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MASTER AGREEMENT

CONOTTON VALLEY UNION LOCAL SCHOOL DISTRICT BOARD OF EDUCATION

AND THE

CONOTTON VALLEY EDUCATION ASSOCIATION

July 1, 2024 through June 30, 2027

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ARTICLE I -- RECOGNITION

The Conotton Valley-Union Local School District Board of Education, hereinafter referred to as the "Board," recognizes the Conotton Valley Education Association (OEA/NEA Local), hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all certified personnel in the District, excluding administrative personnel and casual substitutes. The Board recognizes that newly created certificated positions will be included in the bargaining unit unless excluded pursuant to this Agreement or O.R.C. Chapter 4117.

ARTICLE II -- NEGOTIATIONS PROCEDURES

A. Procedure

Either the Association or the Board may initiate negotiations by a Notice to Negotiate forwarded to the other party. Negotiations for a successor agreement shall begin at least sixty (60) days prior to the expiration of the Agreement. Within ten (10) working days of transmittal of said notice or no later than sixty (60) days prior to the expiration of the Agreement, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary. At any negotiation session, either party may be represented by no more than five (5) representatives including consultants. Neither party shall have control over the selection of the bargaining representative of the other party.

B. Scope of Bargaining

Matters subject to negotiations shall be wages, hours, and terms and conditions of employment and the continuation, modification, or deletion of any provision of the existing Agreement.

C. Dispute Settlement Procedure

1. If after forty-five (45) calendar days prior to the expiration of the Agreement, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

2. This dispute resolution procedure is mutually agreed to by the parties under O.R.C. §4117.14(C)(1)(f) and is intended to supersede the statutory impasse procedures contained in O.R.C. §4117.14.

3. The mediation period shall be twenty-eight (28) calendar days from the day the initial mediation session is held or until the negotiated Agreement has expired, whichever is later. The mediation period may be extended beyond the twenty-eight (28) day period by mutual agreement of the parties.

4. Both parties agree that this procedure is the final step in negotiations. In the event that mediation is unsuccessful in assisting the parties in reaching an agreement, the Association has the right to proceed in accordance with O.R.C. §4117.14(D)(2).

D. Agreement Procedure

When the respective teams reach or conclude a tentative agreement, that agreement shall be reduced to writing, initialed, and dated by a representative or both negotiation teams. When the parties reach or conclude a tentative agreement on all matters before them in negotiations, it will be submitted for consideration to their respective membership. Upon official adoption by both parties, three (3) originals shall be fully signed and executed with one (1) filed with the State Employment Relations Board in accordance with Ohio law.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A claim by a teacher that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

2. Group Grievance: A claim that two (2) or more members of the bargaining unit have been adversely affected by the same act, event, or condition that is alleged to be a violation, misinterpretation, or misapplication of any provision of this Agreement.

3. Grievant: A member of the bargaining unit or the Association.

4. Days: Workdays during the regular school year; during the summer months, "days" means calendar days, excluding Saturdays, Sundays or legal holidays.

5. Teacher: A member of the bargaining unit.

6. Immediate Supervisor: The administrator having immediate supervisory responsibility over the grievant.

B. Procedure

1. Authority to Resolve Grievance

In the event the immediate supervisor is not vested with the authority to resolve the grievance, the teacher and the immediate supervisor, following a conference, may waive Level II and proceed to Level III.

2. Grievance Forms

Forms for filing grievances shall be made available to all teachers, upon request, to the immediate supervisor.

3. Time Limits

a. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and an effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

b. Failure of the Board or an administrator to process a grievance within the time limits specified shall permit the grievant to proceed to the next step.

c. Failure of the grievant to process the grievance within the time limits shall result in a waiver of the right to proceed further.

4. Representation

The employee has the right to have a designated Association representative present at any and all meetings held pursuant to the grievance procedure.

5. Written Decisions

Except at the informal level, all decisions rendered at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.

6. Freedom from Reprisals

a. No reprisals of any kind shall be taken by the Board or any member of the administration against any aggrieved employee, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

b. No reprisals of any kind shall be taken by the aggrieved employee or his/her representatives against the Administration or the Board.

7. Grievance Records

All grievance records shall be kept separate from the employee's personnel file and shall be subject to the same rules of confidentiality as the personnel file.

C. Processing of Grievances

1. Step I

A grievant shall first discuss the grievance with his/her immediate supervisor. This meeting shall be on an informal basis and shall be requested by the grievant within thirty (30) days of the time the employee knew or should have known of the act or condition which is the basis of the grievance. If the employee does not request a meeting within thirty (30) days of the time the employee knew or should have known of the act or condition which is the basis of the grievance, the grievance shall be waived.

2. Step II

a. If the grievance is not resolved in Step I, the grievant may file a written grievance with his/her immediate supervisor. If a written grievance is not filed within ten (10) days following the Step I meeting, the grievance shall be waived. The written grievance shall be on a standard form supplied by the Board and shall contain a concise statement of facts upon which the grievance is based and a reference to the specific provision of the Agreement allegedly violated, misinterpreted, or misapplied. The grievant shall send a copy of the written grievance to the Superintendent and the President of the Association. The grievant shall be granted a conference to be conducted within five (5) days after the immediate supervisor's receipt of the request. The immediate supervisor and the grievant shall mutually agree on a time, place and date for such conference.

b. The building principal shall dispose of the written grievance within five (5) days after the conclusion of the conference. The action taken and the reasons for the action shall be reduced to writing, and copies shall be sent to the teacher, President of the Association, and Superintendent.

3. Step III

a. If the action taken by the immediate supervisor does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent or Board and request a conference.

b. Failure to file such appeal within five (5) days from receipt of the written disposition of Step II shall constitute a waiver of the right to appeal. Upon request, a conference shall be conducted by the Superintendent within ten (10) days or by the Board at the next regularly scheduled meeting. The Superintendent and/or President of the Board shall dispose of the grievance in writing, with reasons stated, within ten (10) days after the conclusion of said conference. Copies of the written disposition shall be sent to the grievant and the immediate supervisor.

4. Step IV

a. If the grievant is not satisfied with the disposition at Step III, he/she may request that the issue be submitted to arbitration within ten (10) days after receipt of the Superintendent's or Board's written disposition of the grievance. The arbitrator shall be selected by mutually requesting a list of seven (7) names from the American Arbitration Association (AAA). The selection of the arbitrator and all other procedures relative to the hearing shall be in accordance with the alternate strike method. Either party has the right to request a second list. 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 shall be sent to all parties present at the hearing.

b. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor may the arbitrator add to, detract from or modify the language herein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine 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 the determination. The decision of the arbitrator shall be in accordance with the law and shall be binding on the Board, the grievant, and the Association.

c. The cost for the arbitration shall be paid 100% by the loser of the grievance.

ARTICLE IV – COMPENSATION AND FRINGE BENEFITS

A. Salary and Index

Under the terms of this agreement the base salary and associated steps for the 2024-25 academic year will reflect a 3% increase. Annual increases in years two (2) and three (3) of this agreement also reflect a 3% increase.

B. Supplemental Salaries

The supplemental salary index schedule appears in Appendix B of this Agreement. The amounts of all stipend and supplemental positions will be frozen for the life of this contract at the rate established in Year 1.

C. Insurances

1. Medical and Dental Insurance

a. The Board shall provide hospitalization, major medical, and dental insurance for each bargaining unit member. The Board shall pay one hundred percent (100%) of the cost for all insurances after the Association member pays Eleven Dollars ($17.00) per month towards the premium single plan and Twenty-Two Dollars ($37.00) per month towards the premium family plan.

b. The Board reserves the right to change carriers or policies, so long as the coverage remains the same or greater than the current coverage. Should changes be made in carriers, the Board will provide comprehensive information on new carrier benefits.

c. The district shall create a new insurance committee. The Conotton Valley Education Association, the district administration, and any other bargaining units shall have an equal number of representatives. Said committee shall be created for the purpose of reviewing the district's current insurance program, exploring other alternative and cost-containment measures, and educating bargaining unit members about usage. The members of the committee will be trained in Committee Effectiveness provided by the Federal Mediation and Conciliation Service.

