dental plans are attached as Appendix A.

ARTICLE 17 TEACHER EVALUATION

A. Evaluation Guidelines

- Coshocton City Schools' teachers will be evaluated in accordance with the Ohio Revised Code (ORC) 3319.111 using the Ohio Teacher Evaluation System (OTES) model, and Ohio School Counselor Evaluation System (OSCES) model. All teachers will be required to participate in OTES training provided by the district.
- 2. Teacher observations shall take place when normal, scheduled instruction is generally expected to be taking place. An attempt to arrange a mutually agreed upon make-up date will be scheduled if a previously scheduled observation cannot be accomplished. The final determination of a date will be the responsibility of the evaluator if a mutually agreed upon date cannot be reached.
- 3. The evaluation procedure is to be used for the improvement of instruction and learning with the teacher and evaluator working collaboratively in support of the teacher to achieve that goal. The teacher's signature/PIN entry will indicate completion of the OTES process and will not necessarily imply agreement.
- 4. A teacher on the OTES Teacher Improvement Plan who is concerned that a potential ineffective rating could result in a RIF or non-renewal, may request one additional observation by a different evaluator assigned by the Superintendent or designee, when requested before April 1. The requested formal observation will occur prior to May 1. Working together, both evaluators will assign a final summative evaluation rating after the request for an additional observation has been honored.
- 5. A teacher with a final summative rating of "Accomplished" shall be evaluated every third year and choose their evaluator from the list of credentialed evaluators for Coshocton City Schools

assigned to their building, provided the teacher maintain a rating of average or higher on district student growth measure to continue the less frequent evaluation cycle.

- 6. A teacher with a final summative rating of "Skilled" shall be evaluated every second year and have input into their assigned evaluator from the list of credentialed evaluators for Coshocton City Schools assigned to their building, provided the teacher maintain a rating of average or higher on district student growth measure to continue the less frequent evaluation cycle.
- 7. A teacher with a final summative rating of "Developing" shall be evaluated yearly and be assigned their evaluator from the list of credentialed evaluators for Coshocton City Schools assigned to their building.
- 8. A teacher with a final summative rating of "Ineffective" shall be evaluated yearly and be assigned their evaluator from the list of credentialed evaluators for Coshocton City Schools assigned to their building.
- 9. A teacher not being fully evaluated must have one observation completed yearly and maintain a student growth measure of average or higher.

In the final year of a teacher's limited contract, the teacher shall have a full evaluation regardless of final summative rating or growth measure.

B. Evaluation Committee

The Association and The Board agree to a joint OTES Evaluation Development Committee, hereinafter "committee", for the purpose of refining policies and procedures for the evaluation of certified employees using OTES.

1. Composition

- a. The committee shall be comprised of up to six (6) members appointed by the Association president and up to six (6) 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 committee meetings.
- b. Committee members shall serve staggered terms of not more than three (3) years and may be reappointed at the end of their term.
- c. Committee members should be representative of elementary, secondary and specialty areas within the district.

2. Operational Procedures

- a. The committee shall select a chairperson from its members.
- b. Members of the committee will receive training as needed in the OTES model.
- c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- d. The chairperson will develop the committee agendas with input from committee members.

- e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- f. At each committee meeting, the group will select an individual to act as the official recorder of the minutes for that meeting.
- g. Members of the committee may receive release time for committee work and training with the approval of the Superintendent.
- h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) work days following meetings of the Committee.
- i. The Committee may establish sub-committees to assist with their work.
- j. The Superintendent, or his designee, and the Association President/designee will jointly appoint sub-committees.
- k. The committee may recommend contracting consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. Such recommendations must be authorized by the Superintendent before proceeding, and the cost, if any, shall be the responsibility of the Board.
- 1. The Committee shall recommend OTES evaluation policies and procedures to the Board and the Association. This recommendation shall follow requirements for OTES, ORC, TIF, and RttT.

3. Committee Authority

a. The Evaluation Committee is responsible for joint development of the policies and procedures for OTES teacher evaluation.

ARTICLE 18 REQUISITION OF SUPPLIES

All teachers will requisition materials/supplies through the approved processes. If approved by the Board, teachers will be permitted to purchase supplies from local merchants in the amount of the requisition approved. Requisition of materials and supplies will be uniform throughout the system. If a requisition is denied, the proper administrative official will state in writing that the requisition is denied within fifteen (15) days to the teacher involved.

ARTICLE 19 COMMITTEES

The Board and the Association agree that teachers should participate in reviewing and amending current educational problems and make recommendations thereon. However, membership on all committees is voluntary. No teacher will be required to serve on committees.

ARTICLE 20 ACADEMIC FREEDOM

Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility according to Code of Ethics as prescribed and adopted by the N.E.A. and shall not prohibit consultation and direction by Board representatives.

CODE OF ETHICS OF THE EDUCATION PROFESSION

Adopted by the NEA Representative Assembly, July 1975

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct. The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I: COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

- 1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
- 2. Shall not unreasonably deny the student access to varying points of view.
- 3. Shall not deliberately suppress or distort subject matter relevant to the students' progress.
- 4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
- 5. Shall not intentionally expose the student to embarrassment or disparagement.
- 6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any students;
 - c. Grant any advantage to any student.
- 7. Shall not use professional relationships with students for private advantage.

8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II: COMMITMENT TO THE PROFESSION

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator -

- 1. Shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
- 2. Shall not misrepresent his/her professional qualifications.
- 3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute.
- 4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
- 5. Shall not assist a non-educator in the unauthorized practice of teaching.
- 6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
- 7. Shall not knowingly make false or malicious statements about a colleague.
- 8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

ARTICLE 21 NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach, and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

Every effort will be made by the Board within financial constraints to eliminate or reduce the following duties:

A. Non-professional assignments, including but not limited to milk distribution and supervision of playgrounds, cafeterias, corridors, sidewalks, buses, study halls, and restroom duties.

- B. Collecting money from students.
- C. The above duties will be rotated among bargaining unit members in the building.

ARTICLE 22 AFTER SCHOOL MEETINGS

Teachers shall be required to attend the following meetings beyond the 7 hour and 20-minute day:

- A. Periodic staff in-service meetings may be called by the Superintendent during the school year.
- B. A total of nine building meetings involving the entire staff may be called by the principal during any school year. Additional meetings may be called with voluntary attendance.
- C. Teachers shall be required to attend the first parent-teacher organization meeting and "Open House", which shall be held on the same day, except as excused by the principal. Attendance at other parent teacher organization meetings is encouraged.
- D. No building meeting shall extend more than one hour in length. (Committees are excluded.)

ARTICLE 23 INSERVICE

As part of the 182 1/2 days, one "inservice" day is to be planned by the Association inservice committee working with representatives from the Administration. The Superintendent must give prior approval to the program. Expenses for consultants for this day shall be at the expense of the Board. The Association shall provide coffee and rolls for the teachers.

ARTICLE 24 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

PURPOSE

The purpose of the Local Professional Development Committee (LPDC) is to oversee and review professional development plans for credential renewal.

MISSION

The mission of the LPDC shall be to set policy and review professional development goals for certification and license renewal for the Coshocton City School educators.

Professional development plays a critical role in enhancing and vitalizing education in the Coshocton City School District. Professional development shall focus on experiences which expand and enrich the classroom, building, and district. These experiences shall be directly related to emerging student performances.

A. <u>Purpose</u>

The purpose of this committee is to review the coursework and other professional activities proposed and completed by educators within the district to determine if the requirements for renewal of certificates or licenses have been met.

B. <u>Committee Composition and Selection</u>

1. The committee will be comprised of five (5) members as follows: two (2) teachers from

grades K-6, two (2) teachers from grades 7-12, and one (1) administrator.

- 2. The committee will have two alternates as follows: one (1) teacher and one (1) administrator.
- 3. The teacher members and alternates will be appointed by the CCEA President. Staff will be notified of these positions as they become available through CCEA minutes. The Administrative members and alternates will be selected through procedures developed by the Superintendent.
- 4. In the event of an in-term vacancy, the committee member or alternate will be replaced in accordance with B.3. of this Article.
- 5. All CCLPDC members and alternates will be designated by June 30 and will begin their term on July 1 of the appropriate year.

C. Term of Office for Committee Members

- 1. The term of office for members serving on the committee will be three years.
- 2. A term will end on June 30 of the appropriate year.

D. Term of Office for Alternates

- 1. The term of office for alternate members will be three years.
- 2. A term will end on June 30 of the appropriate year.

