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# **MASTER CONTRACT**

**BETWEEN THE**

**CEDAR CLIFF LOCAL BOARD OF  
EDUCATION**

**AND THE**

**CEDAR CLIFF EDUCATION  
ASSOCIATION**

**July 1, 2022 – June 30, 2025**

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## ARTICLE I - RECOGNITION

The Cedar Cliff Local Board of Education (hereinafter referred to as the "Board") and its teachers represented by the Cedar Cliff Education Association (OEA-NEA) (hereinafter referred to as the "Association") share the combined responsibility of working cooperatively in the decision-making process in the areas of salary, fringe benefits, terms and other conditions of work so that the cause of public education may best be served in the District.

The Board recognizes the Association as the sole and exclusive bargaining agent for a unit consisting of all regular teachers, including counselors, librarians, intervention specialists and Title I teachers, of the Cedar Cliff Local School District licensed by the State Department of Education excluding the Superintendent and Principals and short term or casual employees.

Continued recognition will be in accordance with provisions under ORC 4117.05.

It is also agreed that:

- A. Unless otherwise indicated, the employees in the bargaining unit will be referred to as "Teacher."
- B. The teachers have the responsibilities for implementing the policies of the Board and have individual and collective responsibilities for providing maximum educational opportunity for all students of the District.

## ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS

### 2.01 Scope of Negotiations

The Board and the Association shall bargain all matters pertaining to wages, hours or terms and other conditions of employment, as well as the continuation, modification, or deletion of an existing provision of this Agreement

### 2.02 Initiating Negotiations

The letter of request for opening negotiations must, if offered by the Association, be received by the Superintendent's office between the dates of March 15 and April 15. The Superintendent will present the letter to the Board at the next regularly scheduled Board meeting. If the Board wishes to initiate the opening of negotiations, then said letter shall be received by the Association President between the dates of March 15 and April 15.

A mutually convenient meeting date shall be set for no later than fifteen (15) days from receipt of the letter, by the Board, unless both parties mutually agree to a later date. At the first meeting proposals from each party will be exchanged with explanations of each issue if traditional bargaining is used.

### 2.03 Adoption of the Negotiations Agenda

Following the presentation of exchange of proposals, an agenda of these items will be developed and adopted. Once the agenda is officially adopted, no issue shall be added without the consent of both parties.

### 2.04 Composition of Negotiating Teams

- A. Negotiating Team - The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed three (3) members each. All negotiations shall be conducted exclusively between said teams.
- B. Observers - Each party shall be authorized to admit no more than two (2) observers to each negotiation meeting. Observers shall be without the right to speak during negotiation sessions unless by mutual consent. Each party shall indicate who its respective observers are prior to the start of each negotiation session.
- C. The Composition of Teams - may be altered by mutual agreement.

## 2.05 Negotiation Meetings

- A. Time and date of negotiation meetings shall be mutually agreed upon, and until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting.
- B. Meetings shall not be scheduled during school hours (except in extreme emergencies) and shall be at reasonable intervals and times so as to avoid, as nearly as practicable, conflict and interference with school and employment schedules.
- C. Negotiation meetings shall not be open to the public unless by mutual agreement.
- D. Either party may, upon request, caucus for a reasonable length of time.
- E. When unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible, and both parties shall thereupon agree to the time of the next negotiation session.
- F. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- G. The second meeting, after the exchange of proposals, will be scheduled within thirty (30) calendar days to agree on as many issues as possible before concentrated bargaining begins.
- H. After the second meeting, each party will limit their number of proposals to eight (8) articles with a maximum of fourteen (14) items. This list must be submitted to the other party within five (5) school days. No additional items may be added after this exchange.
- I. No sooner than two (2) weeks after the last teacher work day but no later than one (1) month after the last teacher work day, the parties will commence compressed bargaining with sessions for two (2) days unless a different bargaining procedure has been agreed upon by both parties.
- J. Sessions are scheduled not more than one week apart unless agreed upon by both parties. The meeting place and time will be mutually acceptable to both parties.

K. No reprisal of any kind shall be taken by the Board, Association or Administration against any participant in negotiations as a result of his/her participation.

L. The negotiation process may be altered by mutual agreement

## 2.06 Information

Both parties shall furnish each other, upon reasonable written request, all available information pertinent to the issues under negotiation.

## 2.07 Assistance and Study Committees

A. Consultants - Either party may call upon professional and lay consultants to assist in all negotiations. The expense of such consultant service shall be borne by the party requesting the service.

B. Ad Hoc Committees - By mutual agreement both parties may appoint joint committees, chosen from the regular negotiating team membership, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties at a regular negotiation meeting held within the time limit specified by the parties when the committee was established.

## 2.08 Progress Reports

Periodic progress reports to the public may be issued during negotiations. Such releases shall be mutually written and agreed upon.

## 2.09 Agreement

A. Tentative Agreement - Negotiation items shall be reduced to writing and initialed by representatives of each party.

B. Agreement - When consensus is reached on all matters being negotiated, the understanding of the negotiating parties shall be reduced to writing and submitted to the members of the Association for ratification. If ratified, the written agreement between the parties shall be submitted to the Board for its approval. If approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become part of the official minutes of the Board.



## 2.10 Disagreement

If items are not all TA'd at 6:00 p.m. on the second day of compressed bargaining, impasse will be declared and all items not TA'd will be submitted to Mediation by joint request to the Federal Mediation and Conciliation Service. If mediation is not successful within thirty (30) days, the Association has the right of exercising available rights outlined in ORC 4117.14 (D) (2).

## 2.11 Copies of Agreement

Copies of this agreement will be made available through the Cedar Cliff Local School District Log-in website.

## ARTICLE III - GRIEVANCE PROCEDURE

### 3.01 Definitions

- A. "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation, or misapplication of the negotiated agreements between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this Grievance Procedure.
- B. "Grievant" shall mean a teacher(s) and/or the Association initiating a grievance. If the Association grieves, the issue must be passed by a simple majority of the Association members. The official representative for the collective grievance must be the Association President. No grievance shall be initiated outside of the local Association.
- C. "Administration" shall mean those excluded from the bargaining unit as identified in the Negotiated Agreements.
- D. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
- E. "Days" in the grievance procedure means "work days" and applies only to the grievance procedure. In all other sections of the contract, any reference to "days" will mean "calendar days."
- F. "Grievance Procedure" shall mean an orderly way to resolve disputes by providing communications through successive steps.

### 3.02 Rights to the Grievant and the Association

- A. A grievant shall be accompanied at all formal steps of the Grievance Procedure by a representative of the Association.
- B. The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to grievances. Administrators have the authority to resolve grievances.
- C. No reprisal shall be made against any party involved in use of this Grievance Procedure because they have participated in the grievance so long as the party has abided by the established Grievance Procedure.

### 3.03 Time Limits

- A. The number of days indicated on each step in the procedure shall be the maximum.
- B. If the grievant does not file a written grievance within ten (10) days of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- F. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
- H. The time limits set forth in Steps I through IV of this Grievance Procedure are considered to be the maximum.

### 3.04 Grievance Procedure

#### Level One - Informal

A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

#### Level Two - Formal

Step I. If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be provided to the grievant by the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The

immediate supervisor shall write a relief settlement or denial of the grievance within ten (10) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

Step II. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her relief settlement or denial of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association and the immediate supervisor.

Step III. If the grievant is not satisfied with the relief settlement or denial of the grievance at Step II, the grievant shall, within five (5) days of such disposition, complete the Grievance Report Form, Step III, and submit it to the Treasurer for transmission to the Board. Within ten (10) days of receipt of such form, the Board shall meet with the grievant. Within five (5) days of this meeting, the Board shall write their relief settlement or denial of the grievance by completing their portion of Step III, forwarding a copy to the grievant, the Association, and the Superintendent.

Step IV. If the grievant is not satisfied with the relief settlement or denial of the grievance at Step III, the grievant may request the Association's Executive Committee through its President to process the grievance to arbitration. The Association's request for arbitration shall be made within twenty-five (25) days following either the receipt of the relief settlement or denial of grievance. The Association's demand for arbitration shall be by certified mail with return receipt requested to the Superintendent along with the Step IV of the grievance form. It shall also be sent to the American Arbitration Association (AAA). The demand to arbitration with AAA will petition to provide both parties with a list of names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the AAA. A second list of names may be requested by either party. The toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the Grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues(s) submitted for arbitration and shall have no authority to decide any other

issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

In determining whether just cause for discipline exists in relation to allegations of sexual harassment against an employee, the Arbitrator shall adhere to the requirements of federal regulations regarding Title IX, 34 CFR Part 106.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

### 3.05 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- B. The cost for the services of the arbitrator, including his/her per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne by the losing party in the arbitration.
- C. No reprisal shall be made against any party involved in use of this Grievance Procedure because they have participated in the grievance so long as the party has abided by the established Grievance Procedure.
- D. No parts or mention of any grievance or grievance filing will be placed in a teacher's personnel file.

## ARTICLE IV – BOARD RIGHTS

Unless otherwise agreed to, the Board shall have the following rights:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire teachers;
- C. Maintain and improve the efficiency and effectiveness of the school district;
- D. Determine the overall methods, process, means, or personnel by which the school district is to be conducted;
- E. Suspend, discipline, demote, or layoff, transfer, assign, schedule, promote or retain teachers or terminate teachers for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the school district.

It is understood that the Board is not required to bargain on subjects reserved to the management and direction of the school district.

## **ARTICLE V - ASSOCIATION RIGHTS**

### **5.01 State/National Office**

A teacher elected to a state or national office of a bona fide professional organization is eligible for a leave of absence without pay under the provisions of the leave of absence policy of the Board.

### **5.02 Speak at Board Meetings**

The Association, through a designated representative, shall have the right at all regular meetings or special meetings of the Board to speak to any issue as permitted by law during the hearing of the public.

### **5.03 Board Agenda**

The President of the Association shall be provided with a copy of an agenda and financial printouts for each Board meeting at the same time Board members receive theirs.

### **5.04 Directory**

The President of the Association shall receive from the Board a directory listing the names and job assignments of all members of the bargaining unit. This directory will be provided on or before October 1 of each year.

### **5.05 New Teacher Addresses**

The names, phone numbers and addresses of newly employed teachers shall be provided to the Association President as early as practical following Board approval of their contracts.

### **5.06 Use of Facilities**

The Association or any committee thereof shall have the right to use school buildings and facilities without charge for meetings during the custodian's scheduled work time. The Association may use the building according to regulations established by the Board with no rental charge except reimbursement to the Board for custodial wages and/or additional costs resulting from abuse or negligence on the part of the Association. (With the approval of the Principal).

### **5.07 Bulletin Boards**

The Association shall have the right to use the bulletin boards in the school offices and teachers' lounges for Association announcements.

#### 5.08 Mail System

The Association may use the internal mail system of the school, the email system, and place Association communications in the mailboxes of the members.

The internal mail system shall not be used for distribution of materials which are abusive or threatening toward any individual or group.

Any teacher may request in writing that Association communications not be placed in his/her mailbox.

#### 5.09 Release Time

The Board may permit the President of the Association or his/her designee up to three (3) days per year of paid release time from teaching duties to attend meetings of the C.C.E.A., Western Ohio Education Association, Ohio Education Association, or the National Education Association. Registration and travel expenses shall not be paid by the Board.

#### 5.10 Responsibilities

- A. The Association agrees to uphold and abide by all of the items and provisions of these negotiated agreements.
- B. The Association shall give the names and addresses of its officers to the Superintendent on or before June 15 of each year.
- C. The Association agrees to uphold and abide by the operation of the adopted Grievance Procedure.

#### 5.11 Management/Labor Communications Committee

- A. An informal committee shall be established as an aid to communications between the parties of these agreements. The membership of this committee shall be the Superintendent (or his/her designee) and a maximum of two other persons appointed at the discretion of the Superintendent, plus the President of the C.C.E.A. (or his/her designee) and a maximum of two additional persons appointed by the Association President.
- B. This committee will meet upon request of either the Superintendent or the Association President. The purpose of the committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this



committee shall not result in modifications or additions to these Agreements.

5.12 Elementary and Secondary Education Act (ESEA)

The Cedar Cliff Local Board of Education and the Cedar Cliff Education Association agree that if any future Federal Mandates are instituted, during the duration of this contract that may affect the terms and conditions of this Negotiated Agreement, then both sides will mutually agree to re-open bargaining to negotiate the effects of such mandates.

5.13 The Association President may introduce her/himself to new teachers during the new employee orientation.

5.14 Association membership shall be continuous from September 1<sup>st</sup> through August 31<sup>st</sup> year to year unless cancelled by the member in writing to the District Treasurer and Association.

## ARTICLE VI - INDIVIDUAL TEACHER RIGHTS AND RESPONSIBILITIES

- A. All teachers shall have all rights provided them by the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.
- B. All teachers shall have all rights provided to them by the terms of these negotiated agreements.
- C. All teachers shall have a role in developing and evaluating the educational programs of the District.
- D. All teachers shall have the right to belong, or not to belong, to any organization for their professional improvement; and membership in any such organization shall not be required as a condition of employment.
- E. All teachers shall, upon their initial employment (and yearly thereafter) be given access to a copy of the current written Board policies and regulations in effect and a copy of this agreement.
- F. All teachers shall, upon their initial employment (and yearly thereafter) receive or be given access to a copy of all procedures and forms recognized and used by the District. These procedures and forms will be shown and explanation offered each teacher upon initial employment. A master list of all forms will be available.
- G. All teachers shall, upon their initial employment and as deemed advisable thereafter, have conferences with grade level and department teachers so as to be familiar with the goals and objectives concerning their respective assignments.

## ARTICLE VII - COMPENSATION

### 7.01 Salary

For the purpose of applying the salary schedule, each teacher shall be placed in one of the salary classes indicated. See Appendix A. The placement to be in accordance with the following requirements:

- A. Class I - Teachers with a Bachelor's degree from an institution recognized by the Department of Education, State of Ohio.

Class II - Teachers with a Bachelor's degree and a total of fifteen (15) semester hours of work earned after the date of receiving the bachelor's degree, but not yet possessing a Master's degree. For teachers hired before July 1, 1999, one hundred and fifty (150) semester hours, but not yet possessing a Master's degree.

Class III - Teachers with a Master's degree.

Class IV - Teachers with a Master's degree and fifteen (15) semester hours of work earned after the date of receiving the master's degree. Such work shall be limited to areas of current certification/licensure and/or subject matter area or other work approved by the Superintendent.

Class V - Teachers with a Master's degree and thirty (30) semester hours of work earned after the date of receiving the master's degree. Such work shall be limited to areas of current certification/licensure and/or subject matter area or other work approved by the Superintendent.

- B. Full credit shall be granted for all teaching experience in elementary and secondary public schools up to a maximum of ten-(10) years (O.R.C. 3317.13). Full credit shall be granted for teaching experience in chartered non-public schools located in Ohio when such teaching was done as a certified/ teacher (included in the ten-(10) year maximum).
- C. Full credit shall be granted each year of military service in the armed forces of the United States up to a maximum of five-(5) years (O.R.C. 3317.13) (included in ten-year maximum).
- D. A year of teaching will be considered to be any school year of at least one hundred twenty (120) days under a teacher's contract (O.R.C. 3317.33).
- E. Annually each teacher shall advance to the next higher salary indicated in the aforementioned schedule as per classification.