2. Life Insurance

The Board shall provide each certificated employee with a term life insurance policy in the amount of Twelve Thousand Dollars ($12,000.00). The policy shall provide for double coverage for accidental death or dismemberment.

3. Vision Insurance

The Board shall provide each certificated employee with a 12-12-24 vision plan with 100% of the premium cost being paid by the Board. No cash option exists in lieu of benefits. The Board reserves the right to determine the provider of such plan and may change providers at its discretion noting such change cannot affect the status of this agreement.

3. Cash Options in Lieu of Benefits

Any full-time employee eligible for health insurance paid for by the Board of Education who elects not to enroll and/or participate in the health insurance benefits package listed above will be provided the following cash option in lieu of benefits dependent upon the plan selection and qualification: Family: $10,000.00; Member with Spouse or Children: $8,000.00; Single: $6,000.00

a. Each employee electing the cash bonus plan must declare his/her intent not to participate in the insurance plans listed above and remain off the plans for one (1) twelve (12) month period between September 1 and August 31.

b. For those choosing to waive coverage, proof of other insurance coverage must be provided along with the waiver notification. The cash bonus will be paid in equal installments in December and June.

c. Emergency Clause – Any employee electing the bonus plan may forfeit the bonus and be placed on the insurance plan if his/her health insurance coverage status changes during the year due to permanent loss of work or death.

d. The Board reserves the right to cancel the cash option provision if, in the Board's discretion, the plan no longer results in a savings to the Board. The Board's decision shall be final and not subject to the grievance procedure.

e. There will be no Opt-Out bonus paid to any employee whose spouse carries the employee on a Board provided health insurance plan. In the event that more than one family member is employed by the Board, both employees will only be covered under one family health insurance plan.

4. Section 125 Plan

The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third party administrator selected by the Board. Costs incurred by the third party administrator of the plan will be deducted from any balance left in FSA's at year-end. If there is no such balance, the Board shall pay the remaining costs of administration.

Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify certain amounts of monies to be deducted from their standard gross compensation on a per pay pre-tax basis, and such monies may be designed towards health insurance premiums, a health care account and a dependent care account, if permitted by law.

*This program may only be implemented if mutually determined to be cost effective for the Board and the employees.

D. Tuition Reimbursement

Teachers shall be reimbursed for actual tuition costs in accordance with the specifications and requirements set forth:

1. The course(s) taken must be in a planned program of professional improvement within the teaching field approved in advance by the Superintendent.

2. Coursework, whether in-person, hybrid, or virtual, must be taken from a fully accredited college or university.

3. All coursework must be completed with a grade of "C" or better and/or a certificate of completion.

4. All teachers requesting reimbursement for fall coursework shall submit a transcript, grade card, or certificate of completion to the Treasurer by February 1. All teachers requesting reimbursement for winter and/or summer session coursework shall submit a transcript, grade card or certification of completion to the Treasurer by October 1. Reimbursement shall be made once per year for course work taken the previous year. If the request for tuition reimbursement and transcript, grade card or certificate of completion are not submitted to the Treasurer by October 1, the teacher will not receive reimbursement and the request may not be resubmitted.

5. Reimbursement shall be at a rate not to exceed Two Hundred Fifty Dollars ($250.00) per semester hour. The maximum number of hours to be included under this policy shall be nine (9) semester hours from September 1 to August 31. The Board will appropriate $10,000.00 ($5,000.00 per semester) per year for tuition reimbursement.

6. In the event that an employee does not return to the district, they will not be eligible for tuition reimbursement.

E. Severance Pay

1. Upon retirement with the appropriate public employee retirement system, an employee shall receive severance pay for twenty-five percent (25%) of his/her accumulated but unused sick leave up to a maximum of fifty-nine (59) days for the term of this contract. The employee must notify the Board in writing of his/her intention to retire.

2. The employee may choose to receive said severance payment in one (1) lump sum, payable within two (2) weeks after said employee demonstrates proof of retirement to the Board Treasurer or the first pay in January following retirement, at the employee's choice.

F. STRS Pickup

1. The Treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as mandatory salary reduction from the contract salary otherwise payable to such certified employees.

2. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable to the State Teachers Retirement System (STRS) in two (2) parts: (1) deferred salary, and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by STRS to be paid as an employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

3. The Board's salary combined expenditures for employee's total annual salaries otherwise payable under their contracts (including, "pickup" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the sheltered "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of the sheltered "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The sheltered "pickup" shall be included in the employee's total annual salary for the purposes of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.

6. The sheltered "pickup" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.

7. This provision shall be effective and the sheltered "pickup" shall apply to all payroll payments made after September 1, 1987.

8. The current taxation or deferred taxation of the sheltered "pickup" is determined solely by the Internal Revenue Service (IRS), and compliance with this section does not guarantee that the tax on the sheltered "pickup" will be deferred. If the IRS or other governmental entity declares the sheltered "pickup" not to be tax deferred, this section shall be null and void.

G. Home Tutor Pay

The hourly rate for home tutors shall be Twenty-five Dollars ($25.00) per hour.

H. Mileage Reimbursement

The mileage reimbursement rate for any Board or Administration approved travel by a member of the bargaining unit shall be at the IRS approved rate.

I. Extended Service Salary Schedule

1. Employees on extended service shall be paid at a daily rate of .0055 of their current salary.

2. An extended service day is defined as a six (6) hour day.

3. Extended service assignments will not be posted.

4. The teacher is not required to accept an extended service assignment.

J. Tuition for Teachers' Children

The Board agrees to accept the children of teachers holding legal custody of such children if the teacher lives outside the legal boundaries of the school district through open enrollment provided that children will be admitted into programs that exist at the time of admission subject to the approval of the Superintendent.

K. Professional In-Service Stipend

1. The Board will pay a Forty-Five Dollar ($45.00) stipend per day to teachers who have participated in in-service subject to Superintendent's approval.

2. Documented evidence during attendance at workshops or in-services is to be submitted by June 15. Payment will be made within two (2) pay periods.

L. Criminal Background Checks

1. While a bargaining unit member is employed by the Conotton Valley Union Local School District, any criminal background check required under O.R.C. 3319.39 shall be reimbursed by the Board.

2. Supplemental contracted employees will be reimbursed upon completion of the assigned duties.

ARTICLE V – LEAVES

A. Sick Leave

1. Sick leave credit shall accumulate at the rate of one and one quarter (1.25) days per month to a maximum of fifteen (15) days per year. Each teacher's maximum accumulation shall be two hundred thirty-six (236) days for the term of the contract. New teachers to the district shall be granted an advance of five (5) days of sick leave by the Board after exhausting his/her accumulated sick leave if there is a reasonable expectation that the teacher will return to work. Advanced sick leave shall be charged against the teacher's accumulated sick leave upon returning to work. If the teacher does not return to work after exhaustion of the advanced sick leave days, said teacher shall reimburse the Board for those days used at a per diem rate unless absence from a disability or death occurs.

2. Any teacher employed by the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to O.R.C. §3319.141 up to the maximum accumulation authorized by this section.

3. A teacher shall be granted sick leave for absences due to personal illness, pregnancy, exposure to contagious disease which could be communicated to other employees or children, and illness, injury or death in the immediate family. Sick leave shall be granted as authorized by this Section and shall be limited to the maximum sick leave accumulated by the teacher or the advance pursuant to paragraph 1 above.