E. Financial Compensation and Reimbursement

- 1. CCLPDC members shall be paid one thousand dollars (\$1,000) for the first fifty (50) hours of work outside their regular contracted time. Additional hours will be paid at a rate of twenty dollars (\$20) per hour. All compensation will include appropriate retirement benefits.
- 2. The said stipend in E.1. of this Article will be paid at the completion of each year in a separate check no later than June 30 of the same year.
- 3. The alternate will receive a stipend of twenty dollars (\$20) per hour for work outside of their regular contracted time.
- 4. Any CCLPDC member who does not complete his/her term will be paid twenty dollars (\$20) per hour for work outside their regular contracted time.

F. Chairperson

The committee chairperson will be determined by a majority vote of the committee members during the first meeting after July 1 each year. The chairperson shall receive an additional stipend of \$200.00.

G. Decision-Making

Decisions will be made by a majority vote of the committee members present.

H. Meetings

The committee will hold regularly scheduled monthly meetings from September through May. An organizational meeting will be held each year in July or August. Before September 10 each year, the committee shall establish and publish their meetings schedule. The committee may meet more frequently as deemed necessary to complete their work. The chairperson will appoint a recorder to keep minutes of the meetings.

I. <u>Responsibilities</u>

- As indicated in statute and in standards, CCLPDC is responsible for reviewing and approving Individual Professional Development Plans and the associated coursework and other professional development activities that educators wish to utilize for the purpose of certificate or license renewal.
- 2. Verification of full-time teacher experience remains the responsibility of the Superintendent. The authorized signature of the Superintendent, or official designee, on the renewal application form verifies that the employment information given by the educator on the application is true and correct.
- 3. Upon determination that all requirements for renewal have been met, the application form signed by the Superintendent (if required), the verification worksheet signed by the CCLPDC, and the proper fee paid by the applicant should be forwarded by the applicant to the Ohio Department of Education for issuance of the certificate or license.
- 4. Applicants will be notified of the CCLPDC's decision by April 30.
- 5. The Intent to Appeal Form must be on file with the CCLPDC within thirty (30) days of the CCLPDC's decision.

J. <u>Grandfather Clause</u>

- 1. The committee will not deny credit for any coursework (semester or quarter hours), CEU's, or time-in-service accumulated which satisfies the requirements under the 1987 standards for certificate renewals or upgrades.
- 2. CEU's completed prior to July 1, 1998, are Ohio Department of Education approved.
- 3. Professional development activities after July 1, 1998, must meet the requirements of the CCLPDC.

K. Appeals Procedure

1. Reconsideration

After filing an Intent to Appeal Form, the educator will meet with the CCLPDC in person to discuss the IPDP.

2. <u>Appeals Committee</u>

If the CCLPDC and educator cannot come to an agreement, the decision will be reviewed by the Appeals Committee.

3. The decision of the Appeals Committee will be final.

L. Appeals Committee

- 1. The committee will be comprised of five members as follows:
 - a. three teachers
 - b. one district administrator
 - c. one licensed educator selected by the appealing educator
- 2. The teacher members and district administrator members will be selected in accordance with B.3. of this Article.

- 3. In the event of a conflict of interest, the committee member will be replaced during the appeal of that decision in accordance with B.3. of this Article.
- 4. Appeals Committee Members will receive a twenty-dollar (\$20) stipend per decision reviewed. The stipend will be paid in a separate check no later than September 1.
- 5. All Appeals Committee members will be designated by June 30 and will be available to rule on an appealed decision beginning July 1 of the appropriate year. Members for the CCLPDC will serve a one-year term ending on June 30.
- 6. The Appeals Committee will elect a chairperson who will designate a recorder.

M. <u>Conflict of Interest/Change of Status</u>

- 1. CCLPDC and Appeals Committee members may not participate as a decision-maker for items presented by themselves or an immediate family member.
- 2. No current CCLPDC member can be on the Appeals Committee. If an alternate was involved in the decision under appeal, he/she may not be a member of the Appeals Committee during the appeal of that decision.
- 3. Any CCLPDC teacher member or teacher alternate who accepts an administrative position will immediately vacate his/her seat on the committee as a teacher member.
- 4. Any CCLPDC administrative member or administrative alternate who accepts a teacher position will immediately vacate his/her seat on the committee as an administrative member.
- 5. Any CCLPDC member or alternate who leaves the employment of the district will vacate his/her seat on the committee no later than his/her last working day.

N. Maintenance of Records

The chairperson will be responsible for the maintenance of the records.

O. <u>Equipment and Facilities</u>

The Board of Education will provide supplies, materials, equipment and facilities to carry out the work of the CCLPDC.

P. Amendments

These by-laws may be amended, modified, or supplemented in any respect not prohibited by law under the following procedures: The amendment, modification, or supplement shall be approved by 2/3 vote of the CCEA Executive Committee and the Superintendent. Any amendment, modification, or supplement shall thereupon become binding upon all members. The Board of Education would then be given a copy of said amendment within thirty (30) days following adoption.

Q. Removal of CCLPDC Members

Any CCLPDC member who is deemed not fulfilling his or her professional responsibilities by the other four (4) CCLPDC members will be removed from the committee.

R. Reciprocity

The CCLPDC will accept the IPDP of educators hired by the Coshocton City Schools.

ARTICLE 25 CONTRACTS

The Board shall provide each teacher individually written contracts in keeping with the provisions of the Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the sub-section of the policy.

- A. Any agreement to act as supervisor for extra-curricular activities, for which additional compensation is to be paid, shall be by supplemental contract.
- B. Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to August 10 of a change in assignment.
 - Persons involved in any changes in assignment will be consulted before changes are made on his/her contract.
- C. In consideration of the services rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, according to degree and years' experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule.
- D. Teachers shall be employed pursuant to a school calendar requiring a total of not more than 182 1/2 days. Teachers new to the district may be required to attend a two (2) day, or its equivalent time, inservice orientation. Days missed due to calamity circumstances shall be made up in accordance to options agreed upon between the Board and Association.
- E. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.
- F. Each teacher before signing a contract shall have been notified as required by Section 3307.21 of the Revised Code as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of his/her employment.
- G. The President and Treasurer of the Board, by affixing their signatures to a contract, represent that all necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher.
- H. Teachers who have obtained continuing contract status in other Ohio school districts prior to their employment at Coshocton will be offered either a one (1) or two (2) year contract upon employment by Coshocton. Upon successful completion of two years of teaching in the district and if re-employed by the Board said teacher shall receive a continuing contract.
- I. Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year probationary contract upon initial employment. Upon completion of this contract the teacher will be eligible for another one (1) year probational contract. After the successful completion of the second one (1) year probationary contract, the teacher will be eligible for a two (2) year limited contract. Following the successful completion of the first two (2) year limited contract, subsequent contracts shall be three (3) year limited contracts until such time as a teacher may qualify for tenure. If, at any time, it is determined through the regular evaluation procedures that a teacher's performance of his/her professional responsibilities has deteriorated below acceptable levels, that teacher may be awarded a

- one (1) year probationary contract with recommendations for improvement. Satisfactory improvement as determined by the regular evaluation procedure shall be cause to return the teacher to the regular three (3) year limited contract.
- J. All teachers hired may be granted ten (10) years experience on the salary schedule which is in effect at the time their contract begins pursuant to the Ohio Revised Code. The Board and the Superintendent may grant additional years of experience as deemed necessary. Years of experience credit will be granted for the following: Private school teaching experience in chartered schools; L.D. tutoring; out-of-state experience in accredited schools; foreign teaching experience in accredited military schools or as an exchange teacher. Public and private college or university experience may be granted by the Board and administration.

A year of experience shall be defined as one hundred twenty (120) days or its equivalent as defined in the Ohio Revised Code.

K. Prior to official Board action, the building principal will inform the teacher of his/her recommendations as to length of contracts.

ARTICLE 26 SALARY

SECTION I

The salary schedule shall contain the following divisions: Non-degree, ND; Baccalaureate, BA; Baccalaureate plus fifteen (15) hours, BA + 15; Masters, MA; Masters plus fifteen (15) graduate hours, MA + 15; Masters plus thirty (30) graduate hours, MA + 30; and the Masters plus forty-five (45) graduate hours, MA + 45.

Three (3) quarter hours of college credit shall equal two (2) semester hours of college credit. Experience steps shall begin with 0 and move on consecutively through 13, then step 18, then step 27, then step 33.

Salary payments shall be made in twenty--four (24), more or less, equal payments. Payday shall be on the 15th and 30th of the month beginning in October of 2015. If a payday occurs on a weekend or holiday, the payday will be the preceding business day. The first pay of each school year will occur on September 15th. The Treasurer will adjust a teacher's salary for the year, due to additional college training, (including graduate credits earned towards National Board Certification through American Council on Education), if verified by official transcript by September 15 and/or January 15. For paydays during which school is not in session on Friday, the payment will be provided the Thursday prior. If school is cancelled on a Friday payday due to emergency conditions, the checks will be available at the office of the Treasurer from 10:00 a.m. to 2:00 p.m. unless otherwise announced.