- F. Teachers may move from one training column to another on the salary schedule once each year at the beginning of the school year. To be eligible, a teacher must have on file with the Superintendent by September 30 an official college transcript validating the credit hours which entitle the teacher to move on the salary schedule. If the credits were earned prior to the start of the school year, payment for that column will be made retroactive to the beginning of the school year.
- G. The salary of any part-time teacher shall be reduced to a figure proportionate to the fractional time for which appointed based on a 7.5 hour work day.
- H. For the 2022-2023 school year, the increase will be 2.75 % on the base plus experience step, as set forth in Appendix A.

For the 2023-2024 school year, the increase will be 3.00 % on the base plus experience step, as set forth in Appendix A.

For the 2024-2025 school year, the increase will be 2.25 % on the base plus experience step, as set forth in Appendix A.

Should the insurance premium cost increase by 8.00% or more in either of the last two years of the contract, the increase on the base salary for such year will be limited to 2.00%, in lieu of the increases listed above and set forth in Appendix A.

- I. Longevity Bonus.
  - 1) Teachers who have been actively employed by the Cedar Cliff Local School District shall receive a longevity bonus according to the following schedule:
    - a. After 15 Years -- \$50.00
    - b. After 20 Years -- \$50.00
    - c. After 25 Years -- \$50.00
    - d. After 30 Years -- \$100.00
    - e. After 35 Years -- \$100.00
    - f. After 40 Years -- \$100.00
  - 2) Once a teacher has reached the number of years to earn the longevity bonus, the employee shall receive the compensation by the end of July in which the accrual of service was earned.
- J. Teachers teaching one or more College Credit Plus (CCP) classes in a school year shall receive a \$300 stipend per course per year (not per period) payable by the end of July.

## 7.02 Supplemental Salary

- A. Supplemental services shall be contracted for on a limited contract basis.
- B. All remuneration for supplemental contracts shall be based upon a percentage of the Bachelor's Degree Column on a cumulative experience basis up to a maximum of seven (7) years. Experience credit shall be granted within a particular sport when transferring from girls' to boys' or boys' to girls' sports. See Appendix A.
- C. Remuneration will be determined by multiplying the Bachelor Degree salary at the appropriate year of service in the supplemental service area by the percentage factor indicated for the position. At no time will the seventh level of the Bachelor's Degree schedule be exceeded.
- D. A teacher may receive full credit for experience in a particular level and position in the supplemental contract area (properly documented) earned in the district or from another district. When a teacher moves within the same supplemental contract area but to a lesser percentage contract, prior experience will be credited.
- E. Credit for class advisor experience will be granted only for those class advisor positions listed in the supplemental salary schedule.
- F. A teacher with National Board Certification must present a copy of his/her official notification to the Treasurer for his/her permanent file by September 1<sup>st</sup> for payment for that and subsequent school years.
- G. Remuneration for the fulfillment of supplemental contracts shall be payable as follows:
  - 1) Supplemental contracts which run the duration of the school year (i.e. Band Director, Athletic Director, etc.) shall be computed and paid along with the regular salary in twenty-four (24) equal payments.
  - 2) Supplemental contracts which run for less than a full school year (i.e., Basketball Coach, Track Coach, etc.) shall be paid for in three equal payments on a monthly basis during the period of time the activity is in effect. Except, however, that the third and final payment shall not be made until the next regular payroll following the completion of the activity.

## 7.03 Pay Procedures and Periods

- A. The payment of teachers' salaries shall be distributed over 24 pays on the 5th and 20th day of each month. If the pay dates are on a weekend or a holiday, payments will be made on the Friday preceding these dates.

- B. The daily rate of pay of each teacher shall be determined by dividing his/her annual contract salary by the number of days in that person's contract calendar.
- C. Deductions for absences which are not covered by sick leave, emergency leave, or personal leave policy shall be made from the pay following the pay period during which the absence occurred.
- D. Deductions for the proper retirement system, (STRS), will be made equally over the twenty-four (24) pay periods.
- E. In September of each year, teachers may authorize payroll deductions for professional dues in twenty-two (22) equal payments, commencing with the second pay of September. There shall be no costs incurred by the employee or Association for these payroll deductions. If for any reason the Board fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the teacher or the Association. The District shall notify the Association prior to stopping payroll deduction of dues. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
- F. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.
- G. Upon authorization the Board Treasurer may deduct Ohio Fund for Children and Public Education donations if as many as five (5) teachers request these deductions; annuity funds if as many as five (5) teachers sign up for any one company; and credit union.

#### 7.04 State Teachers Retirement System Pickup

- A. The Board will participate in the State Teachers Retirement System program which allows retirement contributions to be taxed on a deferred income basis, for teachers only, and will be implemented with payroll on June 1, 1984, at no additional cost to the Board.
- B. A teacher may purchase S.T.R.S. credit by payroll deduction on a tax deferred income basis.

#### 7.05 Severance Pay

- A. A teacher having served as an employee of the Board for a period of ten (10) school years may elect, at the time an application for retirement has

been approved by the State Teachers' Retirement System (STRS), to be paid in cash one-fourth (1/4) of the value of his/her accrued sick leave.

- B. The maximum amount of sick leave to be used for severance pay purposes shall not exceed one-fourth (1/4) of two hundred fifty (250) days (62.5 days).
- C. Such payment shall be based on the teacher's per diem rate of pay at the time of retirement.
- D. Severance pay in lieu of sick leave under this policy shall eliminate all sick leave credit.
- E. Severance pay shall be made upon the request of the STRS retiree but within ninety (90) days following the last day of service with the Board. Before the last day of service, the Treasurer may start an annuity for the teacher contributing up to the maximum amount allowable by law. The maximum exclusion allowance will be calculated by a currently approved annuity company. The Treasurer is not responsible for this calculation. The money can only be deposited with a currently approved annuity company. Any remaining dollar amount will be paid to the teacher within ninety (90) days. If the teacher chooses this option, the teacher will notify the Treasurer, in writing, at least sixty (60) days prior to the retirement date.
- F. If a teacher dies while employed with the District, severance pay will be paid to the estate as if the teacher had applied for retirement prior to the death.
- G. Staff members who notify the central office by March 1<sup>st</sup> will receive an additional \$250.00 in compensation towards their severance package.
- H. Unless the teacher leaves the district for catastrophic or terminal health reasons of the employee or an immediate family member as defined by Article 9.01(B), as documented by a medical care provider, the staff member shall provide 30 days' notice of their decision to retire and request for severance pay. Those teachers who do not complete the academic year in which they are eligible for severance pay out must provide 30 days' notice of their intent to leave the District or shall forfeit 25% of their severance pay.

#### 7.06 Children of Non-Resident Teachers

The Board shall waive tuition payment for children of non-resident teachers in the Cedar Cliff Local School District.

## ARTICLE VIII - INSURANCES

### GROUP INSURANCE PLANS

All teachers of the Board shall have the right and shall be encouraged to organize so as to receive the maximum benefits from group insurance and hospitalization plans. Membership in such groups shall be on a voluntary basis. The Treasurer of the Board shall have the authority to make the necessary deductions to cover the costs of such programs upon receipt of the proper authorization form.

#### 8.01 Hospitalization Insurance Program

- A. Beginning 2022-2023, each full-time teacher (one who works six hours per day or more) and participates in District health insurance, shall have up to \$538.62 per month for the single rate of a hospitalization program paid for by Board funds. The Board shall pay up to \$936.88 per month toward the employee + kids rate. The Board shall pay up to \$1,488.85 per month toward the family rate. In the 2023-2024 and the 2024-2025 school years, the Board will in addition pay 50% of any annual premium increases, and the teacher will pay 50% of such annual premium increases.

The Board will pay the dollar amount for the core insurance plan for both the core plan and the high deductible plan regardless of insurance coverage category (i.e. family, single, employee+children) chosen by the employee.

- B. Any married couple employed by the district may combine the cost of one single and one family premium towards the cost of one family plan coverage premium, but not exceeding the cost of the family plan.
- C. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to participate, have fifty percent (50%) of a hospitalization program paid for by the Board funds.

No hospitalization coverage will be provided for teachers who work less than an average of three (3) hours per day in the employ of this school district.

- D. 1) The Board will make available to employees group health insurance plans to include both a PPO plan and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The group insurance plans, the details of which are available through a link on the District website, \_\_\_\_\_, will be subject to the other terms of this Agreement and insurance carrier regulations.

Employees who first begin regular, full time employment in the District after July 1, 2022 will only be provided the option of



participating in the High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

- 2) The Board will make a one-time contribution to the HSA of an employee who enrolls in the HDHP of \$500 for single coverage, and \$1,000 for employee + kids or family coverage. Such one-time contribution will be made in January following the employee's enrollment in the HDHP.
- 3) An IRC (Insurance Review Committee) will be established each year to evaluate the service of the insurance carriers, to discuss concerns of individuals or the entire staff, or to assist with the establishment of criteria to be used when other insurance options are being considered. The Association shall have three (3) representatives and the Board shall be represented by an equal number of participants. The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the parties will confer with the carrier in an effort to maintain benefit levels. If unsuccessful, the Board will not be required to self-insure any benefit which a carrier reduces or eliminates.

- E. The Treasurer of the Board shall have the authority to make the necessary deductions to cover the cost of the family plan if a teacher requests such deductions on the prescribed form.
- F. Should the District face insurance cost increases of 7% or more for each of the last two years of the contract, the BOE reserves the right to convene an insurance committee comprised of at least three Association members selected by the President for the purposes of investigating a new health insurance carrier.

#### 8.02 Group Life Insurance Program

- A. Each teacher of the District shall have paid on his/her behalf from Board funds the premium of the following Group Life Insurance Policy.
- B. Each teacher shall receive group life insurance coverage, paid for by Board funds, equal to his/her contract base salary in effect on September 1 of the school year rounded up to the next highest thousand dollars. The maximum amount of group life insurance coverage of any teacher under this program shall be \$50,000.
- C. The Board shall select the company to provide the insurance. Coverage in addition to the amount paid for by Board funds may be purchased by the teacher at the rate set by the insurance company.

### 8.03 Dental Coverage

The Board will provide a dental plan for each full-time teacher. The Board will pay 90% of a single/family plan. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to, participate, have forty-five per cent (45%) of a family/single dental plan paid for by the Board.

### 8.04 Section 125 Benefits Plan

The District will maintain the Section 125 Plan of the IRS code so that teacher contributions to the benefit plan can be made on a pretax basis.

The benefits provided to teachers by Section 125 of the Revenue Act of 1978 shall be made available to all teachers of the bargaining unit. An amount not to exceed fifty (50%) percent of salary may be set aside by the teacher for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes that non-taxable benefits of all eligible insurance, disability, non-reimbursed medical, and dependent care.

The Board shall incur the fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above shall require the Board to give sixty (60) days' notice of said change to the Association President.

#### 8.05 Workers' Compensation

All teachers of the Board are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment. A teacher's application for this compensation must be filed by the attending physician within 30 days of the injury.

#### 8.06 Vision Insurance

The Board shall provide 80% per month for vision insurance plan for all teachers if they elect to participate, for both single and family plans. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to, participate, have forty percent (40%) of a family/single vision plan paid for by the Board.

## ARTICLE IX - LEAVES

### 9.01 Sick Leave

- A. Each full-time teacher shall be entitled to fifteen days of sick leave with pay for each year of employment, to be credited at the rate of one and one-fourth days per month (O.R.C. 3319.141).
- B. Sick leave may be used for absences due to:
  - 1) Personal illness, pregnancy or injury,
  - 2) Exposure to contagious diseases which could be communicated to other employees and children, and
  - 3) Illness, injury or death in immediate family. (Immediate family is defined to mean: Spouse, Father, Mother, Sister, Brother, Child, Grandparents, Grandchildren, Parents-in-law and/or any relative living in the household of the teacher. Grandparents may use sick leave for the birth of a grandchild.
  - 4) Death of a relative not listed in 3 above or friend of the family for a period of up to two (2) working days if out-of-state and one (1) day within the state to attend the funeral.
- C. Unused sick leave shall be cumulative up to two hundred sixty two (262) days.
- D. A teacher who begins at or reaches the maximum sick leave accumulation during the contract year shall not fall below the total accumulation unless absent more than the number of days earned after having reached the maximum accumulation.
- E. A teacher who has accumulated sick leave in another school district in Ohio shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of two hundred sixty two (262) days by presenting a properly certified record of such days.
- F. The Superintendent may require a teacher to furnish a written-signed statement to the effect that an absence was due to one of the foregoing conditions. (ORC 3319.141)
- G. Sick leave provisions shall include absences due to maternity reasons.

- H. A teacher who becomes pregnant shall take either sick leave or a leave of absence at a time set by her physician. Notification of the date of commencing such sick leave or personal leave shall be given to the Superintendent (in writing) at the earliest possible date.
- I. Teachers returning to duty from an extended sick leave (20 working days or more) shall be permitted to do so upon the written advice of their physician.
- J. The Treasurer of the Board shall update monthly the sick leave balance which shall be recorded on check stubs. Such records shall include:
  - 1) Accumulated days at the beginning of the period.
  - 2) Sick leave days used during the period.
  - 3) Sick leave days earned during the period.
  - 4) The balance of sick leave days at the end of the period.
- K. A teacher may request in writing, and receive from the Treasurer's office, a similar report at any other time not listed in J. above.
- L. Sick leave shall be used in minimum of 1/2-day increments.
- M. Any teacher who does not use any sick leave or personal leave during the school year shall be paid a bonus by the end of July following this procedure:
  - 1) No days used - \$400.00
  - 2) One day used - \$300.00
  - 3) Two days used - \$225.00
- N. Falsification of the sick leave statements is grounds for suspension or termination of the employment contract (per 3319.141).
- O. Sick leave must be submitted on Kiosk within 2 work days of returning to work.

## 9.02 Sick Leave Transfer

The purpose of sick leave transfer is to give additional days of sick leave to teachers who experience personal serious accidental injury, personal emergency surgery, or personal catastrophic illness. A committee of two (2) teachers appointed by the Association President, and the Superintendent and Treasurer will constitute the Sick Leave Transfer Committee.

The Sick Leave Transfer Committee will give notice to teachers about the number of days in the sick leave bank at the start of each school year. If the number of days in the sick leave bank at the start of the school year is less than fifty (50) days, donations will be accepted. If the number of days in the sick leave bank is greater than or equal to fifty (50) days, no donations will be accepted. Teachers will have until October 15<sup>th</sup> of the school year to donate to the sick leave bank. No bargaining unit employee may donate more than one (1) day per year, and must have more than fifteen (15) days of accumulated sick leave in order to donate.

Teachers must have been employed under regular contract for at least one full school year before becoming eligible to use the sick leave bank.

If a teacher has exhausted all personal/sick leave and applies for sick leave transfer (Appendix J-1), he/she may receive a gift of the number of days needed. The maximum number of days a teacher can receive each year is fifty percent (50%) of the days in the bank at the time application is made.

The decision of the Sick Leave Transfer Committee is final and binding, and is not subject to the Grievance Procedure set forth in this Agreement.

### 9.03 Family Medical Leave Act

The Board will follow and provide copies of the Family Medical Leave Act to all teachers.

### 9.04 Personal Leave

- A. Each teacher shall be allotted three (3) days of personal leave per school year without loss of compensation if the following conditions are met:
- 1) Requests for such personal leave shall be made to the Superintendent at least three (3) days prior to the leave. (In case of emergency this rule may be waived by the local Superintendent.)
  - 2) Requests for personal leave should not be requested in the two week period following the beginning of school or in the three week period prior to the ending of school. (In case of an emergency this rule may be waived by the local Superintendent.)
  - 3) Requests for personal leave should not be requested for the day before or the day after a scheduled holiday or vacation day. (In case of an emergency, this rule may be waived by the local Superintendent.)