4. Immediate family for the purpose of this policy shall include: spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, or any other dependent relative living in the immediate household. In addition, a teacher shall be granted one (1) day of bereavement sick leave per year for any other person not previously mentioned upon permission from the Superintendent.

5. Falsification of sick leave statement is grounds for discipline up to and including termination of employment.

6. Leave and Absence Certification will be completed online through the district provided kiosk within five (5) days of the first day of absence.

B. Medical Leave

1. Medical leave shall be granted, upon request, to any employee, subsequent to the use of sick leave, for serious illness of the employee or for serious illness of the immediate family of the employee.

2. Immediate family for the purpose of this policy include: spouse, children, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren or any other relative living in the immediate household.

3. Such leave shall be without pay and shall not exceed one (1) full year, unless extended by the employer. Each employee shall be able to continue his/her insurance coverage by paying his/her share of the premium to the Treasurer monthly.

C. Maternity Leave

1. Definition

A maternity leave is an absence from school, without pay, by a teacher who is pregnant, recovering from a complete pregnancy, or adopting a child.

2. Procedure for Maternity Leave

A teacher who desires a maternity leave shall, when possible, notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave. This notification shall be in writing and shall indicate the actual date for commencement and termination of the leave.

3. Use of Sick Leave for Pregnancy

A pregnant teacher shall be entitled to use sick leave for the period of pregnancy and recovery from same as certified by the teacher's physician.

4. Assignment to Teaching Position

Upon return to service of a teacher from leave, such teacher shall be assigned to his/her former teaching position.

5. Seniority

Seniority in the District shall not be affected by leave under this policy.

6. Fringe Benefits

Teachers taking leave under this policy shall be permitted to continue any or all fringe benefits by making total monthly premium payments to the Treasurer.

D. Sabbatical Leave

Upon the written request of an employee, an unpaid sabbatical leave for not more than one (1) employee per year shall be recommended by the Superintendent, and such recommendation shall be approved by the Board, provided the following requirements have been satisfied by each employee:

1. Sabbatical leave may be approved only for those employees who have taught in the District for five (5) or more years. Subsequent sabbatical leave may be granted after a minimum of five (5) years of additional teaching in the District.

2. Sabbatical leave for professional self-improvement may be granted for a specific period requested by the employee not more than twelve (12) calendar months.

3. A planned program for the sabbatical leave must be approved by the Superintendent prior to making a recommendation to the Board.

4. It is understood that the employee has a professional obligation to return to employment in the District upon the expiration of any leave granted pursuant to paragraph "c" above. If the employee fails to return, he/she shall reimburse the District for all expenses of the sabbatical leave within twenty-four (24) months of his/her scheduled return.

E. Personal Leave

1. Each bargaining unit member is entitled to a maximum of three (3) days of noncumulative personal leave per school year without loss of pay. Online request through the board provided kiosk, including a brief explanation of personal leave must be filed with the Superintendent at least three (3) days in advance of the day required, except in the event of an emergency. All personal leave may be taken for any reason other than seeking or gaining employment.

2. Unused personal leave shall be converted to sick leave at the end of the year.

3. No more than two (2) bargaining unit members may request the use of personal leave per day.

   *Additional requests may be granted with the approval of the Superintendent.

4. All personal leave is unrestricted except after May 1, Professional Development days, Parent-Teacher Conferences, and to extend a break. All of these instances require advance approval from the Superintendent.

F. Assault Leave

1. Any certified employee of the Board who is absent due to a disability resulting from a physical assault which occurs while in the course of his/her employment shall be entitled to assault leave in accordance with O.R.C. §3319.143.

2. The assault leave will be granted for the period of disability for up to twenty-five (25) days; and while on assault leave the teacher will receive full pay, less any Workers' Compensation he/she receives, and fringe benefits as though he/she were actively employed.

3. To be eligible for assault leave, the certified employee shall:

   a. Apply for Workers' Compensation benefits;

   b. Make a written statement concerning the assault on forms provided by the Board; and

   c. Provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular duties.

4. The days so used will not be deducted from sick leave.

5. Falsification of any of the employee's statements or the physician's statement shall be grounds for suspension or termination of employment under O.R.C. §3319.16.

G. Professional Leave

At the discretion of the Superintendent, teachers may be excused within reason from the performance of their duties for the purpose of attending professional meetings in the State of Ohio or immediate vicinity intended for advancement in their academic profession and shall be allowed compensation and/or expenses for such days as they are excused.

H. Jury Duty Leave

1. The Board shall pay a full-time teacher, including hourly and per diem employees, the difference between such teacher's regular compensation and the remuneration received for serving as a juror.

2. Travel allowances shall not be considered regular compensation.

I. Catastrophic Sick Bank

When in the judgment of a bargaining unit member's physician the employee will exhaust all of his/her accumulated sick leave for the remainder of the school year due to catastrophic illness or injury and additional days are still needed, then he/she may request

through the Association that additional days be transferred from the sick leave bank. The sick leave bank shall be governed by the Sick Leave Bank Committee consisting of four (4) individuals. Two (2) of the committee members shall be appointed by the Conotton Valley Education Association President and the other two (2) shall be appointed by the Superintendent. All granting of sick leave days must be approved by a majority vote of the Sick Leave Bank Committee.

The treasurer shall announce an opportunity to participate in the Sick Leave Bank by asking bargaining unit members to donate up to two (2) days to build a Sick Leave Bank. Each bargaining unit member will have the opportunity to initially donate three (3) days for the purpose of building the bank by the last payroll of September 2021.

1. If the sick leave bank falls below 60 days, the treasurer will solicit donations of additional days.

2. All donations will be deducted from regular sick leave.

3. Bargaining unit members to whom days are given must personally have the catastrophic illness or injury, or to care for a parent, child, stepchild, or spouse with a catastrophic illness or injury.

4. It cannot be used if the bargaining unit member has applied for disability retirement.

5. No more days can be given than needed by the bargaining unit member to serve out the regular school year. Members can only draw from the sick leave bank one time in a school year (July 1-June 30th), with a 120-day total lifetime maximum.

6. The bargaining unit member must exhaust his/her own sick leave first.

7. The bargaining unit member who is using donated sick leave will not earn additional sick leave while receiving the donated leave days.

ARTICLE VI – EVALUATION PROCEDURE

A. Purpose

The purpose of this evaluation procedure is to improve the educational program.

1. Formal Observations will not be conducted the day before or after a school holiday, the day after an extended absence by a teacher, or on a day a teacher's students are scheduled to take a state test.

2. Formal observations conducted in the month of April will require the evaluator to state the week in which the formal observation will be conducted.

3. Each post-observation conference shall be conducted within 15 working days, when possible. However, missing of this deadline shall not nullify the observation or the results of an evaluation.

B. The evaluation of teachers shall be in accordance with the standards-based teacher evaluation policy adopted by the Board of Education in consultation with teachers employed by the Board as required by O.R.C. §3319.111.

C. Evaluation Committee

A co-facilitated committee shall meet annually or as deemed necessary by all parties. for the purpose of creating and revising the evaluation framework, procedure, and process for the evaluation of certified employees in the Conotton Valley Union Local School District that is consistent with the requirements contained in O.R.C. §§3319.111 and 3319.112. The committee shall be comprised of a minimum of three (3) Association members and three (3) administrators. The Association members shall be appointed annually by the Association President. Appointees from the Association must hold a current rating of skilled or accomplished, and the administrative members shall be appointed by the Superintendent. The committee shall be chaired jointly by a committee member from the Association and a committee member from the administration. All members of the committee will receive training in the state adopted evaluation framework model prior to beginning its work. Committee members shall be eligible for CEU's for time spent in committee meetings and committee-directed work.