Unpaid leave days will be deducted evenly over six (6) payrolls following the start of unpaid time. Those deductions will be in no less than full day increments. At the employee's request, the deductions may be taken in fewer payrolls. The employer will notify the employee if this deduction schedule will not adequately cover the unpaid time and there must be a cessation of pay or reduction over fewer payrolls.

The school year will be 182 ½ days and the Teacher's work day will be 7 hours and 20 minutes.

SECTION II: PAYROLL DEDUCTIONS

The Coshocton City Board of Education agrees to furnish the following deductions for individual teachers:

- 1. Professional Organizations as listed on O.E.A. Membership Form (deducted in twenty (20) more or less equal deductions)
- 2. Tax Sheltered Annuities
- 3. Washington National Insurance
- 4. American Family Life Assurance Co.
- 5. United Way
- 6. United States Savings Bonds, deductions of total amount or multiples of \$9.375 must be taken (alternate \$9.38 and \$9.37)
- 7. Political Contributions
- 8. Coshocton Federal Credit Union
- 9. Paycheck Direct Deposits
- 10. Kid's America and other fitness club memberships
- 11. CCEA Scholarship Fund

Individual requests and the completed authorization forms must be filed with the Treasurer before September 15th of each year; all deductions listed above will be deducted in equal increments.

SECTION III: EXTENDED SERVICE

Extended Service will be calculated by dividing the number of days in the contracts into the regular base salary and multiplying by the number of days of extended service. Extended service will be governed by the regulations of the State Department of Education and the Board in the following positions:

1.	H.S. Family Consumer Science	10 days
2.	H.S. School Counselor	20 days
3.	H.S. Instrumental Music	20 days
4.	H.S. Librarian	10 days
5.	H.S. Industrial Technology	5 days
6.	Elementary Librarian	10 days
7.	Elementary School Counselor	5 days
8.	Athletic Director	10 days
9.	Career-Based Intervention	15 days

As the above regular positions become open, extended service contracts will be determined by the Ohio Revised Code and the Board.

SECTION IV: CERTIFIED LICENSED STAFF INDEX

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ee
511
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405
326
265
721
196
590
204
738

<u>2018 - 2019</u>

							Non-
Step	ВА	BA15	MA	MA15	MA30	MA45	Degree
0	\$ 34,278	\$ 35,666	\$ 37,109	\$ 38,614	\$ 40,177	\$ 41,805	\$ 32,945
1	\$ 35,666	\$ 37,109	\$ 38,614	\$ 40,177	\$ 41,805	\$ 43,499	\$ 34,278
2	\$ 37,109	\$ 38,614	\$ 40,177	\$ 41,805	\$ 43,499	\$ 45,261	\$ 35,666
3	\$ 38,614	\$ 40,177	\$ 41,805	\$ 43,499	\$ 45,261	\$ 47,091	\$ 37,109
4	\$ 40,177	\$ 41,805	\$ 43,499	\$ 45,261	\$ 47,091	\$ 49,000	\$ 38,614
5	\$ 41,805	\$ 43,499	\$ 45,261	\$ 47,091	\$ 49,000	\$ 50,985	\$ 40,177
6	\$ 43,499	\$ 45,261	\$ 47,091	\$ 49,000	\$ 50,985	\$ 53,049	\$ 41,805
7	\$ 45,261	\$ 47,091	\$ 49,000	\$ 50,985	\$ 53,049	\$ 55,198	\$ 43,499
8	\$ 47,091	\$ 49,000	\$ 50,985	\$ 53,049	\$ 55,198	\$ 57,433	\$ 45,261
9	\$ 49,000	\$ 50,985	\$ 53,049	\$ 55,198	\$ 57,433	\$ 59,760	\$ 47,091
10	\$ 50,985	\$ 53,049	\$ 55,198	\$ 57,433	\$ 59,760	\$ 62,180	
11	\$ 53,049	\$ 55,198	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	
12	\$ 55,198	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	
13	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	
14	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	
15	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	
16	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	
17	\$ 57,433	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	
18	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
19	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
20	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
21	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
22	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
23	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
24	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
25	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
26	\$ 59,760	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	
27	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
28	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
29	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
30	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
31	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
32	\$ 62,180	\$ 64,696	\$ 67,319	\$ 70,044	\$ 72,882	\$ 75,833	
33	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
34	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
35	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
36	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
37	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
38	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
39	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	
40	\$ 64,600	\$ 67,212	\$ 69,941	\$ 72,772	\$ 75,720	\$ 78,785	

<u>2019 - 2020</u>

							Non-
Step	ВА	BA15	MA	MA15	MA30	MA45	Degree
0	\$ 35,306	\$ 36,736	\$ 38,222	\$ 39,772	\$ 41,382	\$ 43,059	\$ 33,933
1	\$ 36,736	\$ 38,222	\$ 39,772	\$ 41,382	\$ 43,059	\$ 44,803	\$ 35,306
2	\$ 38,222	\$ 39,772	\$ 41,382	\$ 43,059	\$ 44,803	\$ 46,618	\$ 36,736
3	\$ 39,772	\$ 41,382	\$ 43,059	\$ 44,803	\$ 46,618	\$ 48,503	\$ 38,222
4	\$ 41,382	\$ 43,059	\$ 44,803	\$ 46,618	\$ 48,503	\$ 50,470	\$ 39,772
5	\$ 43,059	\$ 44,803	\$ 46,618	\$ 48,503	\$ 50,470	\$ 52,514	\$ 41,382
6	\$ 44,803	\$ 46,618	\$ 48,503	\$ 50,470	\$ 52,514	\$ 54,640	\$ 43,059
7	\$ 46,618	\$ 48,503	\$ 50,470	\$ 52,514	\$ 54,640	\$ 56,853	\$ 44,803
8	\$ 48,503	\$ 50,470	\$ 52,514	\$ 54,640	\$ 56,853	\$ 59,155	\$ 46,618
9	\$ 50,470	\$ 52,514	\$ 54,640	\$ 56,853	\$ 59,155	\$ 61,552	\$ 48,503
10	\$ 52,514	\$ 54,640	\$ 56,853	\$ 59,155	\$ 61,552	\$ 64,045	
11	\$ 54,640	\$ 56,853	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	
12	\$ 56,853	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	
13	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	
14	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	
15	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	
16	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	
17	\$ 59,155	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	
18	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
19	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
20	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
21	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
22	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
23	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
24	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
25	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
26	\$ 61,552	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	
27	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
28	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
29	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
30	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
31	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
32	\$ 64,045	\$ 66,637	\$ 69,337	\$ 72,144	\$ 75,068	\$ 78,107	
33	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
34	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
35	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
36	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
37	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
38	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
39	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	
40	\$ 66,538	\$ 69,228	\$ 72,038	\$ 74,955	\$ 77,991	\$ 81,147	

<u>2020 - 2021</u>

							Non-
Step	ВА	BA15	MA	MA15	MA30	MA45	Degree
0	\$ 36,189	\$ 37,655	\$ 39,178	\$ 40,767	\$ 42,417	\$ 44,136	\$ 34,781
1	\$ 37,655	\$ 39,178	\$ 40,767	\$ 42,417	\$ 44,136	\$ 45,924	\$ 36,189
2	\$ 39,178	\$ 40,767	\$ 42,417	\$ 44,136	\$ 45,924	\$ 47,784	\$ 37,655
3	\$ 40,767	\$ 42,417	\$ 44,136	\$ 45,924	\$ 47,784	\$ 49,716	\$ 39,178
4	\$ 42,417	\$ 44,136	\$ 45,924	\$ 47,784	\$ 49,716	\$ 51,732	\$ 40,767
5	\$ 44,136	\$ 45,924	\$ 47,784	\$ 49,716	\$ 51,732	\$ 53,828	\$ 42,417
6	\$ 45,924	\$ 47,784	\$ 49,716	\$ 51,732	\$ 53,828	\$ 56,006	\$ 44,136
7	\$ 47,784	\$ 49,716	\$ 51,732	\$ 53,828	\$ 56,006	\$ 58,275	\$ 45,924
8	\$ 49,716	\$ 51,732	\$ 53,828	\$ 56,006	\$ 58,275	\$ 60,635	\$ 47,784
9	\$ 51,732	\$ 53,828	\$ 56,006	\$ 58,275	\$ 60,635	\$ 63,092	\$ 49,716
10	\$ 53,828	\$ 56,006	\$ 58,275	\$ 60,635	\$ 63,092	\$ 65,647	
11	\$ 56,006	\$ 58,275	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	
12	\$ 58,275	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	
13	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	
14	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	
15	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	
16	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	
17	\$ 60,635	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	
18	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
19	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
20	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
21	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
22	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
23	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
24	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
25	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
26	\$ 63,092	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	
27	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
28	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
29	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
30	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
31	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
32	\$ 65,647	\$ 68,303	\$ 71,072	\$ 73,949	\$ 76,945	\$ 80,061	
33	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
34	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
35	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
36	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
37	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
38	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
39	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	
40	\$ 68,202	\$ 70,959	\$ 73,840	\$ 76,829	\$ 79,942	\$ 83,177	

SECTION V: CERTIFICATED/LICENSED STAFF SALARY

Salary will be increased by three and one-half percent (3.5%) on the current base for the 2018-2019 school year; by three percent (3%) on the base for the 2019-2020 school year; and by two and one-half percent (2.5%) on the base for the 2020-2021 school year.