- 4) Requests for personal leave should not be requested for the purpose of fulfilling another contracted obligation or service for which the teacher/employee would receive compensation.
- 5) Not more than seven and one-half (7.5%) percent of the teachers may be absent under this policy on the same day.
- 6) Personal leave days are non-accumulative from one school year to the next.

B. Personal leave shall be granted for the following reasons:

- 1) Family situations (baptisms, weddings, graduations, etc.)
- 2) Illness or death not covered by sick leave
- 3) School visitations
- 4) Legal matters
- 5) Religious holidays
- 6) Registration for college courses and related activities
- 7) Personal matters which cannot be handled except during school hours

C. Personal leave may be granted in situations not covered in the list by discussion and resolution between the Superintendent and the teacher involved in the request.

D. If additional personal leave days are needed beyond the allotted three (3) days, a deduction from the teacher's salary shall be made on a per diem basis computed in the following manner:

(The annual contracted salary divided by a number equal to the number of teacher workdays plus the number of teacher meeting days provided for in the school calendar.)

E. Any unused personal leave days at the end of the school year for those employees not eligible for the attendance bonus incentive as outlined in 9.01M shall have those days converted to their sick leave accumulation. Those employees who are eligible for the attendance incentive outlined in 9.01M in any amount, will not be eligible for the personal day conversion.

## 9.05 Leaves of Absence

A leave of absence is interpreted to mean a period of absence from duty for which written request had been made and formal approval granted by the Board.

An extended leave of absence is interpreted to mean an absence of at least one full school year for which a written request has been made and formal approval granted by the Board.

Upon written request by a teacher, the Board shall grant a leave of absence for not more than two consecutive school years where illness or other disability is the reason for the request.

A. A teacher may be granted a leave of absence for the following reasons:

- 1) Personal illness
- 2) Disability
- 3) Maternity and parenting
- 4) Enlistment in the armed forces of the United States
- 5) Educational studies or professional purposes
- 6) To serve in a state or national office

B. Except as otherwise stated, all leaves of absence are without pay.

C. Leaves of absence for any purpose shall not extend for a period of time longer than one school year. A leave of absence requested after the school year has begun shall be for no longer than the remainder of the current school year. At the end of the first leave of absence, one additional leave of absence may be requested, except that no leave of absence shall extend beyond the limit of a teacher's contract term.

D. Extended leaves of absence shall be available only to those teachers who have completed four (4) years of service in the District.

## 9.06 Emergency Leave

A. The Superintendent, at his/her discretion, may authorize absences for justifiable emergency reasons. Such emergency leave may be granted without loss of pay, when such leave is recommended by the Superintendent and approved by the Board.



- B. Requests for emergency leave shall be submitted in writing on forms provided as soon as possible after the teacher becomes aware that Emergency Leave is necessary.

#### 9.07 Military Leave

Teachers will be granted military leave in accordance with Ohio Rev. Code §5923.05.

#### 9.08 Sabbatical Leave

A sabbatical leave of absence is interpreted to mean a period of absence from duty (one of two semesters) for the purpose of study and professional improvement. Each teacher who has completed five years of service in the District may, upon the approval of the Board, be entitled to take a sabbatical leave of absence with part pay for one or two semesters, subject to the following restrictions:

- A. Any request for sabbatical leave must be made in writing no later than March 1 of any school year. The Board shall act on the application and notify the teacher by April 30 of the same year.
- B. The teacher shall present to the local Superintendent, for approval, a plan for professional growth (the plan shall be considered a part of the application) and, at the conclusion of the leave, provide evidence that the plan was followed.
- C. Upon completion of the sabbatical, the teacher shall return to his/her position, or an agreeable related one, for a period of time equal to the time spent on sabbatical. A teacher who by choice elects not to return shall repay the district any remuneration he/she may have received as sabbatical.

Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return at the beginning of the school year or no later than December 1 if the intent is to return at the beginning of the second semester.

The return date shall coincide with the first day of the school year or the first day of the second semester unless mutually agreed to in writing by the Superintendent and the teacher.

The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense, during such leaves and if allowable by the insurers.

Upon return from leave the teacher may purchase STRS credit under the time restrictions and other rules and regulations of STRS.

- D. A teacher on sabbatical shall receive part pay equal to the difference between the substitute's pay and the teacher's expected salary for the period of time covered by the leave.
- E. Not more than three percent of the teachers shall be on sabbatical leave at any one time.
- F. A teacher will not be granted sabbatical leave more than once.
- G. The sabbatical leave policy of the district is subject to all other provisions set forth in Section 3319.131 of the Ohio Revised Code.

#### 9.09 Assault Leave

Assault leave (at no loss of pay) will be available to all teachers of the District subject to the following provisions:

- A. The teacher must be unable to physically perform his/her contracted duties because of injury or illness caused by an assault on said teacher while he/she was performing his/her contracted duties with the Board.
- B. A request for assault leave shall be made on the appropriate form which shall include the following information:
  - 1) The nature of the injury
  - 2) The date, time, and place of the occurrence
  - 3) Identification of the individual or individuals causing the assault (if known)
  - 4) Facts and circumstances surrounding the assault
  - 5) A certificate from a licensed physician describing the nature of the disability and its probable duration
- C. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical.
- D. The Superintendent shall be responsible for determining the eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form.
- E. Assault leave will be limited to a maximum of thirty (30) working days per school year, and not chargeable to sick leave.

- F. If upon the exhaustion of the allowed assault leave days, the teacher is unable to perform his/her contracted duties, he/she may apply for sick leave, workers' compensation (if eligible), leave of absence, or disability retirement.
- G. Assault leave days are non-accumulative from one school year to the next.

#### 9.10 Professional Leave

- A. A teacher may receive compensation and expenses in full for days on which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings, conferences, workshops, and seminars at the local, state, and national levels which are designated for the improvement of instruction and/or management and for other travel necessary for the conduct of official district business in accordance with the following stipulations:
  - 1) Approval must be obtained in writing from the Superintendent or his/her designee prior to travel and/or attendance at a meeting on forms provided by the Superintendent's office.
  - 2) Reimbursement will be paid in full for the necessary and reasonable expenses of:
    - a) Use of privately owned automobile at the current IRS rate.
    - b) Common carrier fare which is supported by receipts.
    - c) Meals on a per diem basis that shall coincide with the rate of reimbursement currently in effect for State of Ohio employees not on overnight lodging.
    - d) Lodging which is supported by receipts.
    - e) Miscellaneous expenses such as taxi and ferry fares; bridge, highway, and tunnel tolls; baggage storage; telephone calls; conference registration and meals; and other expenses necessary to the conduct of official school district business which are supported by receipts.
- B. All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent or his/her designee on forms provided by the Superintendent's office.
- C. Requests to attend professional meetings, conferences, workshops, and seminars held outside the State of Ohio must be approved by Board resolution.
- D. Approval of reimbursement and compensation for teacher attendance at professional meetings shall be granted only when sufficient unencumbered funds are available in the proper appropriations account.

## ARTICLE X - TEACHER CONTRACT RIGHTS

### 10.01 Employment Procedure

It shall be the policy of the Board to provide an orderly and systematic procedure for the employment and retention of the best-qualified teachers possible. Initial employment and re-employment of teachers shall be carried out within the provisions set forth in the Ohio Revised Code.

### 10.02 Contract Sequence

- A. A teacher new to the District shall upon his/her initial employment be offered a one (1) year limited contract.
- B. If the services of the teacher during the first one (1) year limited contract in the District is judged by the proper administrator to be satisfactory, the teacher shall be offered another limited contract not to exceed two (2) years.
- C. If at the end of the second limited contract (stated in the preceding paragraph), the teacher's service is judged to be of satisfactory quality by the responsible administrator, and if the teacher does not possess a (1) professional, permanent or life certificate or (2) a professional educator license, which qualifies the holder for continuing contract status, the teacher shall be recommended for another limited contract which shall be for not less than one (1) year nor more than five (5) years.
- D. A teacher who meets the requirements of Ohio law for a continuing contract will be eligible to apply for a continuing contract. Such eligibility will only be available upon completion of the teacher's current contract. Attainment of continuing contract status must be by recommendation of the Superintendent of the Board of Education, and cannot be attained automatically, or by operation of law. A teacher must apply in writing to the Building Principal by September 15 of the school year in which he or she becomes eligible for continuing contract status, so that evaluation procedures can be completed that year using the appropriate evaluation procedure. Such evaluation will then become the basis upon which the Superintendent will make a recommendation to the Board of Education concerning contract status. This provision of the negotiated agreement supersedes the provisions of Ohio Rev. Code §§3319.08 and 3319.11 related to the attainment of continuing contract status.
- E. A teacher who has achieved continuing contract status in another district and whose services have been evaluated as satisfactory during the first year of employment in the District may be recommended for another one (1) year limited contract. If during the second one year limited contract said teacher's service is evaluated as satisfactory by the responsible

administrator, then such teacher may be recommended for a continuing contract.

### 10.03 Equal Employment Opportunities

The District is an equal employment opportunity agency.

### 10.04 Voluntary/Involuntary Assignments

- A. All teachers having been employed by the Board shall be assigned teaching duties by the Superintendent as provided for in Section 3319.01 O.R.C.
- B. Teachers shall be assigned to perform duties in areas where, in the opinion of the Superintendent, their services will be of greatest value to the educational program and in areas where proper certification/licensure is held.
- C. Prior to the end of each school year, each principal, upon request of the teacher, will meet to discuss proposed assignments for the next school year.
- D. A written notice of any proposed changes in grade level or subject area will be given to the affected teacher before the end of the school year. However, if circumstances change, the Board/or Administration reserves the right to change teacher assignments and reorganize staff prior to the beginning of the school year in order to effectively operate the District.

If there are unforeseen circumstances that cause the Administration to involuntarily change teaching assignments after August 1, the affected teacher will be given up to three (3) extended days to make the adjustment, based on the following schedule:

A change in grade level assignment for teachers in grades K-5	3 days
A change in subject matter for 1-2 periods a day for teachers in grades 6-12	1 day
A change in subject matter for 3-4 periods for teachers in grades 6-12	2 days
A change in subject matter for 5-6 periods for teachers in grades 6-12	3 days

In grades 6-12, an example of change in subject matter assignment shall relate to content areas (math, science, language arts, and social studies) and not grade levels or intra subject matter changes.

## 10.05 Vacancies and Voluntary/Involuntary Transfers

- A. It shall be the policy of the Board to fill vacancies by transfer when all other factors are considered equal and when such assignments appear to be in the best interest of the entire educational program.
- B. Announcement of vacancies and newly created positions shall be posted in each principal's office and a copy provided to the Association President as soon as possible after they occur. All open positions will be posted for seven (7) days unless the position becomes available after August 1, for the beginning of the current school year. An exception to posting would be if there are no teachers with known proper certification. Present employed teachers in the system who apply for such vacancies will be given consideration for such positions. However, the Board reserves the right to employ the best-qualified teacher(s) available, and the right of assignment of personnel shall rest with the Superintendent (3319.01 O.R.C.)
- C. A teacher may request a transfer by submitting a written request stating the reasons for such a request to the Superintendent by June 1. A copy of the request must also be sent to the teacher's principal by the teacher.
- D. When a transfer has been authorized it shall be communicated in writing by the Superintendent to the teacher and to the appropriate principal(s).
- E. A teacher may withdraw a request for transfer any time prior to the receipt of written notification authorizing the requested transfer.
- F. Involuntary Transfers
  - 1) Involuntary transfers or reassignments will not usually be necessary if voluntary transfers are available to satisfy the need and those individuals requesting voluntary transfer are, in the opinion of the Superintendent, qualified for the position. The Superintendent may first consider system seniority.
  - 2) As soon as possible, any teacher to be affected by an administrative involuntary transfer or reassignment shall be informed in writing with the reasons for the intended action. As soon as possible, at the request of the teacher, a conference with the Superintendent and/or principal to discuss the proposed change will be held prior to the announcement authorizing the transfer. The teacher may be accompanied by a CCEA representative, to discuss the Superintendent's reasons for the involuntary transfer.

## 10.06 Termination of Contract

- A. A teacher may terminate his/her contract with the Board by submitting a written resignation at the close of any school year and prior to July 10th or at any other time with the consent of the Board.
- B. The Board may terminate a teacher's contract for good and just cause.
- C. All proceedings for the termination of a teacher's contract by the Board shall be in compliance with Section 3319.16 of the Ohio Revised Code.
- D. A teacher who wishes to appeal an order for termination of contract shall have the right to do so under the provisions of Section 3319.16 of the Ohio Revised Code. A teacher may not grieve an order for termination of contract under Article III of this Agreement.

## 10.07 Nonrenewal of Limited Teaching Contract

All proceedings for the nonrenewal of a teacher's limited contract shall be in compliance with Section 3319.11 of the Ohio Revised Code. In addition:

- A. Any teacher having three (3) or more years of service under limited contract status (not applicable to supplemental contracts) with the District shall be accorded due process as set forth in Paragraphs B and C of this Section.
- B. A Principal who recommends to the Superintendent that a teacher be non-renewed, shall provide such teacher written reasons for the recommendation.
- C. The Superintendent, when recommending to the Board that a teacher be non-renewed, shall provide such teacher written reasons for the recommendation.
- D. Inability to conduct or complete a teacher's evaluation due to the teacher's absence shall not be deemed a failure on the part of the Administration to comply with evaluation procedures. Such teacher's contract is still subject to non-renewal.
- E. A teacher whose contract is non-renewed can appeal such non-renewal pursuant to Ohio Rev. Code §3319.11, but may not grieve such non-renewal under Article III of this Agreement.
- F. The provisions of this Section shall apply only to regular teaching contracts, and not supplemental contracts, which expire automatically by their own terms without Board action.

## 10.08 Personnel Files

- A. There will be established and maintained one (1) official personnel file for each teacher of this school district. Such personnel files will be maintained in the office of the Superintendent. However, all economic records will be held in the office of the Board Treasurer.
- B. A teacher's personnel file shall be open to inspection upon reasonable request by the individual teacher, member of the Board, administrative personnel related to a situation on a "need to know basis," and authorized representatives of the teachers. In addition, such personnel files shall be available to the public, consistent with the provisions of Ohio's Public Records Act, Ohio Rev. Code §149.43.
- C. Changes in a teacher's status of employment or conditions relating thereto shall be made a part of his/her personnel record.
- D. No material will be placed in a teacher's personnel file unless the teacher has had an opportunity to review and to affix his/her signature to such material. The affixing of the signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written response to such material. Such a statement will be reviewed by the Superintendent who shall affix his/her signature before placing it in the file.
- E. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate, or false, such material will either be corrected or removed from the files.
- F. If a teacher feels that any material included in his/her personnel file is derogatory to his/her conduct, service, or character, he/she shall have the right to respond to it in writing and have a copy of said statement attached to the material in the official file.
- G. All matters relating to personnel files shall be subject to application of the adopted Grievance Procedure.
- H. Personnel record files may include but not be restricted to some or all of the following:
  - 1) Application for employment including references
  - 2) Copy of latest contract and/or salary notice
  - 3) Ohio Teaching Certificate/License or a copy thereof
  - 4) Official transcript of all college credits



- 5) Record of military service if any
  - 6) Incidents of work
  - 7) Evaluation forms
- I. The Superintendent shall conduct a review with the teacher of the contents of the teachers' personnel file upon written request.

#### 10.09 Evaluation of Teacher Performance

##### A. Purpose of the Evaluation

The purpose of the teacher evaluation program in the District shall be to give an opportunity for teachers and administrators to objectively evaluate the teacher's contributions to the local education program.