ARTICLE VII – CONTRACTS

A. Sequence of Teachers' Limited Contracts

All certified employees who do not qualify for a continuing contract shall receive limited contracts in the following order:

1. First year – limited contract for one (1) year.

2. Second year – limited contract for one (1) year.

3. Third year – limited contract for one (1) year.

4. Fourth year – limited contract for three (3) years.

6. Seventh year – limited contract for four (4) years.

A reemployed retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree shall be through the offering of new one-year contracts as recommended by the Superintendent. The sequence of limited contracts Article VII, Section A, shall not apply to retiree contracts. A retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the

Board. These provisions governing the reemployment of retirees shall expressly supersede O.R.C. Chapter 3319.

B. Continuing Contracts

A teacher becoming eligible for a continuing contract during the term of a limited contract shall be considered for continuing contract status as soon as he/she meets all requirements of O.R.C. §3319.11.

C. Nonrenewal of Teaching Contracts

The first three (3) years of service shall be considered a probationary period, with the Board retaining the right to non-renew the teacher's contract at any time during the period by Board resolution and notice to the employee. The employee shall not have the right to resort to the grievance procedure or any other legal avenues to challenge his or her nonrenewal during the probationary period. The procedural due process and evaluation requirements contained in O.R.C. §§3319.11, 3319.111 and Article VI of this Agreement shall not apply to limited time contracts for the first three (3) years.

D. Nonrenewal of Tutor Contracts

1. Tutors shall only be employed for a term of one (1) year pursuant to O.R.C. §3319.10 and said contract shall automatically expire at the end of each school year, and the rights granted to tutors pursuant to O.R.C. §§3319.11 and 3319.111 shall not apply to tutors.

E. Nonrenewal of Supplemental or Extended Time Contracts

The procedural due process and evaluation requirements contained in O.R.C. §§3319.11, 3319.111 and Article VI of this Agreement shall not apply to supplemental or extended time contracts. It is further agreed that all supplemental or extended time contracts shall have a duration of one (1) year, unless a multi-year contract is recommended by the Superintendent and specifically approved by Board action, regardless of the date of issuance or the nature of the document on which the contract is issued and that notice to the teacher of non-renewal of a supplemental contract by the Board is not required.

ARTICLE VIII – REDUCTION IN FORCE

A. If the Board determines it is necessary to reduce the number of bargaining unit positions under O.R.C. §3319.17, the following procedures shall apply:

1. Reductions shall be made by suspending contracts based upon the Superintendent's recommendations. Those contracts to be suspended will be chosen as follows:

a. All members of the bargaining unit will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of

the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.

b. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the District.

(1) Board-approved leaves of absence will not interrupt seniority, but time spend on such leave shall not count toward seniority.

(2) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

(a) The date the teacher started service in the school district; and then by,

(b) The date of the Board meeting at which the teacher was hired; and then by,

(c) The date the teacher signed his/her initial contract in the District; and then,

(d) Any remaining ties will be broken by lot.

c. In suspending contracts of teachers within each teaching field affected by the reduction in force, teachers holding limited contracts shall be suspended first. No preference for seniority shall be given except when making a decision between teachers who have comparable evaluations as determined by the Superintendent.

B. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to twelve (12) months from the date of reduction.

1. Teachers on the recall list will have the right to remain in the group fringe benefit program by paying in advance 100% of their premiums to the Treasurer monthly.

2. No new teachers will be employed by the Board while there are teachers on the recall list who are certificated/licensed for the vacancy.

3. Teachers on the recall list will be recalled for vacancies in areas for which they are certificated/licensed. Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations.

4. If a vacancy occurs, the Board will send a certified announcement to the last known address of the teacher on the recall list that it decides to recall and who is certificated/licensed for the position. It is the teacher's responsibility to keep the Board informed of his/her current address. The teacher is required to respond in

writing to the District office within fourteen (14) calendar days. Any teacher who fails to respond within fourteen (14) calendar days or who declines to accept the position, will forfeit all recall rights.

5. A teacher on the recall list, upon acceptance of the notification to resume active employment status, will return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

C. The parties agree that these procedures apply only to the suspension of contracts under O.R.C. §3319.17. This article shall not require the Board to fill any vacancy nor shall it interfere with any other lawful personnel procedures in the District.

D. The Superintendent shall make available annually to the Association the date from which the seniority of all teachers can be determined.

ARTICLE IX – TERMS AND CONDITIONS OF EMPLOYMENT

A. School Calendar and School Day

1. School Calendar

The school calendar for the teachers will be one hundred eighty-three (183) days. The school year for the students will be at least one hundred seventy-three (173) days with one hundred sixty-nine (169) days being for direct instruction of students, two (2) days for parent-teacher conferencing and two (2) days for professional in-service. Please refer to the Calamity Day Make-up Plan (Appendix E) of this document for such details.

a. The calendar will include one protected work day at the beginning of the school year, prior to open house.

2. A Calendar committee comprised of two (2) Association members from the Association's executive committee and two (2) administrators may provide input to the Superintendent regarding the school calendar. Final decisions regarding the school calendar shall be in the sole discretion of the Superintendent.

3. School Day

The school day in all buildings will be seven and one-half (7.5) hours, including lunch.

4. End of the Year Teacher Work Day

The End of the Year Teacher Work Day shall be 7.5 hours in length. Each building principal shall be allocated 3.5 hours of dedicated time for activities and tasks as he/she deems appropriate. Teachers shall be granted 3.5 hours of

uninterrupted time to use as each teacher deems appropriate. Each teacher shall be granted 30 minutes for lunch.

B. Personnel Files

1. There will be established and maintained one (1) official file on each teaching staff member. This file will be maintained in the central file.

2. Any teacher shall have the opportunity to read any material which may be considered critical of his/her conduct, service character, or personality before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the file copy.

3. Teachers shall be informed of any complaint by a parent and/or student which is directed toward them and which will become a matter of record.

4. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record. Each teacher shall have the right, upon reasonable advance request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such a review.

5. Material may be removed from a teacher's file when a teacher claims that it is inaccurate or unfair as sustained by the grievance procedure. A teacher shall be entitled to one (1) copy, at Board expense, of any material in his/her file.

C. Prohibition Against Public Criticism

Speaking in a derogatory manner about a staff member, student, or parent in a public setting is deemed as unprofessional conduct and is subject to district discipline measures.

D. Building Meetings

Building meetings which take place before or after school hours shall not occur more than once a month and shall not last more than forty-five (45) minutes before or beyond the staff's normal arrival or departure time. For such meetings, except for emergency meetings, forty-eight (48) hours' notice to all employees affected shall be provided. Additional meetings can be recalled, but employees are not required to attend.

E. Required Meetings or Hearings

Whenever any employee is required to meet with any employer representative concerning any matter which could adversely affect the employee's status, the employee shall be

given reasonable, prior, and when possible, written notice of the time and nature of the meeting. The employee shall be entitled to have present an Association representative.

F. Payroll Deduction – Professional Dues and Credit Union

1. Professional Dues:

a. The Board agrees to make professional dues payroll deductions for certificated/licensed employees who submit a signed "Statement of Authorization" to the Treasurer prior to September 15th of each new school year. The deduction will be withheld from twenty (20) pays.

b. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be directly deposited into the Association's bank account within fifteen (15) days from the date that such deductions are made from the pay of such employees.

c. The Association hereby agrees to hold the Board harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Section and the Association shall indemnify the Board for any such liabilities or damages which may arise.

2. To be eligible, an employee must sign up for the deductions by written notice to the Treasurer not later than October 1st. Any changes in the amount of the deduction shall be in written notice to the Treasurer and the Treasurer shall make the deductions within two (2) pay periods.

G. Paycheck Distribution

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal biweekly pays. Direct deposit of pay shall be mandatory for all members of the bargaining unit. The Board shall establish pay dates on the last Thursday of each pay period.