All bargaining unit members employed for the 2011-2012 and currently employed shall move two (2) experience steps on the salary schedule for the 2018-2019 school year.

SECTION VI: STRS PICK UP (WITH REDUCTION)

The Board of Education of the Coshocton City School District herewith agrees with the Coshocton City Education Association to pick up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

- 1. The amount to be picked-up and paid on behalf of each employee shall be ten percent (10%) of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.
- 2. The pick-up percentage shall apply uniformly to all members of the bargaining unit, including rehired retirees.
- 3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
- 4. The pick-up shall become effective August 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.

SECTION VII: TUTORS

Tutors shall be compensated at the rate of twenty dollars (\$20.00) per hour. If a Tutor works the equivalent of one-half (1/2) time or more, he/she shall be entitled to proportionate insurance benefits. Tutors shall be employed under one (1) year limited contracts and shall receive notice of employment for the following school year prior to the end of the current school year. Tutors will be compensated for no shows if time is spent in approved contact with students (i.e. proficiency intervention). In addition to the specified contact time, Tutors will be compensated for 1 (one) hour of planning time per week worked.

SECTION VIII: BACKGROUND CHECK FEE REIMBURSEMENTS

Beginning January 1, 2008, the Board of Education shall reimburse bargaining unit members for one hundred percent (100%) of the actual costs, not to exceed the lowest local available rate of the state and federal background checks required by the Ohio Revised Code, for licensure renewal. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

ARTICLE 27 SUPPLEMENTAL SALARY SCHEDULE

All supplementals and personal service contracts issued by the Board of Education for service to the school district shall be governed by the procedures set forth in Articles 5 and 26 of the Master Agreement.

All supplementals will be in compliance with Title IX and the Equal Pay Act of 1964 as amended in 1972. Supplemental contracts shall be issued to each teacher so designated.

All extra duty supplemental salaries will be increased by the same percentage as the base salary as it is increased, except those duties as listed below:

Building Level SYSOP

Level 1 \$1000

Level 2 \$2000

Level 3 \$3000

District needs for this position will be reviewed annually prior to supplemental postings. The Superintendent/Designee will approve pay levels recommended by the District Technology Coordinator and building principals. Pay levels will be based on building needs, skill of the sysop, and in accordance with job descriptions.

Class Covering

The Board agrees to compensate teachers (when requested by the building principal or Superintendent's representative) for the additional duties of supervising study halls or classes or other assigned duties, for other certificated/licensed personnel at the rate of \$13.20 per class period when such assignment takes the teacher's planning period.

Detention

The detention supervisor will be paid \$25.00 per detention period.

Drivers Education

Driving \$120.00 per student

Classroom Instruction \$25.00 per hour

Friday And Saturday School

The High School Friday/Saturday School supervisor shall be paid \$25.00 per hour.

The Elementary Friday/Saturday School supervisor shall be paid \$25.00 per hour.

Home, Summer School and Other Instruction

Home instructors shall be paid \$25.00 per hour.

Summer school instructors shall be paid \$30.00 per hour.

Planetarium shows \$25.00 per show per person (2 per show).

Pay for Apex or other online or credit-type courses shall be determined on an as-needed basis per the Superintendent's approval.

After School Intervention Programs shall be paid at \$25.00 per hour.

				2018/201 (FY19)	9		2019/2020 (FY20))	2020/2021 (FY21)			
			1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd	
Section			Year	Year	Year	Year	Year	Year	Year	Year	Year	
ı.	GENERAL	AFTER SCHOOL INTERVENTION COORDINATOR	\$1,829	\$ 2,125	\$ 2,463	\$ 1,884	\$ 2,189	\$ 2,537	\$ 1,931	\$ 2,244	\$ 2,600	
	02.12.0.0	HIGH SCHOOL	\$1,029	\$ 2,123	\$ 2,403	Ş 1,004	\$ 2,103	\$ 2,337	\$ 1,551	\$ 2,244	\$ 2,000	
		AFTER SCHOOL INTERVENTION COORDINATOR	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507	
		JUNIOR HIGH										
		AFTER SCHOOL INTERVENTION COORDINATOR	\$1 110	\$ 1,275	\$ 1,427	\$ 1 143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507	
		ELEMENTARY	71,110	Ψ 1,273	Ψ 1, 1 27	7 1,143	7 1,515	Ç 1,470	7 1,172	7 1,540	7 1,507	
		CLASS ADVISOR-SENIOR	\$1,873	\$ 2,125	\$ 2,463	\$ 1,929	\$ 2,189	\$ 2,537	\$ 1,977	\$ 2,244	\$ 2,600	
		CLASS ADVISOR HINIOR	64.072	¢ 2.425	¢ 2 462	4.4.020	¢ 2.400	£ 2 527	¢ 4.077	4 2 244	¢ 2.000	
		CLASS ADVISOR-JUNIOR	\$1,873	\$ 2,125	\$ 2,463	\$ 1,929	\$ 2,189	\$ 2,537	\$ 1,977	\$ 2,244	\$ 2,600	
		CLASS ADVISOR-SOPHOMORE	\$ 318	\$ 477	\$ 633	\$ 328	\$ 491	\$ 652	\$ 336	\$ 503	\$ 668	
		CLASS ADVISOR-FRESHMAN	\$ 318	\$ 477	\$ 633	\$ 328	\$ 491	\$ 652	\$ 336	\$ 503	\$ 668	
		OUIZTEAM	42.000	¢ 2 224	£ 2 204	Å 2.422	¢ 2 200	£ 2.456	A 2.475	A 2 245	A 2 547	
		QUIZ TEAM	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,517	
		RAP	\$ 709	\$ 787	\$ 866	\$ 730	\$ 811	\$ 892	\$ 748	\$ 831	\$ 914	
		SAFETY PATROL ADVISOR	\$ 797	\$ 943	\$ 1,088	\$ 821	\$ 971	\$ 1,121	\$ 842	\$ 995	\$ 1,149	
		PROM PROMISE	ć 477	ć (22	ć 700	\$ 491	ć (F2	ć 014	ć F02	¢ ((0)	ć 024	
		F NOIVI F NOIVII SE	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		MEDIA RELATIONS (one position per building)	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
II.	CLUBS	ART CLUB ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		ASTRO CLUB	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		ASTRO CLOB	\$ 4//	Ş 033	750 ډ	Ş 431	\$ 032	2 014	\$ 303	\$ 000	Ş 654	
		CHESS CLUB	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		ERNIE'S CLUB (AKA SADD)	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		FCCLA. ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
			T		7			7	7 232	7	7	
		GERMAN CLUB ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		NADVETRIAL ARTS SLUB ARVISOR										
		INDUSTRIAL ARTS CLUB ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		INTERACT CLUB	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		SKI CLUB ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834	
		SPANISH CLUB ADVISOR	¢ 477	ć (22	ć 700	ć 401	ć (F2	ć 014	ć F02	¢ ((0)	ć 024	
		STANISH CLOB ADVISOR	\$ 4//	\$ 633	\$ 790	\$ 491	\$ 652	\$ 614	\$ 503	\$ 000	\$ 834	
		KEY CLUB ADVISOR	\$ 953	\$ 1,110	\$ 1,275	\$ 982	\$ 1,143	\$ 1,313	\$ 1,007	\$ 1,172	\$ 1,346	
		VARSITY C' ADVISOR	\$ 953	\$ 1,110	\$ 1,275	\$ 982	\$ 1,143	\$ 1,313	\$ 1,007	\$ 1,172	\$ 1,346	
	MUSIC/THEATER	BAND DIRECTOR	\$4.077	\$ 4,392	\$ /1 711	\$ 4 100	\$ 4,524	\$ 4 852	\$ 4 204	\$ 1627	\$ 4,973	
	WOSIC/ INCATER		74,077	4,352	+,/11	پورو. د ب	4,324 ب	4,05∠ ب	4,304 ب	/ دی,4 ب	7 4,313	
		ASST. BAND DIRECTOR	\$2,073	\$ 2,231	\$ 2,396	\$ 2,135	\$ 2,298	\$ 2,468	\$ 2,188	\$ 2,355	\$ 2,530	
		COLOR GUARD COORDINATOR		\$ 2,231 O	\$ 2,396	\$ 2,135	\$ 2,298	\$ 2,468	\$ 2,188	\$ 2,355	\$ 2,530	