To facilitate this purpose, the teacher evaluation program will include announced or unannounced observations of at least thirty minutes and walk-throughs of at least ten minutes and no more than thirty minutes in length. Announced observations will include a pre-observation conference and may include a post-conference.

To fulfill their supervisory and administrative responsibilities, the principals or designated supervisor and Superintendent shall have free access to all classroom and instructional areas. Evaluations will be performed only by licensed and OTES-credentialed administrators.

- 1) Goals: The evaluation program includes the following broad goals and is aligned with the framework for teacher evaluation under sections 3319.111 and 3319.112 of the Ohio Revised Code.
  - a) To develop an improved learning environment;
  - b) To improve teaching skills;
  - c) To develop the art of teaching;
  - d) To develop confidence and skill in using equipment and techniques;
  - e) To establish job targets which are relevant to daily professional performance;
  - f) To work cooperatively with the principal toward meeting the job targets established;
  - g) To develop ways to praise when praiseworthy work has been performed;
  - h) To develop ways to give constructive criticism in a way that will stimulate and encourage;

- i) To develop open, cooperative, professional relationships among all staff members;
  - j) To provide information for establishing contract status.
- 2) Conferences and Time Schedule: Conference topics shall cover, but not be limited to:
- a) Continuing long and short-range goals and objectives;
  - b) Recognition of good work;
  - c) Suggestions for improvement (mutually exchanged);
  - d) Agreement on prioritized job targets or job tasks;
  - e) Clarification of the responsibilities of both parties;
  - f) Correcting misinformation and misunderstanding.
- 3) Evaluation Schedule: Teachers will be placed in one of five teacher categories, depending upon their employment status and previous evaluation results and will be evaluated according to the subsequent evaluation timelines/schedule.
- a) New-to-District (NTD) includes first-year teachers who hold a Resident Educator License and teachers who are newly hired to the District. Such a teacher will be assigned to the NTD category for a minimum of one year and a maximum of two years. Teachers new to the Cedar Cliff Local School District will be evaluated using the full summative evaluation process. A summative evaluation for new to district personnel will be completed after a minimum of two (2) formal holistic observations (announced or unannounced) with one (1) focused observation (For a total of three observations) and two (2) unannounced walk-throughs, totaling a minimum of 110 minutes of observation over the academic year. There will be a minimum of two (2) announced formal observations during the summative evaluation process cycle with at least one (1) announced observation per semester and one (1) unannounced observation at any time during the evaluation cycle. All evaluations and final conferences should be completed by May 1 with a final written report submitted to the teacher by May 10. The teacher will use at least two measures of district-approved high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. Additional conferences may be held if circumstances or participants suggest the need.
  - b) A teacher with a performance rating of “accomplished” qualifies for and may receive a summative evaluation every three years commencing with the year in which the teacher first received the accomplished rating. A summative

evaluation for this category will be completed after a minimum of two (2) formal observations (one holistic announced and one focused unannounced) and two (2) unannounced walk-throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. The teacher will use at least two measures of district-approved high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. In the off-years in which the teacher is not scheduled to receive a full evaluation, the teacher will receive one (1) walk-through observation as outlined in Section 10.09 (Par. II), will submit and review with the building principal a professional growth plan and will meet with the building principal for a performance review no later than May 1 to provide evidence of progress on the professional growth plan in order to maintain the "Accomplished" rating. All evaluations and final conferences should be completed by May 1 with a final written report submitted to the teacher by May 10. Additional conferences may be held if circumstances or participants suggest the need.

- c) A teacher with a performance rating of "skilled" qualifies for and may receive a summative evaluation every two (2) years commencing with the year in which the teacher first received the skilled rating. A summative evaluation for this category will be completed after a minimum of two (2) observations (one holistic announced and one focused unannounced) and two (2) unannounced walk-throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. The teacher will use at least two measures of district-approved high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. In the off-years in which the teacher is not scheduled to receive a full evaluation, the teacher will receive one (1) walk-through observation as outlined in Section 10.09 (Par. II), will submit and review with the building principals a professional growth plan and will meet with the building principal for a performance review prior to May 1 to provide evidence of progress on the professional growth plan in order to maintain the "Skilled" rating. All evaluations and final conferences should be completed by May 1 with a final written report submitted to the teacher by May 10. Additional conferences may be held if circumstances or participants suggest the need.
- d) A Teacher with a performance rating of "developing" will receive a summative evaluation annually. A summative evaluation for this category will be completed after a minimum of two (2) formal observations (one holistic announced and one focused unannounced) and two (2) unannounced walk-

throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. The teacher will use at least two measures of district-approved high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. There will be a minimum of one (1) holistic announced observation during the summative evaluation process cycle with at least one (1) observation per semester. All evaluations and final conferences should be completed by May 1 with a final written report submitted to the teacher by May 10. An additional observation and additional conferences may be held if circumstances or participants suggest the need. As part of the summative evaluation process, the teacher will develop and submit a professional growth or improvement plan, under the guidance of the building principal. Additional conferences may be held if circumstances or participants suggest the need.

- e) A teacher with a performance rating of "ineffective" will receive a summative evaluation annually. A summative evaluation for this category will be completed after a minimum of three (3) formal holistic observations (announced or unannounced) and two (2) unannounced walk-throughs totaling a minimum of 110 minutes of observation over the academic year. There will be a minimum of two (2) formal holistic announced observations during the summative evaluation process cycle with at least one (1) formal holistic announced observation per semester and one (1) unannounced formal holistic observation at any time during the evaluation cycle. The teacher will use at least two measures of district-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. As part of the summative evaluation process, the teacher will be placed on an improvement plan developed by the building principal. All evaluations and final conferences should be completed by May 1 with a final written report submitted to the teacher by May 10. Additional conferences may be held if circumstances or participants suggest the need.

B. Procedures of Evaluation. The following procedures and principles shall be followed in the evaluation of teachers:

1. The teacher evaluation will follow the Ohio Teacher Evaluation System 2.0 Framework.  
A summative performance rating of "accomplished," "skilled," "developing" or "ineffective" will be assigned to every teacher.

2. Professional Growth or Improvement Plans will be developed annually. The goal(s) must address the teacher's professional growth, professional responsibilities and his/her impact on student learning. The professional growth plan must be aligned to school/district improvement goals and be based upon the results of the previous evaluation and must have a minimum of one (1) goal, with two (2) goals recommended. All goals must meet the S.M.A.R.T. goal criteria of specific, measurable, attainable, relevant and timely. The teacher will turn in completed S.M.A.R.T. goals three days prior to the Growth Plan Conference as determined by the principal and/or designated supervisor.

Teachers having earned an "Accomplished" rating and working under the less frequent evaluation cycle will submit a self-directed professional growth plan.

Teachers having earned a "Skilled" rating and working under the less frequent evaluation cycle will jointly develop a professional growth plan with his/her evaluator.

Teachers having earned a "Developing" rating will develop a professional growth plan under the guidance of his/her evaluator.

Teachers new to the district will jointly develop a professional growth plan with his/her evaluator.

Teachers having earned an "Ineffective" rating will be placed on an improvement plan developed by his/her evaluator.

3. A pre-conference may be conducted prior to an announced observation. After each announced or unannounced observation and/or walk-through, the evaluator and teacher must sign the appropriate observation report. A post-conference may occur after each observation (announced or unannounced) if requested by the teacher and/or evaluator. A teacher will receive a copy of the classroom observation (or walkthrough) report within twelve (12) work days of the observation, unless absences of the teacher and/or principal prevent such from taking place.
4. If a pre-conference meeting is utilized, the following items should be discussed, as appropriate:
  - a) Lesson or unit objectives;
  - b) Prior learning experiences of the students;
  - c) Characteristics of the learners/learning environment;
  - d) Instructional strategies that will be used to meet the lesson objectives;

- e) Student activities and materials;
  - f) Differentiation based on needs of students; and
  - g) Assessment (data) collected to demonstrate student learning.
5. A summative evaluation conference will be conducted during each evaluation cycle. The teacher will receive a written summative evaluation report and the assigned rating with the following levels of performance: accomplished, skilled, developing or ineffective. The teacher's signature shall denote that he/she has read the evaluation and shall not necessarily mean that he/she agrees with the evaluation.
  6. A Teacher who receives an annual summative rating of "ineffective" will be placed on probationary status. The academic school year after the rating has been established, the teacher will work to complete an Improvement Plan as prescribed by the building principal. The employment of a continuing contract teacher who obtains in "ineffective" rating for two (2) consecutive summative evaluation cycles may be terminated for good and just cause. A limited contract teacher who has held two (2) ineffective ratings will not be permitted to obtain an additional limited contract with the Cedar Cliff Local School District.
  7. A building administrator may fully evaluate a teacher regardless of previous summative rating if the administration deems such evaluation necessary. Further, a teacher may request an observation for the purpose of improving his/her teaching or previous summative rating.
  8. The Board also uses other substantiated factors related to professional performance, reported by the Superintendent or his/her designee for determining contract status.
  9. Within seven calendar (7) days of the summative evaluation, the teacher may appeal his/her evaluation in writing to the Superintendent. Within ten (10) working days of receipt of the appeal, the Superintendent will meet with the teacher to hear the appeal. The Superintendent's decision will be final.
  10. Long term illnesses that create an extensive absence will not be used for evaluative purposes, and the inability to complete a scheduled evaluation due to the teacher's absence is not a failure to comply with evaluation procedures.
  11. For those certificated staff members who do not have a regular teaching schedule and do not meet OTES guidelines for evaluation,

the Cedar Cliff Board of Education adopted evaluation instrument (if available) or evaluation instruments provided by the Ohio Department of Education may be utilized.

12. If the teacher desires to respond to the performance evaluation, within 14 days of the final summative evaluation meeting, the teacher may submit a written response to the evaluation, which will be attached to the evaluation document for the school year in which the evaluation was completed.
13. Teachers who elect to retire and notify the district and approved by the Board of Education by December 1 of the retiring school year, will not have an evaluation completed.
14. Any teacher who is absent 50% or more in an academic year with board approved leave may not be evaluated and the lack of evaluation is not a failure to comply with evaluation procedures, but upon return the next school year must participate in a full evaluation cycle regardless of their rating prior to the year of absenteeism. The decision whether to complete the evaluation shall be made by the building principal.
15. Teachers who are participating in the Resident Educator program will be subject to the same evaluation cycle as all other teachers with the exception of the RESA (Resident Educator Summative Assessment) evaluation year. Those teachers participating in the RESA for the first time during the evaluation year, may not be evaluated and will be indicated as so in the OTES reporting system.
16. Nothing in this Article is intended to supersede the requirements of ORC 3319.111 and 3319.112.

## 10.10 Employment of Retired Teachers

The following provisions will apply to the rehire of teachers who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111.

- A. The board is authorized to fill any bargaining unit vacancy with a retired teacher subject to the conditions provided below. Retired teacher means STRS retirement or another state's retirement system.
- B. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process. Board reserves the right to hire the best qualified candidate.
- C. For the purposes of salary schedule placement retired teachers shall be granted a maximum of five (5) years' experience on the appropriate salary columns upon initial employment. Retired Teachers will be credited with all earned training/education for purpose of salary schedule placement up to maximum of MA +30.
- D. Retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.
- E. Retired teachers may be re-employed from year to year under the limitations described in paragraph C with Board approval, but shall not be eligible for continuing contract status. If re-employed, retired Teachers shall advance one (1) year on the salary schedule up to and including step 10. Retired teachers cannot accumulate years past step 10 of the negotiated agreement. Retired teachers employed prior to July 1, 2019, shall continue to advance on the salary schedule until services are discontinued.
- F. Retired teachers will not retain or accrue seniority.
- G. Retired teachers shall not be eligible for severance pay upon separation from employment.
- H. Retired teachers shall be eligible to participate in the District's hospitalization, dental, vision and life insurance programs offered to bargaining unit members.



- I. Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with provisions of the agreement.
- J. Retired teachers may be evaluated as set out in Section 10.09 of this Article.
- K. Retired teachers shall not be entitled to use the sick leave bank in either donating or receiving days.
- L. Retired teachers shall not be eligible to use the Professional Development Reimbursement plan of the district.
- M. In the event of a reduction in force, retired teachers will be the first teachers on limited contracts to have their contracts suspended. Retired teachers whose contracts are suspended as a part of a reduction in force shall not have bumping or recall rights as specified in Article XII of this Agreement.

## ARTICLE XI - WORK DAY/WORK YEAR

### 11.01 Work Day

- A. The normal workday for teachers shall be considered to be seven (7) hours and thirty (30) minutes. The teacher school year is 184 workdays.
- B. The normal workday of seven (7) hours and thirty (30) minutes shall be scheduled by the administration.
- C. Each teacher shall be provided with a thirty (30) consecutive minute uninterrupted lunch period.
- D. Each teacher shall be provided with a minimum of 200 minutes of uninterrupted planning-conference time per week. Every effort will be made to give special area teachers at least 30 minutes of continuous, uninterrupted planning-conference time per day.
- E. Each teacher that has a split schedule between the elementary and secondary will be afforded all rights in C and D above.
- F. All teachers shall, in addition to the workday defined above, attend administrative staff meetings and in-service meetings as set forth in Article 11.03 and 11.04.

High School teachers shall attend the High School Awards program, Graduation, both Parent/Teacher conference meetings in the first semester and the fourth Parent/Teacher Conference night of the year, as well as the New Student/Freshmen Orientation. In the event, there is no orientation event held, High School Teachers shall attend all four Parent/Teacher Conference nights.

Middle School Teachers shall attend Open House, the MS end-of-year awards program, both Parent/Teacher conference meetings in the first semester and the fourth Parent/Teacher Conference night of the year, as well as either the Christmas *or* the Spring Music Concert. If an end-of-the-year Middle School Awards program is held during normal school hours, MS teachers will be required to attend both the Christmas and Spring music concerts, however, if the Awards program is after the normal school hours, the MS teachers will not be required to attend one of the two concerts.

Elementary School Teachers shall attend Open House, both Parent/Teacher conference meetings in the first semester and both

Parent/Teacher Conference nights in the second semester of the year, as well as either the Christmas *or* Spring Music Concert.

The principal will be responsible for coordinating a list of teachers for each music concert to ensure adequate student supervision and assistance is obtained. Teacher who work on more than one level shall work with building principals to determine the building to which they are assigned.

- G. The above schedules may be modified by mutual agreement between the Association and the Superintendent.
- H. Part-time teachers shall have their hours and duties stated in writing by the Superintendent, including prorated planning time as determined by the Superintendent.
- I. If a teacher believes there is a need of additional assistance in his/her classroom, the teacher may request an advisory committee consisting of the Superintendent or designee, the appropriate principal and guidance counselor, the teacher requesting additional assistance, and the association president or designee to meet to determine the legitimacy of the request. The committee will advise appropriate measures to alleviate the situation.
- J. On a two-hour delay, special teachers will be assigned by the elementary principal to give each elementary teacher (K-5 regular teacher, special education and Title/Federal teachers, if needed) a 15-minute break.

## 11.02 Calendar

In determining the school calendar, the superintendent will submit proposed plan(s) to the association for its memberships input. The association shall give its written reactions to calendar proposal(s) within ten (10) days of receipt. Following receipt, and consideration of association input, the superintendent shall make a presentation to the board.