H. Assignments and Transfers

1. Assignments

a. Prior to the end of the school year, principals will meet with each professional staff member in his/her building to discuss proposed assignments for the next school year.

b. A written notice of the proposed grade level or proposed subject area assignment will be authorized by the Superintendent and will be given to the professional staff members prior to the last day of the school year, or as soon as possible.

c. Any changes is proposed assignments shall be given to the employees as soon as possible after the administration has known of such changes in assignment.

2. Involuntary Transfers

a. A conference shall be held between the professional staff member and the building principal explaining the reasons for a transfer of the individual being considered.

b. The professional staff member shall be given a written statement of these reasons at this time.

c. Professional staff members being transferred as a result of principal-initialed requests or administrative-requests shall be informed as soon as possible.

I. Posting of Vacancies

1. Notice of all classroom teaching vacancies shall be provided through Board provided email. All classroom teaching vacancies shall also be posted on the District website. Positions will be posted for five (5) calendar days.

2. Vacancies occurring between August 15 and the end of the following year may be filled temporarily by the Superintendent. However, the position shall be posted in accordance with the above paragraph by April 30 of the following school year.

3. Certification/licensure shall be the determining factors for filling vacancies following a conference with the Superintendent. Decisions will not be based on seniority except for teachers who have comparable evaluations.

4. As a courtesy, all certified positions will be posted for five (5) calendar days. Final decisions on the filling of a vacant certified position shall be in the sole discretion of the Superintendent.

J. Planning Periods

1. All K-12 teachers shall be granted at least one (1) conference or planning period per day. All teachers get 210 minutes of planning time per week.

2. When a teacher is absent from his/her assigned duties, the administration shall make every effort to secure an approved substitute teacher to carry on the duties of the absent teacher.

3. When the Board employs a long term substitute teacher under Article IX to temporarily fill a bargaining unit position due to a bargaining unit member's long term leave of absence, or following the resignation, death, or retirement of a bargaining unit member that occurs on or after August 15 of a school year, the

long term substitute teacher employed by the Board will be assigned to the vacant teaching position. No special education, Title I teacher, or reading specialist will be reassigned to perform the duties of the temporarily vacant teaching position unless exceptional circumstances exist requiring such reassignment.

4. The Board shall pay each teacher Fifteen Dollars ($15.00) per class period when that teacher is requested and assumes any duties of an absent teacher.

5. Doubling up of classes to provide coverage of an absent teacher shall fall under this policy. Payment for filling in for an absent teacher shall be made the first payday after the end of each semester.

6. If the fee of Fifteen Dollars ($15.00) places a financial problem or burden upon the budget, then this will be discussed regarding a change in future negotiation sessions.

7. Whenever possible itinerant teachers should not be assigned extra-classroom duties. However, if it is necessary for such an assignment, the principal shall meet with the teacher to review the schedule. Itinerant teachers shall not be assigned extra-classroom duties in more than one building during the same day.

8. If a teacher is required to miss more than one (1) conference or planning period in a workweek, the Board will pay ($35.00) per period.

9. Intervention teachers may be released up to one (1) day per semester to write IEPs. The teacher will still be required to report to school for their normal workday but will be released from their normal duty station. This day must be submitted as a professional day in the staff kiosk and must be approved by the building principal one week before the requested date.

K. Salary Adjustment

A teacher who has completed training which would qualify him/her for a higher salary bracket shall file with the Superintendent by the 15th day of September certified transcripts documenting the completion of such additional training. If the documentation is sufficient, the teacher shall then be placed in the proper salary bracket in accordance with his/her training and experience. Such training shall be from an accredited college or university.

L. Experience Credit

Experience credit of new hires, up to 25 years, will be determined by the Superintendent.

M. Head Teachers

Head Teachers at both buildings will receive a stipend, as found in Appendix B, for performing additional responsibilities at the respective buildings.

N. Local Professional Development Committees (LPDC)

The District shall have an LPDC Committee in accordance with the Ohio Revised Code and the Handbook drafted by the District's Local Professional Development Committee. Bargaining unit members who serve on the committee shall be paid according to the amounts listed as part of Appendix B of this negotiated agreement.

O. Inclusion, IDEA and Multiple Handicapped Responsibilities

When bargaining unit members are assigned Multiple Handicapped students or students who are assigned to a regular classroom because of Inclusion or IDEA, then the member will not be required to clean up or assist with any student who is excreting or has excreted any bodily fluids or feces. This shall include not assisting during a student's bowel movements, as well as not changing diapers and/or clothing of a student.

ARTICLE X – ASSOCIATION RIGHTS

The Association shall have the exclusive rights listed in this Article.

A. Information Concerning Board Meetings

Prior to each regular or special Board meeting, the Board shall provide the Association with copies of:

1. The Board agenda;

2. The minutes of the prior regular meeting and of any special meeting within the prior thirty (30) days; and,

3. Any final budget or appropriation schedule.

B. Notice of Board Meetings

The Board shall give the Association reasonable advance notice of all regular and special Board meetings.

C. School Mail

The Association shall have the right to transport mail from one school to another within the District by school mail. The Association has the right to use the regular school mailboxes and email.

D. Use of Bulletin Boards

The Association shall have the right to use a school bulletin board located within teacher lounge areas.

E. Teacher Orientation

New teachers may be required to work an additional two days for orientation at a rate of $100.00 per day. The Board shall allow an Association representative to address new teachers for a reasonable period of time during these orientation meetings.

F. Use of School Buildings

When requested, the Association shall have the right to use the school buildings, at no cost, for Association meetings after the teacher workday.

G. Use of School Equipment

The Association may use office and audio-visual equipment, provided they are not being used or are not required for any school business or activity.

H. Association Leave

Duly elected or designated representatives of the Association may attend Association meetings (without loss of pay) not to exceed a total of two (2) days per school year. The Board will assume the cost of the substitute only. Other costs will not be the responsibility of the Board. Five (5) days' advanced written notification must be given to the Superintendent prior to use of this leave.

I. Input for Hiring Superintendents and Principals

The Conotton Valley Education Association shall designate at least two (2) representatives to serve on a committee, or to attend an interview, for which the purpose is to interview candidates for the position of Superintendent or Principal. This excludes executive sessions, and final selection interviews. The final hiring decision is reserved to the Board.

ARTICLE XI – MANAGEMENT RIGHTS

A. The Association agrees that the functions, rights, powers, responsibilities, and authority of the Board in regard to the management of the work force and the operation of the District not specifically limited or modified by an express provision or term of this Agreement shall remain exclusively those of the Board.

B. The exercise of these powers, rights, authorities, duties and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and O.R.C. §4117.08(C).

C. The Board is not required to bargain on subjects reserved to the management and direction of the Board except as they affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE XII – LONG TERM SUBSTITUTES

A. If a bargaining unit position has been vacated between August 15 and the end of the school year due to resignation, death, retirement or any other permanent separation from the District, then the Board may employ a long term substitute to fill said position for the remainder of that school year.

B. The Board may also employ a long term substitute to temporarily fill a bargaining unit position that has been vacated due to an approved leave of absence. The employment of the long term substitute shall only be for the length of the approved leave of absence.

C. Long term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long term teaching contracts shall automatically expire at the conclusion of the contract without further action by the Board, including the nonrenewal of their contract.

D. The provisions of the Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes.

E. Long term substitutes shall have no displacement rights under the reduction in force procedure in this Agreement and shall be excluded from same.

F. Long term substitutes shall not be used to permanent fill bargaining unit positions.

G. A teacher employed as a substitute within an assignment to one specific teaching position for at least sixty (60) days, whether such days are continuous or not, shall be placed on the current certified employee salary schedule in the Negotiated Agreement at Step 0 of the BA Column.