			2018	/2019 (FY1	.9)	2019/2	2020 (FY20)	2020/2	021 (FY21)	
			1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
			Year	Year	Year	Year	Year	Year	Year	Year	Year
		PERCUSSION DIRECTOR	\$2,073	\$ 2,231	\$ 2,396	\$ 2,135	\$ 2,298	\$ 2,468	\$ 2,188	\$ 2,355	\$ 2,530
		ELEMENTARY BAND	\$ 953	\$ 1,110	\$ 1,275	\$ 982	\$ 1,143	\$ 1,313	\$ 1,007	\$ 1,172	\$ 1,346
		ELEMENTARY CHOIR	\$ 953	\$ 1,110	\$ 1,275	\$ 982	\$ 1,143	\$ 1,313	\$ 1,007	\$ 1,172	\$ 1,346
		CHOIR DIRECTOR	\$4,077	\$ 4,392	\$ 4,711	\$ 4,199	\$ 4,524	\$ 4,852	\$ 4,304	\$ 4,637	\$ 4,973
		CONTESTS MUSIC 7TH & 8TH	\$ 135	\$ 135	\$ 135	\$ 139	\$ 139	\$ 139	\$ 142		\$ 142
			Ų 133	7 133	7 133	7 133	V 133	7 155	y 142	y 1-12	y 142
		THEATER DIRECTOR [EACH PRODUCTION AS AUTHORIZED]	\$1,275	\$ 1,473	\$ 1,904	\$ 1,313	\$ 1,517	\$ 1,961	\$ 1,346	\$ 1,555	\$ 2,010
	NHS	NATIONAL HONOR SOCIETY ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834
		JUNIOR HIGH NATIONAL HONOR SOCIETY ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834
	SCIENCE FAIR	SCIENCE OLYMPIAD [7-8]	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507
		SCIENCE OLYMPIAD [9-12]	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507
		SCIENCE FAIR ADVISOR [ELEM]	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834
	STUDENT COUNCIL	STUDENT COUNCIL ADVISOR [9TH-12TH]	\$1,829	\$ 2,125	\$ 2,463	\$ 1,884	\$ 2,189	\$ 2,537	\$ 1,931	\$ 2,244	\$ 2,600
		STUDENT COUNCIL ADVISOR [7TH-8TH]	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507
		STUDENT COUNCIL ADVISOR	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507
		{ELEMENTARY}									
	PUBLICATIONS	RED AND BLACK NEWSPAPER ADVISOR	\$1,110	\$ 1,275	\$ 1,427	\$ 1,143	\$ 1,313	\$ 1,470	\$ 1,172	\$ 1,346	\$ 1,507
		JUNIOR HIGH NEWSPAPER ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834
		ELEMENTARY NEWSPAPER ADVISOR	\$ 477	\$ 633	\$ 790	\$ 491	\$ 652	\$ 814	\$ 503	\$ 668	\$ 834
		TOMAHAWK YEARBOOK ADVISOR	\$2,851	\$ 3,173	\$ 3,491	\$ 2,937	\$ 3,268	\$ 3,596	\$ 3,010	\$ 3,350	\$ 3,686
		YEARBOOK ADVISOR [7TH-8TH]	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		YEARBOOK ADVISOR {ELEMENTARY}	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
III.	TEACHER LEADERSHIP	SPECIAL EDUCATION CES	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
	ELIPERIUM"	SPECIAL EDUCATION CHS	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		ENGLISH LANGUAGE ARTS	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		MATHEMATICS	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		UNIFIED ARTS CES	\$1,294	\$ 1,484	\$ 1.663	\$ 1 333	\$ 1,529	\$ 1.713	\$ 1366	\$ 1,567	\$ 1,756

			2018	/2019 (FY1	9)	2019/2	2020 (FY20)	2020/2	021 (FY21)	
			1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
			Year	Year	Year	Year	Year	Year	Year	Year	Year
		UNIFIED ARTS CHS	¢1 204	¢ 1 404	¢ 1 662	ć 1 222	ć 1 F20	ć 1 712	\$ 1,366	¢ 1 567	¢ 1.756
		ONTIED ANTICIS	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,300	\$ 1,567	\$ 1,756
		SCIENCE	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		SOCIAL STUDIES	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
		GRADE LEVEL LEADERS (K-12)	\$1,294	\$ 1,484	\$ 1,663	\$ 1,333	\$ 1,529	\$ 1,713	\$ 1,366	\$ 1,567	\$ 1,756
v.	ATHLETICS										
	All years of experier	nce earned coaching within a sport will count t	oward placer	nent in the	salary colu	umns excep	t for				
	coaches moving to a	head varsity coaching position. They will star	t at Year 1.								
	In the event there a	re not enough athletes to participate in a sport	for a given s	eason							
		lary will not be paid.		cuson,							
	ATHLETIC DIRECTOR		\$6,660	\$ 6,980	\$ 7,314	\$ 6,860	\$ 7,189	\$ 7,533	\$ 7,032	\$ 7,369	\$ 7,721
	BASKETBALL	HEAD VARSITY BOYS BASKETBALL	\$6,030	\$ 6,346	\$ 6,659	\$ 6,211	\$ 6,536	\$ 6,859	\$ 6,366	\$ 6,699	\$ 7,030
		ASSISTANT VARSITY BOYS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		RESERVE BOYS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		9th GRADE BOYS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		8th GRADE BOYS BASKETBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
		7th GRADE BOYS BASKETBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
		HEAD VARSITY GIRLS BASKETBALL	\$6,030	\$ 6,346	\$ 6,659	\$ 6,211	\$ 6,536	\$ 6,859	\$ 6,366	\$ 6,699	\$ 7,030
		ASSISTANT VARSITY GIRLS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		RESERVE GIRLS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		9th GRADE GIRLS BASKETBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		8th GRADE GIRLS BASKETBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
		7th GRADE GIRLS BASKETBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
	DACEDALI	HEAD WARSITY BASERALI	¢2.050	¢ 2 472	¢ 2 404	6 2 020	¢ 2.200	¢ 2 F0C	¢ 2.000	ć 2.2F0	
	BASEBALL	HEAD VARSITY BASEBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
		ASSISTANT VARSITY BASEBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
		RESERVE BOYS BASEBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
		ASSISTANT RESERVE BOYS BASEBALL	\$ 836	\$ 1,045	\$ 1,303	\$ 861	\$ 1,076	\$ 1,342	\$ 883	\$ 1,103	\$ 1,376

		2018	/2019 (FY1	.9)	2019/2020 (FY20)			2020/2	021 (FY21)		
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rc	
		Year	Year	Year	Year	Year	Year	Year	Year	Yea	
CHEERLEADING	HEAD VARSITY CHEERLEADER ADVISOR	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,6	
	ASSISTANT VARSITY CHEERLEADER ADVISOR	\$1,275	\$ 1,589	\$ 1,904	\$ 1,313	\$ 1,637	\$ 1,961	\$ 1,346	\$ 1,678	\$ 2,0	
	CHEERLEADER ADVISOR [7TH-8TH]	\$1,275	\$ 1,589	\$ 1,904	\$ 1,313	\$ 1,637	\$ 1,961	\$ 1,346	\$ 1,678	\$ 2,0	
FOOTBALL	HEAD VARSITY FOOTBALL	\$6,030	\$ 6,346	\$ 6,659	\$ 6,211	\$ 6,536	\$ 6,859	\$ 6,366	\$ 6,699	\$ 7,0	
	ASST. VARSITY FOOTBALL [4 POSITIONS]	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	9TH GRADE FOOTBALL [2 POSITIONS]	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	8TH GRADE FOOTBALL [2 POSITIONS]	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
	7TH GRADE FOOTBALL [2 POSITIONS]	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
GOLF	HEAD VARSITY GOLF	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
INTRAMURALS	INTRAMURALS	\$1,275	\$ 1,589	\$ 1,904	\$ 1,313	\$ 1,637	\$ 1,961	\$ 1,346	\$ 1,678	\$ 2,	
SOCCER	HEAD VARSITY BOYS/GIRLS SOCCER	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	ASSISTANT VARSITY BOYS/GIRLS SOCCER	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
SOFTBALL	HEAD VARSITY SOFTBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	ASSISTANT VARSITY SOFTBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
	RESERVE VARSITY SOFTBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
	ASSISTANT RESERVE SOFTBALL	\$ 836	\$ 1,045	\$ 1,303	\$ 861	\$ 1,076	\$ 1,342	\$ 883	\$ 1,103	\$ 1,	
SWIMMING	HEAD VARSITY SWIMMING	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	ASSISTANT VARSITY SWIMMING	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
TENNIS	HEAD VARSITY BOYS TENNIS	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
TRACK	HEAD VARSITY BOYS TRACK	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	ASSISTANT VARSITY BOYS TRACK	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
	7TH & 8TH GRADE BOYS TRACK	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,	
	HEAD VARSITY GIRLS TRACK	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,	
	ASSISTANT VARSITY GIRLS TRACK	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,	
	7TH & 8TH GRADE GIRLS TRACK	\$2,060	\$ 2,221	\$ 2 384	\$ 2 122	\$ 2,288	\$ 2 456	\$ 2175	\$ 2,345	\$ 2.	