## 11.03 Faculty Meetings

- A. One administrative staff meeting shall be scheduled each month during the regular school year under the following conditions:
  - 1) Each meeting shall commence no later than fifteen (15) minutes after dismissal of students. The building principal shall have the option to schedule faculty meetings from 7:15 a.m. to 8:00 a.m. instead of the after school time frame. Meeting times will be determined by the building principal.
  - 2) Each meeting, except in cases of emergency, shall adjourn within forty-five (45) minutes from the time the meeting commences.

- 3) Each building principal shall be responsible for preparation of the agendas for the administrative staff meetings. Copies of the agenda for each meeting shall be placed in the mailbox of each staff member at least forty-eight (48) hours prior to the time of the meeting or sent by e-mail.
- B. The holding of administrative staff meetings does not preclude the holding of various grade level and/or departmental meetings for the purposes of developing curriculum materials and courses of study or discussing student needs. However, such meetings shall not exceed two (2) per month.
- C. A teacher will be paid \$20/hour for attending a meeting required by an administrator, except for a teacher remedial meeting if the teacher has previously attended the two (2) meetings addressed in 11.03 B or two (2) other IEP/MFE meetings in any calendar month.

#### 11.04 In-Service Education

- A. In-service will be held four days of the school year with one-half day set aside for classroom preparation and one day for year-end closure.
- B. If the in-service education program is sponsored locally, the Board will provide all or part of the funds for meeting the financial obligations of the program. If the program is planned for in cooperation with another organization or political subdivision, the Board by resolution, may authorize the payment of this district's fair share of the cost, providing unencumbered funds are available in the proper appropriation account.
- C. A joint in-service committee of seven (7) members comprised of four (4) teachers appointed by the Association President and three (3) administrators/or designees will be formed by October 1 of the first year of the contract. The committee will examine options and poll the staff and association in order to make recommendations and suggestions with respect to the In-Service program.

#### 11.05 Inclusion

- A. The term "inclusion" shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom.
- B. All non-special/regular education teachers who have "included" students may have the opportunity to be a part of the development of the IEP for those students and to reopen the IEP when appropriate. In furtherance of this, the principals have the discretion to give such teachers reasonable release time to work on such IEP development during the normal workday.

- C. The assignment of students for inclusion shall be made on an equitable basis in the judgment of the Superintendent or his/her designee.
- D. Efforts will be made to provide as much assistance as needed for the regular education teacher.
- E. The regular education teacher will not be responsible for any lifting, diapering, or toileting of any student nor the administering of medication or the performing of medical procedures.
- F. Upon recommendation of the Superintendent, the Board shall budget such amounts as may be needed for appropriate professional development to train staff for IEP requirements.
- G. The administration will make attempts to grant common planning time for teachers of included students.
- H. Evaluations of included teachers will be done by the Principal or designated supervisor only, and not by their peers.
- I. Evaluations of aides will be done with input from the teacher by the principal or designated supervisor.

#### 11.06 Newly Enrolled Students

Every attempt will be made to give the teachers 15 minutes notice before a new student is brought to the classroom.

## ARTICLE XII - REDUCTION IN THE PROFESSIONAL WORK FORCE

- A. If it becomes necessary to reduce the professional work force for any of the reasons provided for in Section 3319.17 and Section 3319.18 of the Ohio Revised Code or for financial reasons, the Board shall proceed with such reductions in the following manner:
- 1) All reductions shall be made in compliance with Section 3319.17 O.R.C.
  - 2) Contracts of teachers serving under temporary certificates shall be suspended first.
  - 3) Contracts of teachers serving under limited contracts shall be suspended second.
  - 4) Contracts of teachers serving under continuing contracts shall be suspended third.
  - 5) In making a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For the first year of this agreement, all teachers will be deemed to have comparable evaluations. During the second year of this agreement, and thereafter, teachers assigned a performance rating of accomplished or skilled will be considered comparable, and teachers assigned a performance rating of developing or ineffective will be considered comparable.
  - 6) Bumping rights shall accrue to all teachers on a seniority basis within their respective contract status groups, so long as the affected teachers have comparable evaluations as defined in Paragraph 5 above, but in no event shall a non-tenured teacher exercise bumping rights over a teacher on continuing contract status. The right to bump shall be limited to one's area of current certification, and no assignment shall be claimed outside one's area(s) of certification.
  - 7) Teachers whose contracts have been suspended because of reduction in force shall be placed on a recall list to be recalled for vacancies in which they are certified. Such recall rights shall be in effect for a period of twenty-four (24) months from the date of the suspension. Teachers on continuing contracts will be recalled first,

in reverse order of reduction. Teachers on limited contracts will be recalled next, in reverse order of reduction.

- 8) A teacher whose contract has been suspended under the provisions of this policy and who is offered re-employment must accept the contract offer within ten (10) working days of the written notification of the employment offer. If the teacher rejects the contract offer, the teacher's name shall be dropped from the recall list.
  - 9) Teachers whose contracts have been suspended because of a reduction in the professional work force and who wish to be recalled when positions become vacant shall keep their address and telephone number current with the Treasurer of the Board.
- B. Non-renewal shall not be used to accomplish reduction in force.
- C. Before deciding the need for a reduction in force, the Board will consider normal attrition.
- D. Teachers affected by a reduction in force will be informed of the reduction prior to the date on which Board action is to be taken. A list of teachers affected by a reduction will be provided to the Association prior to the date on which the Board acts.
- E. Seniority shall be defined as the continuous length of service of employment with the District and shall include the following:
- 1) Initial employment shall be determined as the date the Board, by resolution, offered the contract of employment.
  - 2) Teachers who have their employment interrupted by required services in the military services of this country shall continue to accrue seniority.
  - 3) Teachers on leave of absence shall retain their seniority but shall not continue to accrue seniority during the leave period.
  - 4) Teachers on sabbatical leave shall continue to accrue seniority.
  - 5) Teachers on recognized disability retirement shall continue to accrue seniority. (Maximum of five (5) years.)
  - 6) Teachers on suspended contracts under this reduction in force policy shall continue to accrue seniority.

- 7) Seniority and seniority rights are considered ended when the contract is terminated by either party, through non-renewal and not subsequently rehired, resignation, or retirement.



## ARTICLE XIII - MISCELLANEOUS

### 13.01 Academic Freedom

- A. The Board and the Association recognize the rights and responsibilities of teachers to instruct their classes and to use materials which best represent and describe the subject area. Many materials may be obtained from sources other than the school library or from purchases by the Board. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material. The Board shall have the final authority over classroom materials, curriculum, etc.

In the event that any citizen has a complaint or question concerning material used in conjunction with a class, the following policy shall be used to handle such concerns:

- 1) If a citizen calls the central office, the Superintendent, or the building principal with a concern about material, the individual responding to the citizen shall get the name, address, and phone number of the citizen and inform the citizen of the following:
  - a) The teacher of the class
  - b) Times during the day when the teacher could be reached to answer any questions
  - c) That there exists a formal policy for reconsideration of material
- 2) The teacher shall be informed of any initial inquiries and/or complaints.
- 3) If a citizen contacts the teacher, the teacher shall attempt to answer any questions the citizen may have. The citizen shall be mailed or given directly a copy of the Citizen's Request for Reconsideration of a Work form. See Appendix H.
- 4) If the citizen completes the form and returns it to the teacher, this procedure will be followed:
  - a) A review committee shall be established by the principal that shall include the following persons:
    - (1) The principal
    - (2) The department chairperson or grade level representative
    - (3) One teacher chosen by the principal
    - (4) One teacher chosen by the teacher (s) involved

- b) All members of the review committee shall familiarize themselves with the material in question.
  - c) The principal shall call a meeting of the members of the review committee, the teacher, and the citizen. During this meeting the citizen shall inform the committee of any and all objections to the material, how it was received by the class, why it, was chosen, whether the choices of materials were given to the students, and any other information requested by the review committee pertinent to the situation.
- 5) After hearing all of the information, the review committee shall render a decision concerning the material in question and supply copies of their decision to the citizen, the teacher, the Superintendent, and to the Board. A copy of this shall also be available for public information and filed in the Superintendent's office.
  - 6) If the citizen or the teacher is not satisfied with the review committee's decision, either party may request a meeting with the Board in an attempt to resolve the situation.

### 13.02 Public Complaints about School Personnel

Constructive criticism of the school and/or its personnel is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the educational program of the school district.

The Board places trust in its teachers and desires to support their actions in such a manner that teachers are freed from unnecessary criticism and complaints.

Whenever a complaint is made to the Board as a whole or to a Board member as an individual the board will listen for informational purposes only. The Board or board member will refer the parent to Step 1 on the approved complaint procedure. The individual teacher involved shall be advised of the nature of the complaint and shall be given an opportunity to explain, to comment, and to present the facts as he or she sees them when the board or Administration believes the nature of the complaint could affect the teacher's ability to be effective.

The following procedure has been established for processing such complaints about teachers. Any complaint regarding a teacher directed to any member of the school administration team shall be processed in the following manner:

Step 1: The complaint will be directed to the teacher most immediately involved. All efforts shall be made to reach a satisfactory solution through a conference or other means at this level.

Step 2: Any complaint unresolved at Step 1 may be submitted at the request of the teacher or complainant, orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 shall be forwarded by the building principal to the Superintendent.

Step 4: Upon receipt of the complaint the Superintendent shall confer with all parties. The teacher shall have the right to be present and represented at all meetings of the Superintendent and the complainant.

Step 5: If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, the Superintendent shall forward the results of discussion at Step 4 along with recommendations, in writing, to the Board and a copy to all parties involved.

Step 6: After receipt of the findings and recommendations of the Superintendent and before action thereon, the Board shall afford the parties an opportunity to meet with the Board. Copies of any action taken by the Board shall be forwarded to all parties.

### 13.03 Class Size

It shall be the responsibility of the principal to adjust class loads as equitably as possible. Every attempt shall be made to keep regular instructional classes at reasonable levels.

### 13.04 Professional Development Program/Tuition Reimbursement

A. The Board shall provide an amount of fifteen thousand dollars (\$15,000) to be paid to teachers for earned college credit subject to the following conditions:

- 1) The teacher shall teach in the District a minimum of one (1) contractual year following completion of the course. Teachers whose positions are eliminated through a reduction in force will not be required to reimburse monies used within that year via the Tuition Reimbursement Program. Those teachers who leave the district for any reason other than a RIF shall be required to return the money for use by other staff members in the Tuition Reimbursement Program.
- 2) The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to a new certificate/license relative to the current area of teaching. The

teacher must first demonstrate that the course fits the above description.

- 3) Non-credit workshops or courses where the teacher is receiving any other type of aid will not be reimbursed.
- 4) The teacher shall submit an application for professional development reimbursement (see Appendix I) prior to the course and shall submit written proof in the form of an official transcript and a receipt of tuition fees paid upon completion of the course from an institution recognized by the Ohio State Department of Education for its accreditation. The teacher must complete the course with at least a (B) grade or a pass if on pass/fail basis.
- 5) The rate of reimbursement will be the actual rate for the quarter hour or semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate.
- 6) The request will be recognized on a first come-first serve basis and no teacher will be reimbursed for additional classes until all initial requests have been reimbursed. Initial reimbursement shall be for only three (3) semester hours or four (4) quarter hours. After an employee has received a first round reimbursement, he/she will be eligible for another three (3) semester hours or four (4) quarter hours if funds remain.
- 7) Any money not used will revert to the General Fund. The distribution of money will be available during fiscal year 7/1 - 6/30.

B. Any Board/administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board, beyond the allocation in Section A.

### 13.05 Communicable Disease Policies

The Board agrees to follow Board Policies 8450, Control of Casual Contact Communicable Diseases and 8453, Direct Contact of Communicable Diseases.

All teachers shall have a current copy of these policies.

### 13.06 Drug Free Work Place Policy

The Board agrees to follow Board Policy 3122.01, Alcohol and Drug Abuse/Rehabilitation Policy.

The Association recognizes that the Board may take action against any teacher for drug offenses in accordance with normal disciplinary procedures as provided by law.

All teachers shall receive a copy of this policy.

#### 13.07 Sexual Harassment Policy

Board agrees to follow Board Policy 3362, Anti-Harassment. All teachers shall receive a copy of this policy.

#### 13.08 Bloodborne Pathogens

The Board will make an effort to protect teachers from exposure to blood-borne pathogens in the work place and will make available to teachers, at no expense to the teachers, such prevention measures recommended by health care professionals or other governing health and safety organization.

#### 13.09 Distance Learning

Agreed upon guidelines.

#### 13.10 Resident Educator Program

- A. Ohio law requires that any individual employed under a resident educator license or alternative resident educator license and who meets eligibility criteria established by the Ohio Department of Education shall be required to successfully complete a resident educator program consistent with standards established by the Ohio department of education.
- B. A resident educator includes a formal program of support, which includes mentoring to foster professional growth congruent with the required performance-based assessment. Such mentoring shall be on an ongoing basis, and will be consistent with standards established by the Ohio Department of Education. The support consists of four (4) academic years, although it may not be necessary for a Resident Educator to have a mentor for all four years. If a teacher is employed after the school year begins, the resident educator program for that teacher consists of a minimum of 120 school days for each of the four years.
- C. Mentors will be selected from teachers who have volunteered to mentor. Teachers eligible to mentor must meet all of the following qualifications:
  - 1) Five-year professional license or two-year provisional license that has been renewed two or more times;
  - 2) Complete application process;

- 3) Be selected to attend mentor training.
- 4) Successfully complete mentor training

The mentor selection team must include, but is not limited to, at least one (1) administrator and the resident educator coordinator. The administrator will make the final decision.

- D. After successful completion of mentor training, mentors will be matched with Resident Educators and will provide standards-based mentoring support to Resident Educators.
- E. If necessary, Resident Educators and mentors will be granted release time to attend state-required trainings.
- F. It is recognized that the Resident Educator Program has a number of models that can be used, including one-to-one mentoring, cohort, co-teaching, or a combination of these models.
- G. Should a mentor resign or be otherwise replaced, a proportionate stipend shall be paid to the affected mentor.
- H. If there are no Resident Educators in a given year, no mentor will be paid a stipend. A mentor will not be paid a stipend in any year when a Resident Educator is not assigned to the mentor.
- I. The mentor will report at the end of the school year to the Superintendent the date meetings between the mentor and Resident Educator took place, along with a copy of the completed mentor checklist. All communication between the mentor and the Resident Educator is confidential.
- J. A teacher on five-year licensure who is new to the District or who is reassigned to a different building will be offered a mentor. A different building is defined as moving from the elementary to the middle school or high school or any combination of the above.

### 13.11 Local Professional Development Committee

#### Cedar Cliff Local Professional Development Committee (CCLPDC) Standards and Bylaws

##### Governance

The Cedar Cliff Local Professional Development Committee (CCLPDC) policy, procedures, and governance shall not supersede the negotiated agreement and/or district policy. Proposals to the CCLPDC and approvals/denials by the CCLPDC

shall not override the negotiated agreement and/or district policy. The CCLPDC was established August 1998.

### Philosophy

The Local Professional Development Committee supports the philosophy of the Cedar Cliff Local School District. Teacher quality is central to Cedar Cliff Local Schools' mission to ensure all students reach high levels of academic achievement, and develop high standards in order to make positive contributions to society. Cedar Cliff Local Schools' efforts to provide the best teachers for its children focus on three critical areas: (1) recruiting and retaining good teachers, (2) attending to the preparation and ongoing learning of teachers, and (3) creating the conditions in which teachers can teach well.

### Purpose

The purpose of the LPDC is to provide information for and guiding the development of the teacher's IPDPs. The LPDC has the responsibility of determining whether coursework, workshops, conferences, or equivalent other activities related to teaching of the area of licensure meet the requirements of the standards and fulfill our district's vision of equipping today's students for tomorrow's challenges.