H. It is the parties' intent that this procedure supersede Ohio Law with respect to O.R.C. §3319.11, 3319.111, and 3319.10.

I. The Association agrees that the Board of Education may hire one (1) full-time substitute teacher with salary and benefits to be negotiated between the full-time substitute and the Board. The full-time substitute teacher shall not be a bargaining unit position. The Board and Association agree that this provision supersedes O.R.C. §3319.10.

ARTICLE XIII – RESIDENT EDUCATOR PROGRAM

A. Lead Mentor

1. The District will have a Lead Mentor to oversee the Resident Educator Program.

    a. A Lead Mentor should have National Board, Master Teacher, or Lead Teacher designation, if possible.

b. Applicants for the Lead Mentor position must submit application to the Superintendent by April 1st for the next school year.

2. Duties of Lead Mentor.

a. Assignment of Mentors.

b. Coordinate the District Resident Educator Program.

c. Schedule and preside over meetings.

d. Maintain regular communication with the Superintendent regarding activities involving the Resident Educator Program.

e. Monitor the Resident Educator and mentor's interactions and offer support and assistance when the need arises.

B. Resident Educator Committee

1. The Resident Educator Committee shall be comprised of the Lead Mentor, at least one administrator, and assigned mentors for the current school year.

2. The Resident Educator Committee shall determine when, where, and the number of meetings necessary to fulfill its purpose.

C. Mentor

1. Mentors will be assigned by the Superintendent with input provided by the Lead Mentor. Mentors must hold a current rating of skilled or accomplished.

2. Whenever possible, the mentor and Resident Educator shall be employed in the same building, grade level and/or certified/licensed in the same subject matter. Barring unforeseen and unique personnel qualifications, attempts will be made to avoid assigning more than one Resident Educator to a mentor at a time.

ARTICLE XIV – DRUG-FREE WORKPLACE AND DRUG TESTING OF EMPLOYEES

Acknowledging that substance abuse is an addictive illness and recognizing that observed and suspected use of illicit drugs by any employee of Conotton Valley Union Local Schools is a serious concern, a program of deterrence will be instituted as a proactive approach to protect the interests of the Board in maintaining a safe and drug-free school environment, as well as to assist affected employees in overcoming their illness.

Drug/alcohol testing may be conducted on employees (post-incident or reasonable suspicion). Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

a. Observable phenomena, such as direct observation of drug or alcohol use or possession and/ or the physical symptoms of being under the influence of a drug or alcohol;

b. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;

c. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;

d. Information provided either by reliable and credible sources or independently corroborated;

e. Evidence that an employee has tampered with a previous drug test; and

f. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice. A bargaining unit employee may of the employee's own volition, even if not ordered to do so, undergo a drug and/or alcohol screening test if the employee is involved in an on-duty incident or accident involving bodily injury, extensive propeliy damage, or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

A. Testing:

1. Testing of employees will be completed by medical professionals of the Board-approved Vendor who have been trained and certified by the Drug and Alcohol Testing Industry Association (DATIA).

2. Samples will be collected through saliva swab as outlined in the Vendor Requirements.

B. Collection Process:

1. Employees suspected of being under the influence of drugs and/or alcohol will be transported by the SRO to the collection site. The employee will not be permitted to transport himself/herself. A specimen will be collected from each employee as described below and all employees must follow the process as outlined:

a. Employees must have a picture ID or driver's license.

b. The drug testing area will be secured during the testing time frame.

c. Only lab technicians, medical assistants, and employee will be present during the test collection.

d. Privacy will be maintained for all employees.

e. The Board-approved vendor will be responsible for verifying that the Chain of Custody and all necessary forms are completed and signed by the employee.

f. Other than those directly involved in the testing, employees are not to have contact with anyone until after the sample is given.

g. Employees who cannot produce a sample will be kept in a secured area to wait until they are able to produce the sample. If he/she leaves this area, it will be treated as a positive result.

h. Employees will be given a reasonable amount of time to produce a sample.

i. Any and all adulterations of the specimen will be detected and considered the same as a test refusal or first time infraction. Adulterations are treated as first-time offenses. They are not called positive, but have the same consequences. A retest will be required within 24 hours at the expense of the employee.

j. Anyone who suspects tampering with the sample shall notify the Superintendent. The sample will be screened or sent to the lab for immediate confirmation of tampering.

k. This collection procedure is subject to change because of procedural requirements by the Vendor.

l. The Board reserves the right to change the collection procedure to coincide with the testing guidelines set forth by the Vendor.

C. Refusal of Testing:

1. Any employee who refuses to submit to a drug test will be prohibited from performing or continuing to perform his/her duties until proper consent is given.

2. A refusal to submit to testing will be considered a positive test result.

D. Drugs for which Employees May be Tested:

1. LSD, Marijuana, Amphetamines, Methadone, Anabolic Steroids, Methaqualone, Barbiturates, Benzodiazepines, Opiates, Cocaine, Propoxyphene (Darvon), MD/MA (Ecstasy), Phencyclidine, or any substance included in 21 U.S.C. 802 (6), which an individual may not sell, possess, give, exchange, use, distribute, or purchase under state or federal law.

2. This definition also includes all prescribed and over-the-counter drugs being used in any way other than for medical purposes in accordance with the directions for use provided for in the prescription by a licensed physician or by the manufacturer.

E. Confidentiality of Results:

1. The Medical Review Officer (MRO) will review all results of drug testing.

2. All drug test results are considered confidential information to the extent required by law.

F. Procedure for Non-Negative or Positive Test Results:

1. The MRO/MRA will confirm all drug screens as negative or positive and report, by telephone or electronic transmission, findings in a confidential manner to the Superintendent (or Board of Education President, upon the testing of the Superintendent or Treasurer).

2. Any specimen testing non-negative or positive for illicit or banned substances will be handled in the following manner:

3. The MRO/MRA determines if any discrepancies have occurred in the Chain of Custody.

4. Depending on the substances found, if necessary, the MRO/MRA will contact the employee to determine if the employee is on any prescribed medication from a licensed physician.

5. If the employee is on medication, the employee will be asked to provide a copy of the prescription label within seventy-two (72) hours. Failure to provide such requested information will be considered a positive result.

6. The MRO/MRA will then determine if any of the prescribed medications resulted in a positive drug screen. Employees who provide copies of the appropriate prescriptions for all prescription medication identified on the drug test may be asked by the Medical Review Officers to obtain written documentation from his/her prescribing physician indicating he/she is capable of working safely under the influence of the prescribed medication.

7. Finally, the MRO/MRA, based on the information given, will confirm the drug test results as positive or negative and report this to the Designated Official, initially reporting results by phone or electronic transmission.

8. Drug screens showing the presence of illicit drugs will initially be considered positive by the MRO/MRA. The MRO/MRA may use quantitative results to determine if positive results indicate recent use of illicit or banned substances or the natural decline of levels of the illicit or banned substance from the body. After the initial drug screen, if the MRO feels the quantitative levels determined to be above the established cutoffs do not reflect current use but natural decay, then a negative result may be reported.

9. The Superintendent (or Board of Education President, upon the testing of the Superintendent or Treasurer) will contact the employee with the results within twenty-four (24) hours of the verification by the Medical Review Officer/MRA.

The employee shall be advised that the result may be contested, and a retest may be performed at the employee's expense.

10. A request for a retest of the original sample must be made to the Superintendent (or Board of Education President, upon the testing of the Superintendent or Treasurer) in writing within seventy-two (72) hours from the employee's first notification of the positive test result. All results for a retest are at the employee's expense unless the second test result is negative.

11. If an employee contests the results of the first test, the penalty will be held in abeyance provided the District receives confirmation from the testing company that the employee committed to the financial payment for the second test. If the second test result is negative, the District will then treat the employee as if the first positive result did not occur. The District will be responsible for the payment of a second test with a negative result.