		2018,	/2019 (FY1	9)	2019/2	2020 (FY20)	2020/2	021 (FY21)	
		1st	2nd	3rd	1st	2nd	3rd	1st	2nd	3rd
		Year	Year	Year	Year	Year	Year	Year	Year	Year
VOLLEYBALL	HEAD VARSITY VOLLEYBALL	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
	ASSISTANT VARSITY VOLLEYBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
	RESERVE VARSITY ASSISTANT VOLLEYBALL	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
	9TH GRADE VOLLEYBALL	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,517
	8TH GRADE VOLLEYBALL	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,517
	7TH GRADE VOLLEYBALL	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,517
WEIGHT TRAINING	WEIGHT TRAINING	\$ 899	\$ 1,052	\$ 1,208	\$ 926	\$ 1,084	\$ 1,244	\$ 949	\$ 1,111	\$ 1,275
WRESTLING	HEAD VARSITY WRESTLING	\$2,850	\$ 3,173	\$ 3,491	\$ 2,936	\$ 3,268	\$ 3,596	\$ 3,009	\$ 3,350	\$ 3,686
	ASSISTANT VARSITY WRESTLING	\$2,221	\$ 2,538	\$ 2,850	\$ 2,288	\$ 2,614	\$ 2,936	\$ 2,345	\$ 2,679	\$ 3,009
	7th & 8th GRADE WRESTLING	\$2,060	\$ 2,221	\$ 2,384	\$ 2,122	\$ 2,288	\$ 2,456	\$ 2,175	\$ 2,345	\$ 2,517
	7th & 8th GRADE WRESTLING ASSISTANT	\$ 836	\$ 1,045	\$ 1,303	\$ 861	\$ 1,076	\$ 1,342	\$ 883	\$ 1,103	\$ 1,376

ARTICLE 28 OHIO RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator License will be issued beginning in 2011. The Resident Educator Program will be a Program administered and funded by the Coshocton City School District.

This program shall not replace the negotiated employee evaluation system.

B. DEFINITIONS

1. Resident Educator Program

The four-year program created by HB1 designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license, an alternative Resident Educator License of any type, or a one-year out of state educator license.

4. ORE District Administrator

The District Administrator is appointed by the Superintendent to oversee the Resident Educator Program. The District Administrator may also serve as Program Coordinator at the discretion of the Superintendent.

5. Program Coordinator

The Program Coordinator is responsible for planning, implementing, and reporting on the Resident Educator program; communicating Resident Educator program information to any teacher(s) who may be eligible for the Resident Educator program; and registering Resident Educators in the state's CORE system.

6. Mentor Leader

The Mentor Leader is a teacher responsible for helping to plan and implement the Resident Educator program; communicating Resident Educator program information to Mentors and Resident Educators; and overseeing the Mentors and Resident Educators for their assigned year of the program.

7. ORE Leadership Team

The ORE Leadership Team refers to the Coshocton City Schools Ohio Resident Educator Mentor Leadership Team. The team will be comprised of a District Administrator, a Program Coordinator, and Mentor Leaders.

8. Facilitator

A Resident Educator Summative Assessment (RESA) facilitator supports third-year resident educators in preparing for the Resident Educator Summative Assessment (RESA).

A facilitator may also be assigned to support fourth or fifth year Resident Educators who are still in the process of completing licensure requirements.

C. TEAM

1. <u>Team Makeup</u>

- a. District Administrator appointed by the Superintendent.
- b. Program Coordinator appointed by the Superintendent or District Administrator.
- c. Up to three Mentor Leaders may be selected, as needed, based on the recommendation of the Program Coordinator. These positions will be awarded through supplemental contract at the September board meeting.
- d. One high school administrator and one elementary administrator appointed by the District Administrator.

2. Responsibilities

- a. collaborate in the administration of the program, selection and assignment of Mentors;
- b. provide for the training of Mentor/Facilitators and Resident Educators;
- c. review the program's effectiveness;
- d. address/solve Mentor/Facilitator/Resident Educator concerns, issues, problems; and
- e. comply with ODE and statutory requirements.

D. MENTOR/FACILITATORS

1. Qualifications

- a. The Mentor/Facilitator must be approved by his/her building administrator and the District Administrator with input from the Mentor Leaders.
- b. The Mentor/Facilitator must be trained through the Ohio Department of Education Instructional Mentoring program. Mentor/Facilitators must also be willing to complete additional training as required by the Ohio Department of Education (ODE).

2. Selections

The Program Coordinator, with input from Mentor Leaders, shall work cooperatively with building principals in assigning Mentor/Facilitators to Resident Educators.

3. Training

Mentor/Facilitators shall be provided with the following:

- a. An orientation to mentoring responsibilities; and
- b. State required mentor training.

4. Responsibilities

a. The Mentor/Facilitator shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.

- b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
- c. The Mentor/Facilitator will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.
- d. The Mentor/Facilitator will attend regional Mentor network meetings.
- e. The Mentor/Facilitator will attend Coshocton City Schools' regularly scheduled Ohio Resident Educator meetings along with his/her Resident Educator(s).
- f. The Mentor/Facilitator does not have a formal evaluative role. The Mentor/Facilitator's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

- Each Mentor/Facilitator shall be granted release time for direct mentoring activities.
 Release time shall be separate from any other release time covered under this
 Agreement and shall be coordinated by the Program Coordinator and building administrator.
- b. Each Mentor/Facilitator shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

E. COMPENSATION

- 1. Release time shall be provided to the Mentor/Facilitator and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor may be assigned is three (3) per year.
- 2. In addition to the mutually agreed upon release time, each Mentor Leader will earn a stipend of \$1500. A Mentor Leader also acting as a Mentor will earn both stipends.
- 3. Mentors shall receive a stipend of \$1000 for their first Resident Educator. If a second Resident Educator is assigned, the Mentor shall receive an additional \$750. If a third Resident Educator is assigned, the Mentor shall receive an additional \$500.
- 4. A Facilitator shall receive a stipend of \$1000. The Facilitator's role is to provide general guidance. A Facilitator may be assigned up to ten Resident Educators for the \$1000 stipend.
- 5. The stipend is to be paid in June of that school year.
- 6. The District will pay all training fees required for Mentor/Facilitators to receive the mandatory ODE state mentor training.
- 7. Inactive Mentor/Facilitators shall not receive compensation.

F. RESIDENT EDUCATOR

1. Each Resident Educator shall be given an initial orientation on the following matters:

- a. The pupils and community to be served;
- b. School policies, procedures, and routines;
- c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
- d. The layout of the facilities of the assigned school building(s);
- e. The nature of the Resident Educator Program which will be provided; and
- f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
- 2. Each Resident Educator shall be provided with the following:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for beginning teachers;
 - c. Assistance in the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside of the District.
- 3. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor/Facilitator, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.
- 4. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.
- 5. An effort will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

G. PROTECTIONS

- 1. Other than a notation to the effect that a teacher served as a Mentor/Facilitator, the teacher's activities as a Mentor/Facilitator shall not be part of that staff member's evaluation.
- 2. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
- 3. Mentor/Facilitators shall not participate in the evaluation of their assigned Resident Educator.