### Representation

1. Three teachers; two year terms with alternate selection; selection process to be administered by the Cedar Cliff Education Association in accordance with the CCEA Constitution. In the event of a vacancy, the CCEA will be responsible for filling the vacancy within 30 days.
2. One principal shall be selected for a two-year term by the Superintendent. Definition of principal: any person employed for the majority of their contact time as a principal or assistant principal, and who holds a valid Ohio principal's certificate/license issued by the ODE.
3. One member selected by the Superintendent. The member will serve a two-year term. This member shall be any employee of the Cedar Cliff Local School District who holds a valid Ohio certificate/license issued by the ODE including, but not limited to, the following: teacher, principal, superintendent, supervisor, and guidance counselor. In the event of a vacancy, the Superintendent will be responsible for filling the vacancy within 30 days. A member who is not fulfilling his duties may be removed for just cause by a unanimous vote of the remaining members.

### Selection/Responsibilities

Chairperson: Elected by a majority of the CCLPDC.

Responsibilities: Conduct CCLPDC meetings. Communicate information to the members of the CCLPDC. Represent the CCLPDC at meetings of other stakeholder organizations. Fill vacancies on the CCLPDC in accordance with selection rules. Notify applicants of approval/resubmission/denial status of Individual Professional Development Plans and/or proposals for credit. Receive, organize, and present (to the CCLPDC) submitted individual professional development plans and/or proposals for credit. Represent the CCLPDC at meetings of other stakeholder organizations.

Secretary: Elected by a majority of the CCLPDC.

Responsibilities: Maintain minutes of action taken during CCLPDC meetings.

Recorder: Elected by a majority of the CCLPDC.

Responsibilities: Record CEUs/credits in individual teacher's LPDC file, approved by the committee.

### Relationship of local standards board to local in-service and staff development

The LPDC will be sure the IPDP of individuals is aligned with the District's Consolidated Continuous Improvement Plan (CCIP) and requirements for Highly Qualified Teacher.

Members of the LPDC will annually review these documents and will submit in-service staff development ideas to the in-service committee

### Documents and Records

LPDC documents and records are kept in a designated file in the superintendent's, or his/her designee's office.

### Committee Procedures

The CCLPDC will meet monthly during the school year or as needed. All regular meetings will be scheduled during non-instruction hours at the school. During the months of June, July, and August the CCLPDC will meet on an as needed basis. The meetings shall be posted at least 48 hours in advance.

The chairperson has the right to call members for the purpose of cancellation if no IPDPs, course/activity proposals, or issues are submitted during a particular



month. All meetings are open to the public – Ohio’s public meeting "Sunshine" laws apply.

An emergency meeting of the CCLPDC may be called by the chairperson with the concurrence of the majority of the members. Conference calls may be utilized for CCLPDC business.

A quorum, necessary to conduct CCLPDC business, shall be four (4) out of the five (5) CCLPDC members. For employees renewing teaching certificates/licenses, the entire CCLPDC will vote on the approval of the IPDP. For employees renewing administration or treasurer certificates/ licenses, the CCLPDC less two teacher members will vote on the approval of the IPDP. The remaining teacher member will be chosen by the CCEA.

A simple majority of the CCLPDC members must agree upon any proposal for it to be considered approved.

No documents submitted for consideration by the CCLPDC shall be used as examples without written permission of the party/parties involved.

Minutes and records of actions taken shall be maintained by the CCLPDC secretary and recorder. Copies of these minutes/records shall be available to the superintendent, building principals, and CCEA president.

Approval of IPDPs or course/activity proposals shall be determined by simple majority. The Board will be responsible for safe storage of all records. A time limit of 15 minutes per proposal should be adhered to by all CCLPDC members.

Reviewed IPDPs and/or course/activity proposals are to be returned within 3 working days of the review.

### Appeals

Written appeals shall be submitted to the CCLPDC chairperson within 20 contract days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the CCLPDC after the written denial has been received.

An appeal may be presented in person at the next regularly scheduled CCLPDC meeting. A written request for inclusion in the agenda should be given to the CCLPDC chairperson not later than three (3) student contact days before that regularly scheduled CCLPDC meeting.

Written notification of the appeal decision shall be provided within five (5) student contact days or 30 calendar days, whichever comes first.

If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three-person mediation team chosen as follows: one person selected by the applicant, one person chosen by the CCLPDC, and a third person mutually agreed upon by the applicant and the CCLPDC. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

If further appeal is necessary, the applicant may request a hearing before the State Board of Education. At no time will the grievance process of the negotiated agreement be used as a form of appeal.

### Amendments

The CCLPDC may recommend revision of this document by a vote of four (4) CCLPDC members in favor of the amendment. Any such amendment shall be voted on by the Cedar Cliff Board of Education and the Cedar Cliff Education Association in accordance with law and established procedures. This shall take place within the lesser of ten contract days or thirty calendar days and shall result in a Memorandum of Understanding. Such approved memoranda shall be in force until the implementation of the next regularly scheduled negotiated agreement, when such amendments shall be considered for regular adoption.

Amendments altering the requirements for approved IPDPs and/or approved course/activity proposal shall not negatively impact any individual who has already begun pursuit of a license.

Amendments may be suggested by any certificated employee by submission in writing to the committee chairperson, who shall make the CCLPDC aware of such suggestions at the next regularly scheduled CCLPDC meeting.

### Submission Guidelines

It is the responsibility of the Cedar Cliff licensed employee to monitor the expiration date(s) of his/her license(s).

### Guidelines for Obtaining Approvals

The employee seeking licensure shall complete the appropriate form and submit it to any LPDC member.

### Individual Professional Development Plan (IPDP)

Professional development included within an IPDP should reflect the needs of the community, district, building, classroom, or individual. The majority of the professional development indicated should be relevant to professional goals within the field of educational licensure.

Coursework must conform to the existing negotiated agreement policy for consideration. Other courses/classes/workshops may be submitted as Equivalent Activities.

Every employee of the Cedar Cliff Board of Education, who does not have a permanent certificate in the field in which they are currently employed, must submit a new IPDP by October 15<sup>th</sup> of the 1<sup>st</sup> year of the teacher's new license cycle. No CEU credit will be issued before a new IPDP is approved.

Any submitted proposal deemed unreadable by the CCLPDC shall be returned without review to the person submitting the proposal. The proposal may be resubmitted in appropriate form for consideration at the next regularly scheduled CCLPDC meeting.

Individual Professional Development Plans which are not approved are to be returned to the applicant within three (3) working days of the review.

IPDPs which are denied may be resubmitted with modifications, or they may be appealed.

#### Submission of Application for CEU Credit

The employee seeking Continuing Education Credit (CEU) shall submit the appropriate form to the CCLPDC prior to the workshop/conference. After attending the workshop/conference, the employee will submit a certificate of attendance or voucher of contact hours to the CCLPDC in order for credit to be awarded.

#### Submission of Coursework/Activity Proposals

Proposals for coursework and/or equivalent activities, which will be used to satisfy the Ohio Department of Education (ODE) renewal requirements, MUST be approved by the CCLPDC.

Although required work within a Master's Degree program applies to the university degree, courses submitted to the CCLPDC for certificate/license renewal purposes must be relevant to an approved IPDP.

Approval of coursework does not guarantee tuition reimbursement or movement on the salary schedule, or the accomplishment of job improvement targets set by the building principal. See the negotiated agreement for specific current requirements.

### New employees to Cedar Cliff with Previous Educational Experience

Previously employed new hires who hold a certificate/license issued by the ODE and who have coursework/activities approved by their prior Local Professional Development Committee during their current renewal cycle shall have said coursework/activities approved by the CCLPDC when accompanied by verifiable supporting documentation.

### University Credit toward Certification/Licensure Renewal

Coursework must be relevant to an approved IPDP.

The appropriate coursework form shall be approved BEFORE beginning a course where consideration for said course toward renewal is sought. If unique situations arise where prior approval is not possible for verifiable reasons, the CCLPDC may waive the requirement for prior approval. Such waiver request should be filed in writing with the CCLPDC chairperson as soon as possible, and will be considered at the next regularly scheduled CCLPDC meeting. Credit for coursework begun before proposal approval is not guaranteed.

### Credit for Equivalent Activities

Activities must be relevant to an approved IPDP. Teachers will be asked to justify the credit value sought through their activity/projects.

Equivalent activities/projects should result in a tangible product such as, but not limited to, a book/booklet, article, report, curriculum, training modules, videotape, pilot project, software package, etc.

The appropriate activity form shall be approved BEFORE beginning an activity where CEUs for said activity are sought. If unique situations arise when prior approval is not possible for verifiable reasons, the CCLPDC may waive the requirement for prior approval. Such waiver requests should be filed in writing with the CCLPDC chairperson as soon as possible and will be considered at the next regularly scheduled CCLPDC meeting. CREDIT FOR ACTIVITIES BEGUN BEFORE PROPOSAL APPROVAL IS NOT GUARANTEED.

Once a proposal is approved, it is the responsibility of the individual(s) to fully complete the components of the project in a timely manner as stated in the proposal. If modifications to the activity/project are to be made, these modifications should be submitted in writing to the CCLPDC chairperson as soon as possible. Deviations from the original proposal may result in a change in the number of CEUs granted for the activity/project.

### Continuing Education Units

A continuing education unit shall be defined as:

10 contact hours = 1 continuing education unit (CEU)

3 CEUs = 1 semester hour equivalent

2 CEUs = 1 quarter hour equivalent

These guidelines do not restrict the CCLPDC to awarding credit solely on a contact-time basis. Justification must be provided for credit sought. A fee may be charged for each approved application.

### Payment for Bargaining Unit Members

Supplemental pay for this position will be according to the negotiated agreement.

#### 13.12 Academic Distress

As required by ORC Section 3302.10 (P), the parties incorporate into this contract the provisions of ORC 3302.10 regarding academic distress commissions. ORC 3302.10 shall have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the District.

## **ARTICLE XIV - NONDISCRIMINATION**

The Board, the Association and the Administration agree not to discriminate in any way against any teacher with regard to race, creed, religion, color, national origin, sex, age, or marital status, disability, veteran status, or union membership.

## **ARTICLE XV - EFFECTS OF CONTRACT/DURATION/SIGNATURES**

### 15.01 Duration

All Articles contained herein have been discussed and agreed upon and shall become effective July 1, 2022, and remain in effect until June 30, 2025.

### 15.02 Amendments

Negotiations may be reopened to change any of the agreements contained herein by mutual consent and agreement of both parties during the duration of this agreement, except as provided for in Article II. The party wishing to effect the change shall so indicate its desire by requesting to reopen negotiations by mutual consent.

### 15.03 Severability

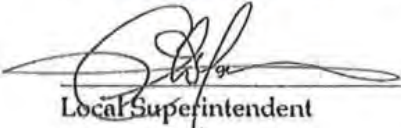
- A. THIS CONTRACT SUPERSEDES AND PREVAILS OVER ALL CONFLICTING STATUTES OF THE STATE OF OHIO EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 4117.10(A) OF THE OHIO REVISED CODE.
- B. If any provision and/or application of these agreements is held to be UNLAWFUL by a court of law having proper jurisdiction, or by a legislative act, or if any formal opinion of the State Attorney General declares such provision or application to be UNLAWFUL, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not effected will continue in full force and effect. THE PARTIES SHALL MEET WITHIN TEN (10) DAYS AFTER A FINAL DETERMINATION TO NEGOTIATE THE UNLAWFUL PROVISION AND BRING IT INTO COMPLIANCE WITH THE LAW. IF THE PARTIES FAIL TO REACH AGREEMENT OVER THE AFFECTED PROVISION, THE PARTIES SHALL UTILIZE THE DISPUTE RESOLUTION PROCEDURES SPECIFIED IN ARTICLE II - NEGOTIATED AGREEMENTS.

### 15.04 Effects of Contract

Both parties agree to be bound by the provisions of this contract during the period stated above. In the event a disagreement is encountered in the implementation or interpretation of any of these agreements, resolution shall be sought through the Grievance Procedure.

15.05 Signatures


  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Local Superintendent

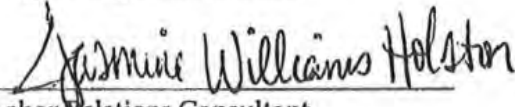
  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Attorney for the Board

  
\_\_\_\_\_  
President, CCEA

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Negotiating Team Member

  
\_\_\_\_\_  
Labor Relations Consultant



## **Appendix A – Salary Schedules**

Base Salary Schedule and Indexes

Base Salary Schedule and Index  
Effective July 1, 2022

FY23 2.75%	BA	BA+15	MA	MA+15	MA+30
Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$42,153	\$44,261	\$48,476	\$50,584	\$52,691
	1.00000	1.05000	1.15000	1.20000	1.25000
1	\$42,996	\$45,146	\$49,445	\$51,595	\$53,745
	1.02000	1.07100	1.17300	1.22400	1.27500
2	\$43,856	\$46,049	\$50,434	\$52,627	\$54,820
	1.04040	1.09242	1.19646	1.24848	1.30050
3	\$44,733	\$46,970	\$51,443	\$53,680	\$55,916
	1.06121	1.11427	1.22039	1.27345	1.32651
4	\$45,628	\$47,909	\$52,472	\$54,753	\$57,035
	1.08243	1.13655	1.24480	1.29892	1.35304
5	\$46,540	\$48,867	\$53,521	\$55,848	\$58,175
	1.10408	1.15928	1.26969	1.32490	1.38010
6	\$47,471	\$49,845	\$54,592	\$56,965	\$59,339
	1.12616	1.18247	1.29509	1.35139	1.40770
7	\$48,421	\$50,842	\$55,684	\$58,105	\$60,526
	1.14869	1.20612	1.32099	1.37842	1.43586
8	\$49,631	\$52,113	\$57,076	\$59,557	\$62,039
	1.17740	1.23627	1.35401	1.41288	1.47175
9	\$50,872	\$53,415	\$58,503	\$61,046	\$63,590
	1.20684	1.26718	1.38786	1.44821	1.50855
10	\$52,144	\$54,751	\$59,965	\$62,572	\$65,180
	1.23701	1.29886	1.42256	1.48441	1.54626
11	\$53,447	\$56,120	\$61,464	\$64,137	\$66,809
	1.26793	1.33133	1.45812	1.52152	1.58492
12	\$54,783	\$57,523	\$63,001	\$65,740	\$68,479
	1.29963	1.36461	1.49458	1.55956	1.62454
13	\$56,153	\$58,961	\$64,576	\$67,384	\$70,191
	1.33212	1.39873	1.53194	1.59855	1.66515
14	\$57,557	\$60,435	\$66,190	\$69,068	\$71,946
	1.36543	1.43370	1.57024	1.63851	1.70678
15	\$58,420	\$61,341	\$67,183	\$70,104	\$73,025
	1.38591	1.45520	1.59379	1.66309	1.73238
16	\$59,296	\$62,261	\$68,191	\$71,156	\$74,121
	1.40670	1.47703	1.61770	1.68804	1.75837
17	\$60,186	\$63,195	\$69,214	\$72,223	\$75,232
	1.42780	1.49919	1.64197	1.71336	1.78475
18	\$61,089	\$64,143	\$70,252	\$73,306	\$76,361
	1.44921	1.52167	1.66660	1.73906	1.81152
19	\$62,005	\$65,105	\$71,306	\$74,406	\$77,506
	1.47095	1.54450	1.69159	1.76514	1.83869
20	\$62,935	\$66,082	\$72,375	\$75,522	\$78,669
	1.49302	1.56767	1.71697	1.79162	1.86627
21	\$63,879	\$67,073	\$73,461	\$76,655	\$79,849
	1.51541	1.59118	1.74272	1.81849	1.89426
22	\$64,837	\$68,079	\$74,563	\$77,805	\$81,047
	1.53814	1.61505	1.76886	1.84577	1.92268
23	\$65,810	\$69,100	\$75,681	\$78,972	\$82,262
	1.56121	1.63928	1.79540	1.87346	1.95152
24	\$66,797	\$70,137	\$76,817	\$80,156	\$83,496
	1.58463	1.66386	1.82233	1.90156	1.98079
25	\$67,799	\$71,189	\$77,969	\$81,359	\$84,749
	1.60840	1.68882	1.84966	1.93008	2.01050
26	\$68,816	\$72,257	\$79,138	\$82,579	\$86,020
	1.63253	1.71415	1.87741	1.95903	2.04066
27	\$69,504	\$72,979	\$79,930	\$83,405	\$86,880
	1.64885	1.73130	1.89618	1.97862	2.06107
28	\$70,199	\$73,709	\$80,729	\$84,239	\$87,749
	1.66534	1.74861	1.91514	1.99841	2.08168
29	\$70,901	\$74,446	\$81,536	\$85,081	\$88,626
	1.68200	1.76610	1.93430	2.01839	2.10249
30	\$71,256	\$74,818	\$81,944	\$85,507	\$89,070
	1.69041	1.77493	1.94397	2.02849	2.11301
31	\$71,612	\$75,193	\$82,354	\$85,934	\$89,515
	1.69886	1.78380	1.95369	2.03863	2.12357
32	\$71,970	\$75,569	\$82,766	\$86,364	\$89,963
	1.70735	1.79272	1.96345	2.04882	2.13419
33	\$72,330	\$75,946	\$83,179	\$86,796	\$90,412
	1.71589	1.80168	1.97327	2.05907	2.14486
34	\$72,692	\$76,326	\$83,595	\$87,230	\$90,864
	1.72447	1.81069	1.98314	2.06936	2.15559
35	\$73,055	\$76,708	\$84,013	\$87,666	\$91,319
	1.73309	1.81975	1.99305	2.07971	2.16636