12. Until a contested positive result is officially confirmed by the Medical Review Officer, the Superintendent (or Board of Education President, upon the testing of the Superintendent or Treasurer) will determine whether or not the employee in question will continue to perform his/her work duties.

13. An altered test or refusal to test will be treated the same as a positive result.

G. Employees Who Test Positive.

For the first confirmed positive result:

1. The employee will make an appointment with a licensed chemical dependency counselor to undergo a chemical dependency assessment and then follow the recommendation(s) of the certified dependent counselor.

2. This assessment must be completed within seven (7) calendar days of notification of the positive test result.

3. The employee will be suspended from duty until he/she shows proper, written documentation that he/she has successfully completed the assessment. The employee may use accumulated sick leave or vacation leave during this suspension from duty.

4. The employee will be permitted to return to work following completion of the program as outlined by the chemical dependency counselor and obtaining a negative return-to-duty test at the expense of the employee.

5. The employee will also submit to three (3) additional drug tests at the employee's expense. Mandatory testing dates will be selected by the Vendor/Third Party Administrator.

6. Failure to comply with the above procedures would be considered insubordination and cause for termination of employment.

For the second confirmed positive result. Any second offense will result in the immediate termination of the employee from the Conotton Valley Union Local School District.

ARTICLE XV – SUPPLEMENTAL AND STIPEND AGREEMENT

ARTICLE XVI – DURATION AND INTENT OF AGREEMENT

A. This agreement represents the entire Agreement between the Board and the Association and any modification of any term or condition of employment or any other provision contained herein shall be accomplished by the procedures contained in this Agreement or the provisions set forth in O.R.C. Chapter 4117.

B. During the duration of this contract, the Board shall maintain all terms, conditions, and benefits of employment not less than the level in effect as of the effective date of this contract.

C. This Agreement shall be in effect July 1, 2024, and shall be effective through June 30, 2027.

ARTICLE XVII – SIGNATURES

IN WITNESS WEHREOF, the parties hereto have set their hands this 5th day of June, 2024, at Bowerston, Ohio.

FOR THE BOARD:

President

Superintendent

Treasurer

Board Member

FOR THE ASSOCIATION:

President

Vice-President

Negotiating Team Member

Negotiating Team Member

APPENDIX A: CERTIFIED SALARY SCALE FOR 2024-25 BASE SALARY: $40,839.00

Years Ex	Index	BA	Index	150 Hours	Index	MA	Index	MA +15
0	1	40839	1.04	42473	1.0816	44171		
1	1.04	42473	1.0816	44171	1.1248	45936		
2	1.0816	44171	1.1248	45936	1.1697	47769		
3	1.1248	45936	1.1697	47769	1.2164	49677		
4	1.1697	47769	1.2164	49677	1.265	51661		
5	1.2164	49677	1.265	51661	1.3156	53728		
6	1.265	51661	1.3156	53728	1.3682	55876		
7	1.3156	53728	1.3682	55876	1.4229	58110		
8	1.3682	55876	1.4229	58110	1.4798	60434		
9	1.4229	58110	1.4798	60434	1.5389	62847		
10	1.4798	60434	1.5389	62847	1.6004	65359		
11	1.5389	62847	1.6004	65359	1.6644	67972		
12	1.5498	63292	1.6113	65804	1.7309	70688		
13	1.5498	63292	1.6113	65804	1.7309	70688		
14	1.5498	63292	1.6113	65804	1.7309	70688		
15	1.5607	63737	1.6222	66249	1.8219	74405		
16	1.5607	63737	1.6222	66249	1.8219	74405	1.874	76532
17	1.5607	63737	1.6222	66249	1.8219	74405	1.874	76532
18	1.5607	63737	1.6222	66249	1.8219	74405	1.874	76532
19	1.5607	63737	1.6222	66249	1.8219	74405	1.874	76532
20	1.5725	64219	1.6326	66674	1.8323	74829	1.874	76532
21	1.5725	64219	1.6326	66674	1.8323	74829	1.8983	77525
22	1.5725	64219	1.6326	66674	1.8323	74829	1.8983	77525
23	1.5725	64219	1.6326	66674	1.8323	74829	1.8983	77525
24	1.5725	64219	1.6326	66674	1.8323	74829	1.8983	77525
25	1.5853	64742	1.6544	67564	1.8578	75871	1.8983	77525
26	1.5853	64742	1.6544	67564	1.8578	75871	1.912	78084
27	1.5853	64742	1.6544	67564	1.8578	75871	1.912	78084
28	1.5853	64742	1.6544	67564	1.8578	75871	1.912	78084
29	1.5853	64742	1.6544	67564	1.8578	75871	1.912	78084
30	1.5972	65228	1.6663	68050	1.8697	76357	1.925	78615
31	1.5972	65228	1.6663	68050	1.8697	76357	1.925	78615

APPENDIX A: CERTIFIED SALARY SCALE FOR 2025-26 BASE SALARY: $42,268.00

Years Ex	Index	BA	Index	150 Hours	Index	MA	Index	MA +15
0	1	42268	1.04	43959	1.0816	45717		
1	1.04	43959	1.0816	45717	1.1248	47543		
2	1.0816	45717	1.1248	47543	1.1697	49441		
3	1.1248	47543	1.1697	49441	1.2164	51415		
4	1.1697	49441	1.2164	51415	1.265	53469		
5	1.2164	51415	1.265	53469	1.3156	55608		
6	1.265	53469	1.3156	55608	1.3682	57831		
7	1.3156	55608	1.3682	57831	1.4229	60143		
8	1.3682	57831	1.4229	60143	1.4798	62548		
9	1.4229	60143	1.4798	62548	1.5389	65046		
10	1.4798	62548	1.5389	65046	1.6004	67646		
11	1.5389	65046	1.6004	67646	1.6644	70351		
12	1.5498	65507	1.6113	68106	1.7309	73162		
13	1.5498	65507	1.6113	68106	1.7309	73162		
14	1.5498	65507	1.6113	68106	1.7309	73162		
15	1.5607	65968	1.6222	68567	1.8219	77008		
16	1.5607	65968	1.6222	68567	1.8219	77008	1.874	79210
17	1.5607	65968	1.6222	68567	1.8219	77008	1.874	79210
18	1.5607	65968	1.6222	68567	1.8219	77008	1.874	79210
19	1.5607	65968	1.6222	68567	1.8219	77008	1.874	79210
20	1.5725	66466	1.6326	69007	1.8323	77448	1.874	79210
21	1.5725	66466	1.6326	69007	1.8323	77448	1.8983	80237
22	1.5725	66466	1.6326	69007	1.8323	77448	1.8983	80237
23	1.5725	66466	1.6326	69007	1.8323	77448	1.8983	80237
24	1.5725	66466	1.6326	69007	1.8323	77448	1.8983	80237
25	1.5853	67007	1.6544	69928	1.8578	78525	1.8983	80237
26	1.5853	67007	1.6544	69928	1.8578	78525	1.912	80816
27	1.5853	67007	1.6544	69928	1.8578	78525	1.912	80816
28	1.5853	67007	1.6544	69928	1.8578	78525	1.912	80816
29	1.5853	67007	1.6544	69928	1.8578	78525	1.912	80816
30	1.5972	67510	1.6663	70431	1.8697	79028	1.925	81366
31	1.5972	67510	1.6663	70431	1.8697	79028	1.925	81366