- 4. Mentor/Facilitators shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
- 5. No Mentor/Facilitator shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Facilitator/Resident Educator discussions.
- 6. All interaction, written or oral, between the Mentor/Facilitator and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentor/Facilitator shall constitute grounds for immediate removal from his/her role as Mentor/Facilitator.
- 7. At any time, either the Mentor/Facilitator or the Resident Educator may exercise the option to have a new Mentor/Facilitator assigned. The Mentor/Facilitator and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
- 8. All members of the Team, Mentor/Facilitators, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or matters required to be disclosed by law, the Mentor/Facilitator shall report to the District Administrator.
- 9. Mentor/Facilitators shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
- 10. No Mentor/Facilitators shall participate in any informal or formal evaluation of their assigned Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of any Resident Educator.
- 11. The regular, district evaluation of the Mentor/Facilitator shall not be affected in any aspect by the Resident Educator Program or its demands.
- 12. Resident Educators shall be provided all due process provisions allowed by the master agreement and ORC.

H. PROGRAM REVIEW/REVISIONS

- 1. ORE Leadership Team The ORE Leadership Team may meet prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent.
- 2. Association/Board Association and Board representatives may meet to discuss the recommendations prior to the next school year.
- 3. Mentor/Facilitators In addition to meeting for program evaluation purposes, Mentor/Facilitators may meet on a periodic basis for coordination purposes.

I. RECORDS

1. The Team shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

- 2. Retention of records of the Resident Educator is the responsibility of the RE Program Coordinator. Program Coordinators should be aware of and follow the ODE Maintenance of Program Records Guidance Document.
- 3. In all cases, all *formative* work is the property of the Resident Educator and as such the Resident Educator reserves the right to share or not share previous work. The Resident Educator should retain copies of formative assessment tools and artifacts to serve as evidence of program completion.

ARTICLE 29 EMPLOYMENT OF RETIRED TEACHERS

In recognition of the enactment of Senate Bill 144, which eased re-employment restrictions for State Teachers Retirement System (STRS) Retirees, the following terms and conditions relating to the employment of Retirees will prevail in the Coshocton City School District:

- 1. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in the State of Ohio.
- 2. Where a teaching vacancy exists, the Board may consider and employ a Retiree upon the recommendation of the Superintendent after the provisions of Article 5 of this Agreement have been met.
- 3. A Retiree shall be paid at a BA level and at Step 0 of the salary schedule, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.
- 4. A Retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of employment of a Retiree through offering a new one-year limited contract which automatically expires shall be at the election of the Board and upon the recommendation of the Superintendent. The provisions of Article 10, Section II (Non-Renewal of Limited Contracts) of this Agreement shall not apply to Retirees. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.
- 5. A Retiree shall accumulate and may use sick leave in accordance with Article 4, Section I of this Agreement, but is not entitled to severance pay under Article 15 of this Agreement or under law upon the conclusion of employment as a Retiree.
- 6. Sick leave shall accrue at the rate of one and a quarter (1.25) days per month but shall not accumulate beyond the length of the one-year limited contract.
- 7. A Retiree shall be entitled to participate in all employee benefits provided to bargaining unit members.
- 8. A retiree employed by the Board shall be a member of the bargaining unit and shall be entitled to provisions of this Agreement except those explicitly stated. A Retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article 11 of this Agreement and/or Ohio Revised Code Section 3319.17.
- 9. A Retiree is eligible for any unfilled supplemental position after the first ten (10) days of the school year.

10. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Section 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, 3319.141, and 3319.17, and all other applicable laws, and this Article of the Agreement will not be grievable under the grievance procedures or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE 30 DURATION

SECTION I: DISTRIBUTION OF AGREEMENT

Copies of this agreement shall be reproduced and distributed by the Board to all teachers now and subsequently employed during the term of this agreement. Cost is to be borne by the Board.

SECTION II: WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter covered in the scope of negotiations and that this agreement was arrived at by the parties after the exercise of that right and opportunity.

SECTION III: CONTRARY TO LAW

If any provision of this agreement, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued, as determined by a court of competent jurisdiction, such provision, (only to the extent such provisions, application or agreement are in conflict with any federal or state law) application, or agreement shall be inoperative but the remaining provisions hereof shall remain in full force and effect, and the provisions in conflict will be re-negotiated to bring them into compliance.

SECTION IV: ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION V: DURATION

This Agreement between the Coshocton City Board of Education and the Coshocton City Education Association has been properly ratified by both parties and will become effective September 1, 2018 and shall remain in effect through June 30, 2021.

BOARD OF EDUCATION	COSHOCTON CITY EDUCATION ASSOCIATION
Orthur S. Bennett Je President	President President
Haustillie	al W Clark
Superintendent	11 4 00
Felicia Summey	SAL
9-21-2018	9-21-18
Date	Date

SCHEDULE OF BENEFITS

To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers. When you use other Providers who are outside of the PPO Network or who are Non-Contracting Providers, you are responsible for any balance due between the Provider's charge and the Allowed Amount, in addition to any Deductibles, Copayments, Coinsurance, and non-covered charges. All benefits are calculated based upon the Allowed Amount, not the Provider's charge. Refer to "How Claims are Paid" for additional information.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday
PPO Network Deductible per Benefit Period	
If you have single coverage:	\$250
If you have family coverage:	\$500
Non-PPO Network Deductible per Benefit Period	
If you have single coverage:	\$250
If you have family coverage;	\$500
PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	\$350
If you have family coverage:	\$700
Non-PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	\$850
If you have family coverage:	\$1,700
PPO Network Out-of-Pocket Maximum per Benefit Period Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$7,150
If you have family coverage:	\$14,300
Non-PPO Network Out-of-Pocket Maximum per Benefit Period	
Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$1,100
If you have family coverage:	\$2,200
Deductible and Out-of-Pocket Maximum Processing 1	Embedded

After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.

Under "Embedded processing," the Deductible applicable to single coverage must first be satisfied for at least one Covered Person within a family before Covered Services are payable for that Covered Person. After the Deductible has been met for that Covered Person, the Out-of-Pocket Maximum applicable to single coverage would then apply. Before Covered Services become payable for any other covered Dependents, the Deductible applicable to family coverage must be satisfied. After the family Deductible has been met, the Out-of-Pocket Maximum applicable to family coverage would then apply.

Any Excess Charges you pay for claims will not accumulate toward any applicable Coinsurance Limit or toward the Out-of-Pocket Maximum.

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit, Any amounts applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit.

You may be charged more than one Copayment per visit if multiple types of examinations are performed.

COMPREHENSIVE MAJOR MEDICAL B	SENEFIT MAXIMUMS PER COVERED PERSON
(per Benefit Perio	d unless otherwise shown)
Jobst Stockings	Two pair
Routine Hearing Examinations (Age 21 and over)	One examination
Routine Mammogram Services	One mammogram; limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests	One test
Routine Vision Examinations (Age 21 and over)	One examination
Skilled Nursing Facility Services	30 days

COINSURANCE AND COPAYMENTS FOR INSTITUTIONAL AND PROFESSIONAL CHARGES For Covered Services received from For Covered Services received from a Non-PPO Network or a a PPO Network Provider, Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or TYPE OF SERVICE you pay the following portion, based on the Allowed Amount Non-Contracting Amount (1) IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED. EMERGENCY ROOM SERVICES The Institutional charge for use of the \$50 Copayment, waived if admitted, not subject to the Deductible Emergency Room in an Emergency All other related Institutional charges and Emergency Room Physician's 0%, not subject to the Deductible charges in an Emergency The Institutional charge for use of the 10% 20% Emergency Room in a Non-Emergency Emergency Room Physician's charges 10% 20% in a Non-Emergency INPATIENT SERVICES Semi-Private Room and Board 10% 20% MENTAL HEALTH CARE, DRUG'ABUSE AND ALCOHOUSIN SERVICES Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds Mental Health Care, Drug Abuse and to the type of service received and is payable on the same basis as any other Alcoholism Services liness (e.g., emergency room visits for a Mental Iliness will be paid according to the Emergency Services section above). OUTPATIENT THERAPY SERVICES Chiropractic Services when performed 0%, not subject to the Deductible 20% in a Physician's office Outpatient Therapy Services when performed in a Physician's office or Urgent Care Facility Cardiac Rehabilitation Chemotherapy Dialysis Treatment Hyperbaric Therapy 0%, not subject to the Deductible 20% Occupational Therapy · Physical Therapy Pulmonary Therapy Radiation Therapy Respiratory. Therapy Speech Therapy

TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	Non-Contracting Provider, you pay
	COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE IS SPECIFIC	
Outpatient Therapy Services when performed in all other places of service Cardiac Rehabilitation Chemotherapy Chiropractic Services Dialysis Treatment Hyperbaric Therapy Occupational Therapy Pulmonary Therapy Radiation Therapy Respiratory Therapy Speech Therapy	10%	20%
PHYSICIAN/OFFICE SERVICES	11 N - E 1 VM (1) 美国电话记忆-	
Immunizations	0%, not subject to the Deductible	20%
Medically Necessary Office Visits	\$15 Copayment, not subject to the Deductible	20%
Urgent Care Office Visits	\$15 Copayment, not subject to the Deductible	20%
ROUTINE, PREVENTIVE AND WELLN	IESS SERVICES	
Preventive Services in accordance with state and federal law (2)	0%, not subject to the Deductible	20%
Routine Colonoscopy and Sigmoidoscopy (Ages 40-75)	0%, not subject to the Deductible	20%
Routine Anoscopy and Proctosigmoidoscopy (all ages) and Routine Colonoscopy and Sigmoidoscopy (other than ages 40-75) (3)	0%, not subject to the Deductible	20%
Routine Bone Density Tests (all ages)	0%, not subject to the Deductible	20%
Routine Hearing Examinations (Age 21 and over)	0%, not subject to the Deductible	20%
Routine Laboratory, X-ray and Medical Testing Services	0%, not subject to the Deductible	20%
Routine Mammograms	0%, not subject to the Deductible	20%
Routine Pap Tests	0%, not subject to the Deductible	20%
Routine Physical Examinations (Age 21 and over)	0%, not subject to the Deductible	20%

TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (1)
IF A DEDUCTIBLE APPLIES, AL "NOT SUBJEC	L COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE" IS SPECIFIC	T TO THE DEDUCTIBLE, UNLESS ALLY STATED.
Routine Vision Examinations (Age 21 and over)	0%, not subject to the Deductible	20%
Well Child Care Services (Under age 21)	0%, not subject to the Deductible	20%
SURGICAL SERVICES		
Inpatient Surgery	10%	20%
Medically Necessary Endoscopic Procedures (i.e, Colonoscopy, Sigmoidoscopy, etc.) when performed in a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%
Medically Necessary Endoscopic Procedures (i.e, Colonoscopy, Sigmoldoscopy, etc.) when performed in all other places of service	10%	20%
Outpatient Anesthesia, Assistant Surgeon Services and Professional Surgical Services when performed in a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%
Outpatient Anesthesia, Assistant Surgeon Services and Professional Surgical Services when performed in all other places of service	10%	20%
OTHER SERVICES	A STATE OF THE STA	STATE OF THE STATE
After Hours Care	0%, not subject to the Deductible	20%
Dental Services for an Accidental Injury when performed in a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%
Durable Medical Equipment or Medical Supplies when received in a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%
Outpatient Allergy Testing Services when performed in a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%
Outpatient Allergy Treatment Services	0%, not subject to the Deductible	20%
Outpetient Medically Necessary Laboratory Services, Medical Tests and X-rays when performed in a Physician's Office or Urgent Care Facility	0%, not subject to the Deductible	20%
Therapeutic Abortions when performed n a Physician's office or Urgent Care Facility	0%, not subject to the Deductible	20%

COINSURANCE AND COP	AYMENTS FOR INSTITUTIONAL AP	ND PROFESSIONAL CHARGES
TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	Non-Contracting Provider, you pay
IF A DEDUCTIBLE APPLIES, "NOT SUB-	ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE* IS SPECIFIC	TTO THE DEDUCTIBLE, UNLESS
All Other Covered Services	10%	20%

Notes

- The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.
- Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
- If a diagnosis of a medical Condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.

PRESCRIPTION DRUG SCHEDULE OF BENEFITS

Benefit Period	Calendar Year
Dependent Age Limit	Please refer to your medical Schedule of Benefits
Davis Susselv	30 days for Specialty Prescription Drugs
Days Supply	90 days for retail Prescription Drugs
	90 days for Home Delivery Prescription Drugs

The Prescription Drug benefits shown are also subject to the Comprehensive Major Medical Benefit Period Out-of-Pocket Maximum that may be shown in the Comprehensive Major Medical Schedule of Benefits.

The following Prescription Drugs are not subject to a Prescription Drug Copayment each time services are received from a Network Retail or Contracting Home Delivery Pharmacy

- Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available.
- asthmatic supplies limited to flow meters, replacement bags and inhalation spacers

The following Prescription Drugs are not subject to a Prescription Drug Copayment each time services are received from a Network Retail Pharmacy

· Immunizations/Vaccines (including administration)

The following Prescription Drugs are subject to a Prescription Drug Copayment each time services are received from a Network Retail or Contracting Home Delivery Pharmacy

· diabetic supplies, including over-the-counter supplies (1), glucomonitors and glucometers

Specialty Prescription Drugs are covered under this benefit when obtained through Medical Mutual's preferred specialty pharmacy and are limited to a maximum of a thirty (30) day supply. Specialty Prescription Drugs require prior approval from Medical Mutual.

RETAIL PHARMACY BENEFIT - UP TO A 30 DAY SUPPLY		
TYPE OF SERVICE!	For Covered Services, you pay the following portion, based on the Prescription Drug Allowed Amount	
Generic Prescription Drugs	\$5 Copayment	
Brand Name Prescription Drugs	\$25 Copayment	
Preventive Prescription Drugs and Vaccines in accordance with state and federal law.	\$0 Copayment	
Prescription Drugs received from non-Network Pharmacies	You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual, Medical Mutual will reimburse you for 75% of the Allowed Amount, minus any applicable Prescription Drug Copayment, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement.	

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RETAIL PHARMACY BENEFIT - UP TO A 31-90 DAY SUI	PPLY
TYPE OF SERVICE	For Covered Services, you pay the following portion, based on the Prescription Drug Allowed Amount
Generic Prescription Drugs	\$10 Copayment
Brand Name Prescription Drugs	\$50 Copayment
Preventive Prescription Drugs and Vaccines in accordance with state and federal law.	\$0 Copayment
Prescription Drugs received from non-Network Pharmacies	You pay the entire amount at the Pharmacy and file a claim form with Medical Mutual. Medical Mutual will reimburse you for 75% of the Allowed Amount, minus any applicable Prescription Drug Copayment, as indicated. You may be responsible for any amount in excess of the Prescription Drug Covered Charges. If the Prescription Drug is not available from a Network Pharmacy, you will not be subject to this reduced reimbursement.

CONTRACTING HOME DELIVERY PHARMACY BENEFI	T - 90 DAY SUPPLY
TYPE OF SERVICE	For Covered Services received from a CONTRACTING Home Delivery Pharmacy, you pay the following portion, based on the Prescription Drug Allowed Amount
Generic Prescription Drugs	\$10 Copayment
Brand Name Prescription Drugs	\$50 Copayment
Preventive Prescription Drugs and Vaccines in accordance with state and federal law.	\$0 Copayment

Coverage is provided for Contracting Home Delivery Pharmacies only. Services received from any Non-Contracting Home Delivery Pharmacy are excluded.

Notes:

1. Over-the-counter drugs/supplies require a Prescription Order.

Type of Service	You Pay the Following
Routine Preventive Services Initial and periodic oral evaluations bitewing x-rays prophylaxis space maintainers fluoride applications emergency palliative treatments dental sealants* tests and lab examinations	0% of the of the Traditional Amount. No deductible is required for these services
Essential Services • full-mouth x-rays/panore • diagnostic x-rays • amalgam or resin based composite fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines &adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery	20% of the Traditional Amount.
Complex Services inlays onlays crowns dentures (complete & partial) fixed partial dentures (bridges)	40% of the Traditional Amount
Orthodontic Services	40% of the Traditional Amount

ORTHODONTIC SERVICES	
Maximum benefit payable per Covered Person	\$1,250 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$50 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,250
Dependent Age Limit	The end of the month of the 26th birthday

It is Important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two examinations within a 12 month period
Prophylaxis	Two within a 12 month period
Topical Fluoride Applications	Two within a 12 month period
Dental Sealants ²	For Eligible Dependent children under age 14
Space Maintainers	Two within a 12 month period
Crowns	One per tooth every five years per tooth
Inlays	One per tooth every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
	Relining and rebasing is covered if done no less than 6 months after initial placement but not more than once in any 38-month period.
	One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$50 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,250
Dependent Age Limit	The end of the month of the 26th birthday

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two examinations within a 12 month period
Prophylaxis	Two within a 12 month period
Topical Fluoride Applications	Two within a 12 month period
Dental Sealants ²	For Eligible Dependent children under age 14
Space Maintainers	Two within a 12 month period
Crowns	One per tooth every five years per tooth
Inlays	One per tooth every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
	Relining and rebasing is covered if done no less than 6 months after initial placement but not more than once in any 36-month period.
	One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

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² Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.