Base Salary Schedule and Index  
Effective July 1, 2023

FY24 3%	BA	BA+15	MA	MA+15	MA+30
Exp.	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$43,418	\$45,589	\$49,931	\$52,102	\$54,273
	1.00000	1.05000	1.15000	1.20000	1.25000
1	\$44,286	\$46,501	\$50,929	\$53,144	\$55,358
	1.02000	1.07100	1.17300	1.22400	1.27500
2	\$45,172	\$47,431	\$51,948	\$54,207	\$56,465
	1.04040	1.09242	1.19646	1.24848	1.30050
3	\$46,076	\$48,379	\$52,987	\$55,291	\$57,594
	1.06121	1.11427	1.22039	1.27345	1.32651
4	\$46,997	\$49,347	\$54,047	\$56,396	\$58,746
	1.08243	1.13655	1.24480	1.29892	1.35304
5	\$47,937	\$50,334	\$55,128	\$57,524	\$59,921
	1.10408	1.15928	1.26969	1.32490	1.38010
6	\$48,896	\$51,341	\$56,230	\$58,675	\$61,120
	1.12616	1.18247	1.29509	1.35139	1.40770
7	\$49,874	\$52,367	\$57,355	\$59,848	\$62,342
	1.14869	1.20612	1.32099	1.37842	1.43586
8	\$51,120	\$53,676	\$58,789	\$61,345	\$63,901
	1.17740	1.23627	1.35401	1.41288	1.47175
9	\$52,398	\$55,018	\$60,258	\$62,878	\$65,498
	1.20684	1.26718	1.38786	1.44821	1.50855
10	\$53,708	\$56,394	\$61,765	\$64,450	\$67,136
	1.23701	1.29886	1.42256	1.48441	1.54626
11	\$55,051	\$57,804	\$63,309	\$66,061	\$68,814
	1.26793	1.33133	1.45812	1.52152	1.58492
12	\$56,427	\$59,249	\$64,892	\$67,713	\$70,534
	1.29963	1.36461	1.49458	1.55956	1.62454
13	\$57,838	\$60,730	\$66,514	\$69,406	\$72,298
	1.33212	1.39873	1.53194	1.59855	1.66515
14	\$59,284	\$62,248	\$68,177	\$71,141	\$74,105
	1.36543	1.43370	1.57024	1.63851	1.70678
15	\$60,173	\$63,182	\$69,199	\$72,208	\$75,217
	1.38591	1.45520	1.59379	1.66309	1.73238
16	\$61,076	\$64,130	\$70,237	\$73,291	\$76,345
	1.40670	1.47703	1.61770	1.68804	1.75837
17	\$61,992	\$65,092	\$71,291	\$74,390	\$77,490
	1.42780	1.49919	1.64197	1.71336	1.78475
18	\$62,922	\$66,068	\$72,360	\$75,506	\$78,652
	1.44921	1.52167	1.66660	1.73906	1.81152
19	\$63,866	\$67,059	\$73,446	\$76,639	\$79,832
	1.47095	1.54450	1.69159	1.76514	1.83869
20	\$64,824	\$68,065	\$74,547	\$77,789	\$81,030
	1.49302	1.56767	1.71697	1.79162	1.86627
21	\$65,796	\$69,086	\$75,666	\$78,955	\$82,245
	1.51541	1.59118	1.74272	1.81849	1.89426
22	\$66,783	\$70,122	\$76,801	\$80,140	\$83,479
	1.53814	1.61505	1.76886	1.84577	1.92268
23	\$67,785	\$71,174	\$77,953	\$81,342	\$84,731
	1.56121	1.63928	1.79540	1.87346	1.95152
24	\$68,802	\$72,242	\$79,122	\$82,562	\$86,002
	1.58463	1.66386	1.82233	1.90156	1.98079
25	\$69,834	\$73,325	\$80,309	\$83,800	\$87,292
	1.60840	1.68882	1.84966	1.93008	2.01050
26	\$70,881	\$74,425	\$81,513	\$85,057	\$88,601
	1.63253	1.71415	1.87741	1.95903	2.04066
27	\$71,940	\$75,541	\$82,741	\$86,332	\$89,948
	1.64885	1.73130	1.89618	1.97862	2.06107
28	\$72,306	\$75,921	\$83,152	\$86,767	\$90,382
	1.66534	1.74861	1.91514	1.99841	2.08168
29	\$73,029	\$76,680	\$83,983	\$87,635	\$91,286
	1.68200	1.76610	1.93430	2.01839	2.10249
30	\$73,394	\$77,064	\$84,403	\$88,073	\$91,743
	1.69041	1.77493	1.94397	2.02849	2.11301
31	\$73,761	\$77,449	\$84,825	\$88,513	\$92,201
	1.69886	1.78380	1.95369	2.03863	2.12357
32	\$74,130	\$77,836	\$85,249	\$88,956	\$92,662
	1.70735	1.79272	1.96345	2.04882	2.13419
33	\$74,500	\$78,225	\$85,676	\$89,401	\$93,126
	1.71589	1.80168	1.97327	2.05907	2.14486
34	\$74,873	\$78,617	\$86,104	\$89,848	\$93,591
	1.72447	1.81069	1.98314	2.06936	2.15559
35	\$75,247	\$79,010	\$86,534	\$90,297	\$94,059
	1.73309	1.81975	1.99305	2.07971	2.16636

Base Salary Schedule and Index  
Effective July 1, 2024

Exp.	BA	BA+15	MA	MA+15	MA+30
0	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
0	\$44,395	\$46,615	\$51,054	\$53,274	\$55,494
	1.00000	1.05000	1.15000	1.20000	1.25000
1	\$45,283	\$47,547	\$52,075	\$54,339	\$56,604
	1.02000	1.07100	1.17300	1.22400	1.27500
2	\$46,189	\$48,498	\$53,117	\$55,426	\$57,736
	1.04040	1.09242	1.19646	1.24848	1.30050
3	\$47,112	\$49,468	\$54,179	\$56,535	\$58,890
	1.06121	1.11427	1.22039	1.27345	1.32651
4	\$48,055	\$50,457	\$55,263	\$57,665	\$60,068
	1.08243	1.13655	1.24480	1.29892	1.35304
5	\$49,016	\$51,466	\$56,368	\$58,819	\$61,270
	1.10408	1.15928	1.26969	1.32490	1.38010
6	\$49,996	\$52,496	\$57,495	\$59,995	\$62,495
	1.12616	1.18247	1.29509	1.35139	1.40770
7	\$50,996	\$53,546	\$58,645	\$61,195	\$63,745
	1.14869	1.20612	1.32099	1.37842	1.43586
8	\$52,271	\$54,884	\$60,111	\$62,725	\$65,338
	1.17740	1.23627	1.35401	1.41288	1.47175
9	\$53,578	\$56,256	\$61,614	\$64,293	\$66,972
	1.20684	1.26718	1.38786	1.44821	1.50855
10	\$54,917	\$57,663	\$63,155	\$65,900	\$68,646
	1.23701	1.29886	1.42256	1.48441	1.54626
11	\$56,290	\$59,104	\$64,733	\$67,548	\$70,362
	1.26793	1.33133	1.45812	1.52152	1.58492
12	\$57,697	\$60,582	\$66,352	\$69,237	\$72,121
	1.29963	1.36461	1.49458	1.55956	1.62454
13	\$59,140	\$62,097	\$68,011	\$70,968	\$73,925
	1.33212	1.39873	1.53194	1.59855	1.66515
14	\$60,618	\$63,649	\$69,711	\$72,742	\$75,773
	1.36543	1.43370	1.57024	1.63851	1.70678
15	\$61,527	\$64,604	\$70,756	\$73,833	\$76,909
	1.38591	1.45520	1.59379	1.66309	1.73238
16	\$62,450	\$65,573	\$71,818	\$74,940	\$78,063
	1.40670	1.47703	1.61770	1.68804	1.75837
17	\$63,387	\$66,556	\$72,895	\$76,064	\$79,234
	1.42780	1.49919	1.64197	1.71336	1.78475
18	\$64,338	\$67,555	\$73,989	\$77,205	\$80,422
	1.44921	1.52167	1.66660	1.73906	1.81152
19	\$65,303	\$68,568	\$75,098	\$78,363	\$81,629
	1.47095	1.54450	1.69159	1.76514	1.83869
20	\$66,282	\$69,597	\$76,225	\$79,539	\$82,853
	1.49302	1.56767	1.71697	1.79162	1.86627
21	\$67,277	\$70,641	\$77,368	\$80,732	\$84,096
	1.51541	1.59118	1.74272	1.81849	1.89426
22	\$68,286	\$71,700	\$78,529	\$81,943	\$85,357
	1.53814	1.61505	1.76886	1.84577	1.92268
23	\$69,310	\$72,776	\$79,707	\$83,172	\$86,638
	1.56121	1.63928	1.79540	1.87346	1.95152
24	\$70,350	\$73,867	\$80,902	\$84,420	\$87,937
	1.58463	1.66386	1.82233	1.90156	1.98079
25	\$71,405	\$74,975	\$82,116	\$85,686	\$89,256
	1.60840	1.68882	1.84966	1.93008	2.01050
26	\$72,476	\$76,100	\$83,348	\$86,971	\$90,595
	1.63253	1.71415	1.87741	1.95903	2.04066
27	\$73,201	\$76,861	\$84,181	\$87,841	\$91,501
	1.64885	1.73130	1.89618	1.97862	2.06107
28	\$73,933	\$77,630	\$85,023	\$88,719	\$92,416
	1.66534	1.74861	1.91514	1.99841	2.08168
29	\$74,672	\$78,406	\$85,873	\$89,607	\$93,340
	1.68200	1.76610	1.93430	2.01839	2.10249
30	\$75,046	\$78,798	\$86,302	\$90,055	\$93,807
	1.69041	1.77493	1.94397	2.02849	2.11301
31	\$75,421	\$79,192	\$86,734	\$90,505	\$94,276
	1.69886	1.78380	1.95369	2.03863	2.12357
32	\$75,798	\$79,588	\$87,168	\$90,957	\$94,747
	1.70735	1.79272	1.96345	2.04882	2.13419
33	\$76,177	\$79,986	\$87,603	\$91,412	\$95,221
	1.71589	1.80168	1.97327	2.05907	2.14486
34	\$76,558	\$80,386	\$88,041	\$91,869	\$95,697
	1.72447	1.81069	1.98314	2.06936	2.15559
35	\$76,941	\$80,788	\$88,482	\$92,329	\$96,176
	1.73309	1.81975	1.99305	2.07971	2.16636

## Appendix B – Supplemental Salary Schedule

Page 1 of 3

### SUPPLEMENTAL SALARY SCHEDULE

Effective July 1, 2022

The Board of Education may add up to three (3) additional supplemental Assistant positions for 2022-2025 school years only if the student participation precipitates a need. Such positions shall be posted for staff interest per Articles 10.05 of the negotiated agreement and shall be paid at either 3% or 4% depending on duties and length of service.

In the recognition of responsibilities for supplemental services rendered, the following schedule shall be the basis of remuneration:

The following positions shall be based on BA Step 3 Placement:

<u>Advisor, Freshman Class (1)</u>	<u>2.00%</u>
<u>Advisor, Sophomore Class (1)</u>	<u>2.00%</u>
<u>Advisor, Junior Class (1)</u>	<u>4.00%</u>
<u>Advisor, Senior Class (1)</u>	<u>4.00%</u>

The following positions shall be based on BA Step 0 Placement:

Resident Educator Mentors:

- Year 1 – 3%
- Year 2 – 3%
- Year 3 – 2%
- Year 4 – (Falls under Coordinator’s duties)
- New to District – 1% (Merely completes district checklist)
- National Board Certification (Staff Member’s Base Salary each Certificate Year) – 1%

The following positions shall be paid on an hourly/daily rate:

<u>LPDC Member</u>	<u>\$25/hr</u>
<u>RTI Tier 3 Intervention</u>	<u>\$25/hr</u>
<u>Saturday School per diem</u>	<u>\$70/Day</u>
<u>Instruction/Tutoring/Curriculum Rate</u>	<u>\$30/hr</u>

The following positions shall be based on experience and paid as follows:

- Candidates who have 0-3 years of experience will be taken at BA Step 3---those who have 4 years of experience or more will be taken at BA Step 6.

<u>Advisor, Academic Quiz</u>	<u>5.50%</u>
-------------------------------	--------------

Advisor, Junior High Cheerleaders (1)	4.00%
Advisor, Key Club (1)	1.00%
Advisor, National Honor Society (1)	1.00%
Advisor, Science Competition (1)	3.00%
Advisor, Student Council (1)	4.00%
Advisor, Tribe Guide	1.00%
Advisor, Varsity/Reserve Cheerleaders (1)	8.00%
Advisor, Yearbook (1)	4.00%
Assistant Band Director	5.00%
Coach, Baseball Assistant (1)	6.00%
Coach, Baseball Varsity (1)	9.00%
Coach, Basketball (7 <sup>th</sup> Grade Boys) (1)	6.00%
Coach, Basketball (7 <sup>th</sup> Grade Girls) (1)	6.00%
Coach, Basketball (8 <sup>th</sup> Grade Boys) (1)	6.00%
Coach, Basketball (8 <sup>th</sup> Grade Girls) (1)	6.00%
Coach, Basketball (Ninth Grade Boys) (1)	4.00%
Coach, Basketball (Ninth Grade Girls) (1)	4.00%
Coach, Basketball Reserve Boys (1)	8.00%
Coach, Basketball Reserve Girls (1)	8.00%
Coach, Basketball Varsity Boys (1)	14.00%
Coach, Basketball Varsity Girls (1)	14.00%
Coach, Cross Country (Junior High-Assistant based on 40+ students)	3.00%
Coach, Cross Country Junior High – (1)	3.00%
Coach, Cross Country (Varsity Head) (1)	7.00%
Coach, Football (1 <sup>st</sup> Assistant) (1)	6.00%
Coach, Football (2 <sup>nd</sup> Assistant) (1)	6.00%
Coach, Football (3 <sup>rd</sup> Assistant) (1)	6.00%
Coach, Football (Varsity Head) (1)	14.00%
Coach, Football Junior High (Head)	6.00%
Coach, Football Junior High Assistant (1)	5.00%
Coach, Golf Varsity (1)	4.00%
Coach, Softball (Assistant) (1)	6.00%
Coach, Softball Varsity Girls (1)	9.00%
Coach, Tennis (Assistant) (1)	3.00%
Coach, Tennis Varsity Boys (1)	6.00%
Coach, Tennis Varsity Girls (1)	6.00%
Coach, Track (Junior High Boys) (1)	6.00%
Coach, Track (Junior High Girls) (1)	6.00%
Coach, Track (Assistant) (1)	3.00%
Coach, Track Varsity Boys (Head) (1)	9.00%
Coach, Track Varsity Girls (Head) (1)	9.00%
Coach, Volleyball (7 <sup>th</sup> Grade Girls) (1)	5.00%
Coach, Volleyball (8 <sup>th</sup> Grade Girls) (1)	5.00%

Coach, Volleyball (Reserve Girls) (1)	6.00%
Coach, Volleyball (Varsity Girls) (1)	10.00%
Choralation (Show Choir)	1.00%
Director, High School Musical (1 per year; no others)	10.00%
Director, High School Plays (Maximum of 2 plays per year)	4.00%/play
Director, MS Drama (1 per yr.)	4.00%
Director, Vocal Music	3.00%
Jazz Band Director	1.00%
Resident Educator Coordinator	4.00%
Gifted Activities Director	3.00%
D.C. Trip Coordinator	1.00%
Marching Band Assistant #1	4.00%
Marching Band Assistant #2	3.00%
Marching Band Director	14.00%
Music Scheduling Coordinator	2.00%
Orchestra Pit Conductor	4.00%
Pianist/Accompanist (2 contracts per year)	0.50%/contract
National Board Certification (Teachers Base Salary each Certificate Year)	1.00%
Pep Band	3.50%
Site Manager, Fall Middle School Athletic Contests	3.50%
Site Manager, Winter High School Athletic Contests	5.00%
Site Manager, Winter Middle School Athletic Contests	3.50%





**Appendix D – Personal Leave Policy**  
For reference only – use Kiosk for actual request for leave.  
**CEDAR CLIFF LOCAL SCHOOL DISTRICT**  
**PERSONAL LEAVE POLICY**  
**Certificated Personnel**

Each teacher shall be allotted three (3) days of personal leave per school year without loss of compensation if the following conditions are met:

- (1) Requests for such personal leave shall be made to the Superintendent at least three (3) days prior to the leave. (In case of emergency this rule may be waived by the local Superintendent.)
- (2) Requests for personal leave should not be requested in the two-week period following the beginning of the school or in the three-week period prior to the ending of school. (In case of an emergency this rule may be waived by the local Superintendent.)
- (3) Requests for personal leave should not be requested for the day before or the day after a scheduled holiday or vacation day. (In case of an emergency this rule may be waived by the local Superintendent.)
- (4) Requests for personal leave shall not be requested for the purpose of fulfilling a contracted obligation or service for which the employee would receive compensation.
- (5) Not more than seven and one-half (7.5%) percent of the certificated staff may be absent under this policy on the same day.
- (6) Personal leave days are non-accumulative from one school year to the next.

Personal leave shall be granted for the following reasons:

- (1) Family situations (Baptism, Weddings, Graduations, etc.)
- (2) Illness or death not covered by sick leave
- (3) School visitations
- (4) Legal Matters
- (5) Religious Holidays
- (6) Registration for college courses and related activities
- (7) Personal matters which cannot be handled except during school hours

Personal leave may be granted in situations not covered in the list by discussion and resolution between the Superintendent and the Teacher involved in the request.

If additional personal leave days are needed beyond the allotted three (3) days, a deduction for the employee's salary shall be made on a per diem basis.

I, \_\_\_\_\_, a member of the certificated staff of the Cedar Cliff School District, request approval of my absence from school for \_\_\_\_\_ under the personal leave policy for the (Reason from Item B above)following dates:

_____ _____ Approved _____ Disapproved _____ Principal (Date)	_____ _____ Approved _____ Disapproved _____ Superintendent (Date)
---	--

**Appendix E - Professional Meeting**  
**For reference only – use Kiosk for actual request for leave.**

**CEDAR CLIFF LOCAL SCHOOL DISTRICT**  
**PROFESSIONAL MEETING**

Name \_\_\_\_\_ Date \_\_\_\_\_

Name of Meeting \_\_\_\_\_

Date of Meeting \_\_\_\_\_ Place \_\_\_\_\_

Write a paragraph describing the professional meeting and state your purpose for requesting permission to attend this meeting.

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Principal's Signature Date

All professional meetings must be approved by the Superintendent before attendance.

A receipt for all expenditures (registration, hotel bill, meals, etc.) must be filed with the Treasurer before reimbursement can be made.

\_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_  
Superintendent's Signature Date

\*\*\*\*\*

Certificate for Reimbursement

_____	miles @ IRS rate	_____
	Registration	_____
	Room	_____
	Meals	_____
	Total Reimbursement	_____

(Return to Principal)  
(Revised 8/99)

## Appendix F – Severance Pay

### CEDAR CLIFF LOCAL SCHOOL DISTRICT SEVERANCE PAY

I hereby apply for severance pay from the Cedar Cliff Local School District as set forth in Article VII of the Negotiated Agreements between the Cedar Cliff Education Association and the Cedar Cliff Local Board of Education.

1. Name of Teacher/Employee retiring \_\_\_\_\_
2. Social Security Number \_\_\_\_\_
3. Number of years of service with this Board \_\_\_\_\_
4. Date of retirement \_\_\_\_\_
5. Final contract salary with this Board \_\_\_\_\_
6. Number of contract days in final contract year \_\_\_\_\_
7. Line 5 \_\_\_\_\_ divided by line 6 equals \_\_\_\_\_ daily rate \_\_\_\_\_
8. Number of accrued days of sick leave at date of retirement/resignation as certified by the treasurer \_\_\_\_\_  
(not to exceed 240)
9. 25% of Line 8 = \_\_\_\_\_
10. Amount of severance pay:
11. Line 9 x Line 7 \_\_\_\_\_ equals \_\_\_\_\_

I understand that this sum must be paid to me within 90 days after the last day of service. I request that my severance payment be made to me:

\_\_\_\_\_  
(Month)                      (Year)

\_\_\_\_\_  
Signature of Person Retiring

\_\_\_\_\_  
Date

**Appendix G – Grievance Form**

**CEDAR CLIFF LOCAL SCHOOL DISTRICT  
GRIEVANCE FORM**

(Submit to Principal in Triplicate)

Name of Grievant \_\_\_\_\_

Date Filed \_\_\_\_\_

Date Cause of Grievance Occurred \_\_\_\_\_

I. Level One - Informal

A. Information covering Level One of the Grievance Procedure is covered in Section 3.04.

II. Level Two - Formal

A. Statement of Grievance (State specific section of contract being grieved.)

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

B. Relief Sought

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

\_\_\_\_\_  
Grievant's Signature Date

C. Relief Settlement or Denial of Grievance by Principal

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

\_\_\_\_\_  
Principal's Signature Date

III. Level Three - Appeal

A. Position of Grievant Following Relief Settlement or Denial at Level Two

\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature Date



**Appendix H – Citizen’s Request for Reconsideration of A Work**  
**CEDAR CLIFF LOCAL SCHOOL DISTRICT**  
**Citizen's Request For**  
**RECONSIDERATION OF A WORK**

Author (if applicable) \_\_\_\_\_ Media Format \_\_\_\_\_

Title \_\_\_\_\_

Publisher (if known) \_\_\_\_\_

Request initiated by \_\_\_\_\_

Telephone \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Individual Represents: \_\_\_\_\_ Himself/Herself \_\_\_\_\_

Name of Organization \_\_\_\_\_

1. To what in the work do you object? Please be specific.

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

2. What of value is there in the work?

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

3. What do you feel might be the result of reading/viewing/hearing this work?

\_\_\_\_\_

4. For what age group would you recommend this work? \_\_\_\_\_

5. Did you read/view/hear the entire work? \_\_\_\_\_

If not, what sections? \_\_\_\_\_

6. Are you aware of the judgment of this work by critics? \_\_\_\_\_

\_\_\_\_\_

7. Are you aware of the teacher's purpose in using this work? \_\_\_\_\_

\_\_\_\_\_

8. What do you believe is the theme or purpose of this work? \_\_\_\_\_

\_\_\_\_\_

(Revised 7/93)

**Appendix I – Request for Professional Development Funds**  
**CEDAR CLIFF LOCAL SCHOOL DISTRICT**  
Request for Professional Development Funds

Employee Name: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Course Number & Title: \_\_\_\_\_

College or University where course will be taken: \_\_\_\_\_

Time that course will be taken: \_\_\_\_\_ (Ex: Fall Qtr. 99)

Number of credit hours: \_\_\_\_ Sem. or Qtr. (Note: The initial reimbursement shall be for only 3 semester hours or 4 quarter hours).

Cost of each credit hour: \_\_\_\_\_ Total reimbursement requested: \_\_\_\_\_

Note: Other non-tuition costs (Ex: books, lab fees, materials, parking fees, registration fees, etc.) are not covered by this fund.

Current assignment: \_\_\_\_\_

Briefly explain the relationship of this course and your current assignment:

---

---

---

If unrelated, explain why the request should be given consideration:

---

---

---

Applicant's Signature

Date

Approved  Rejected

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

Approved  Rejected

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

Note: No funds will be released until the requirements stated in the Negotiated Agreement have been completed.

**Appendix J-1 – Sick Leave Transfer Application**  
**CEDAR CLIFF LOCAL SCHOOL DISTRICT**  
**SICK LEAVE TRANSFER APPLICATION**

To be completed by the employee or President of the Cedar Cliff Education Association.

Applicant

Name \_\_\_\_\_ Date \_\_\_\_\_

Persons eligible for the sick leave transfer are those individuals who have depleted all of their available sick leave/personal leave.

If employee meets all the requirements in section 9.02 of this Agreement, he/she may apply for a gift of sick leave days, with a maximum of one (1) per year from other members in the bargaining unit.

All applications must be approved by a committee of two (2) bargaining unit members, Superintendent and Treasurer.

\_\_\_\_\_  
Committee member

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Committee member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_ Date:  
\_\_\_\_\_ Approved  
\_\_\_\_\_ Denied





**Appendix K – Classroom Walk Through Observation Report**  
**(UNDER REVIEW)**

**Cedar Cliff Local Schools Classroom Walk-through Observation Report**

Teacher Name \_\_\_\_\_ Grade Level/Subject \_\_\_\_\_

Evaluator Name \_\_\_\_\_ School Year \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Walk Through  
\_\_\_1\_\_\_2

Directions: This form serves as a record of a walk-through by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below. This record, along with records of additional observations will be used to inform the summative evaluation of the teacher.

Evaluator Observation

- \_\_\_ Instruction is developmentally appropriate
- \_\_\_ Learning outcomes and goals are clearly communicated to students
- \_\_\_ Varied instructional tools and strategies reflect student needs and learning objectives
- \_\_\_ Content presented is accurate and grade appropriate
- \_\_\_ Teacher connects lesson to real-life applications
- \_\_\_ Instruction and lesson activities are accessible and challenging for students
- \_\_\_ Lesson content is linked to previous and future learning
- \_\_\_ Classroom learning environment is safe and conducive to learning
- \_\_\_ Teacher provides students with timely and responsive feedback
- \_\_\_ Instructional time is used effectively
- \_\_\_ Routines support learning goals and activities
- \_\_\_ Multiple methods of assessment of student learning are utilized to guide instruction
- \_\_\_ Other \_\_\_\_\_

---

Evaluator Comments:

Teacher Signature/Date \_\_\_\_\_

Evaluator Signature/Date \_\_\_\_\_

Teacher: \_\_\_\_\_ Date of Walk-Through: \_\_\_\_\_

Teachers will receive the Classroom Walkthrough Notification from the evaluator after every walkthrough  
Teachers must return this notification form.

**Evaluator** will check all of the items that apply:

- \_\_\_\_\_ Reflection section is optional
- \_\_\_\_\_ No follow up necessary unless requested by the teacher
- \_\_\_\_\_ Follow up conversation requested:
  - \_\_\_\_\_ by phone/ I will call at my earliest convenience
  - \_\_\_\_\_ by email/ I will send you an email with additional information
  - \_\_\_\_\_ face to face/ Please schedule and appointment

Evaluator's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Teacher** will check all of the following that apply:

- \_\_\_\_\_ No follow up conversation necessary. (If so, please sign and date below/return to evaluator)
- \_\_\_\_\_ I request a follow up conversation.

Teacher's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**Teacher Reflection** (Optional if checked by evaluator, above)

Comment on aspects of your instructional delivery (e.g. activities, grouping of students, materials, resources, etc.). To what extent were they effective in helping the students acquire the learning outcomes for the lesson?

If you had the opportunity to teach this lesson again to the same group of students, is there anything you might do differently? If so, briefly explain below.

Reflecting on the lesson, did you depart from your original plan? If so, briefly describe the reason for the change.

Is there additional information you would like to share about any aspect(s) of the lesson including specific teacher and/or student behaviors that would help the evaluator better understand the lesson observed?

# Appendix L – Classroom Observation Report **(UNDER REVIEW)**

## Cedar Cliff Local Schools Classroom Observation Report

Teacher Name	School	Grade Level/Subject	
Evaluator Name	School Year	Obs. Date	Time
Post Conference Date	Announced / Unannounced	Observation __1__ 2__3	

Ineffective = I
Developing = D
Skilled = P
Accomplished = A

Instructions: Please score the teacher's performance at the Domain Level using the space provided to provide the teacher with relevant evidence and comments related to the evidence. Evaluators may focus on specific elements reflected in the teacher's growth plan. If so, circle the elements in the left hand column that are the focus of the observation. In addition the evaluator may also include any observed practices and behaviors throughout the observation process and / or cycle.

### INSTRUCTIONAL PLANNING

### EVIDENCE / COMMENTS

1A Focus For Learning

1B Assessment Data

1C Prior Content  
Knowledge and  
Sequence Connections

1D Knowledge of Students

### INSTRUCTION AND ASSESSMENT

### EVIDENCE / COMMENTS

2A Lesson Delivery

2B Differentiation

2C Resources

2D Assessment of Student  
Learning

### CLASSROOM ENVIRONMENT

### EVIDENCE / COMMENTS

3A Classroom Environment

**PROFESSIONALISM**

EVIDENCE / COMMENTS

4A Professional  
Responsibilities

4B Collaboration and  
Communication

Classroom Observation Report – Teacher Comments – Use back if needed.

Teacher Signature / Date

Evaluator Signature / Date

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