APPENDIX A: CERTIFIED SALARY SCALE FOR 2026-27 BASE SALARY: $43,536.00

Years Ex	Index	BA	Index	150 Hours	Index	MA	Index	MA +15
0	1	43536	1.04	45277	1.0816	47089		
1	1.04	45277	1.0816	47089	1.1248	48969		
2	1.0816	47089	1.1248	48969	1.1697	50924		
3	1.1248	48969	1.1697	50924	1.2164	52957		
4	1.1697	50924	1.2164	52957	1.265	55073		
5	1.2164	52957	1.265	55073	1.3156	57276		
6	1.265	55073	1.3156	57276	1.3682	59566		
7	1.3156	57276	1.3682	59566	1.4229	61947		
8	1.3682	59566	1.4229	61947	1.4798	64425		
9	1.4229	61947	1.4798	64425	1.5389	66998		
10	1.4798	64425	1.5389	66998	1.6004	69675		
11	1.5389	66998	1.6004	69675	1.6644	72461		
12	1.5498	67472	1.6113	70150	1.7309	75356		
13	1.5498	67472	1.6113	70150	1.7309	75356		
14	1.5498	67472	1.6113	70150	1.7309	75356		
15	1.5607	67947	1.6222	70624	1.8219	79318		
16	1.5607	67947	1.6222	70624	1.8219	79318	1.874	81586
17	1.5607	67947	1.6222	70624	1.8219	79318	1.874	81586
18	1.5607	67947	1.6222	70624	1.8219	79318	1.874	81586
19	1.5607	67947	1.6222	70624	1.8219	79318	1.874	81586
20	1.5725	68460	1.6326	71077	1.8323	79771	1.874	81586
21	1.5725	68460	1.6326	71077	1.8323	79771	1.8983	82644
22	1.5725	68460	1.6326	71077	1.8323	79771	1.8983	82644
23	1.5725	68460	1.6326	71077	1.8323	79771	1.8983	82644
24	1.5725	68460	1.6326	71077	1.8323	79771	1.8983	82644
25	1.5853	69018	1.6544	72026	1.8578	80881	1.8983	82644
26	1.5853	69018	1.6544	72026	1.8578	80881	1.912	83241
27	1.5853	69018	1.6544	72026	1.8578	80881	1.912	83241
28	1.5853	69018	1.6544	72026	1.8578	80881	1.912	83241
29	1.5853	69018	1.6544	72026	1.8578	80881	1.912	83241
30	1.5972	69536	1.6663	72544	1.8697	81399	1.925	83807
31	1.5972	69536	1.6663	72544	1.8697	81399	1.925	83807

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APPENDIX B

ADDITIONAL DUTIES AND RESPONSIBILITIES: SUPPLEMENTAL STIPENDS

FALL SPORTS	Percentage of Base	Supplemental Stipend Amount
Head Football Coach	0.240	9801.36
Assistant Varsity Football Coach	0.140	5717.46
Assistant Varsity Football Coach	0.140	5717.46
Assistant Varsity Football Coach*	0.140	5717.46
Assistant Varsity Football Coach*	0.140	5717.46
Jr. High Football Coach	0.120	4900.68
Jr. High Football Coach	0.120	4900.68
Varsity Volleyball Coach	0.240	9801.36
Assistant Volleyball Coach	0.140	5717.46
Assistant Volleyball Coach	0.140	5717.46
Jr. High Volleyball Coach	0.120	4900.68
Jr. High Volleyball Coach	0.120	4900.68
Varsity Golf Coach *	0.170	6942.63
Varsity Cross Country Coach *	0.170	6942.63
High School Cheerleading Coach - Football	0.085	3471.32
Jr. High Cheerleading Coach - Football	0.075	3062.93
Head Marching Band Director	0.450	18377.55
Assistant Marching Band Director	0.120	4900.68
WINTER SPORTS		
Varsity Boys Basketball Coach	0.240	9801.36
Assistant Varsity Boys Basketball Coach	0.140	5717.46
Assistant Varsity Boys Basketball Coach	0.140	5717.46
Jr. High Boys Basketball Coach	0.120	4900.68
Jr. High Boys Basketball Coach	0.120	4900.68
Varsity Girls Basketball Coach	0.240	9801.36
Assistant Varsity Girls Basketball Coach	0.140	5717.46
Assistant Varsity Girls Basketball Coach	0.140	5717.46
Jr. High Girls Basketball Coach	0.120	4900.68
Jr. High Girls Basketball Coach *	0.120	4900.68
Varsity Bowling Boys Coach	0.240	9801.36
Assistant Boys Bowling Coach	0.140	5717.46

APPENDIX B (CONTINUED)

ADDITIONAL DUTIES AND RESPONSIBILITES: SUPPLEMENTAL STIPENDS

WINTER SPORTS	Percentage of Base	Supplemental Stipend Amount
Varsity Bowling Girls Coach	0.240	9801.36
Assistant Girls Bowling Coach	0.140	5717.46
Varsity Wrestling Coach *	0.170	6942.63
Assistant Wrestling Coach *	0.085	3471.32
eSports Coach	0.085	3471.32
High School Cheerleading Coach - Basketball	0.085	3471.32
Jr. High Cheerleading Coach - Basketball	0.075	3062.93
Pep Band Director	0.060	2450.34
Spring Sports		
Varsity Baseball Coach	0.240	9801.36
Assistant Baseball Coach	0.140	5717.46
Assistant Baseball Coach	0.140	5717.46
Varsity Softball Coach	0.240	9801.36
Assistant Softball Coach	0.140	5717.46
Assistant Softball Coach	0.140	5717.46
High School Boys Track Coach*	0.170	6942.63
Jr. High Boys Track Coach *	0.085	3471.32
High School Girls Track Coach*	0.170	6942.63
Jr. High Girls Track Coach *	0.085	3471.32
YEAR ROUND SUPPLEMENTAL		
Strength and Conditioning Coach	0.240	9801.36

*Indicates the position is dependent upon student participation levels that will be determined in a collaborative fashion involving the Superintendent, Principal, Athletics Director, and potential Head Coach.

APPENDIX B (CONTINUED)

ADDITIONAL DUTIES AND RESPONSIBILITES: SUPPLEMENTAL STIPENDS

School Year Supplemental Stipends	Percentage of Base	Supplemental Stipend Amount
Yearbook Advisor	0.070	2858.73
Musical / Play Director	0.0425	1735.66
Assistant Musical / Play Director	0.025	1020.98
Musical Scenery	0.025	1020.98
LIM HS/MS Lighthouse Team Leader	0.020	816.78
LIM Elementary Lighthouse Team Leader	0.020	816.78
Senior Class Advisor	0.055	2246.15
Junior Class Advisor	0.055	2246.15
Sophomore Class Advisor	0.025	1020.98
Freshman Class Advisor	0.025	1020.98
Eighth Grade Class Advisor	0.025	1020.98
Seventh Grade Class Advisor	0.025	1020.98
Sixth Grade Class Advisor	0.035	1429.37
Washington DC Trip Advisor	0.055	2246.15
Academic Challenge Advisor	0.025	1020.98
TBT Leader K-2	0.055	2246.15
TBT Leader 3-5	0.055	2246.15
TBT Leader Social Studies	0.055	2246.15
TBT Leader Mathematics	0.055	2246.15
TBT Leader Science	0.055	2246.15
TBT Leader ELA	0.055	2246.15
TBT Leader Special Education	0.055	2246.15
TBT Leader Related Arts	0.055	2246.15
Student Council Advisor	0.020	816.78
National Honor Society Advisor	0.020	816.78
Lead Mentor		1000
Education Mentor		750.00
Head Teacher Jr/SR High		1500.00
Head Teacher Elem		1500.00
LPDC Chair		1000.00
LPDC Committee		750.00
LPDC Committee		750.00
LPDC Committee		750.00

APPENDIX C

Conotton Valley Union Local School District

Calamity Day Make-up Plan

Ohio Law and Minimum Hours: The board of education of each city, exempted village, local, and joint vocational school district shall provide for the free education of the youth of school age within the district under its jurisdiction, at such places as will be most convenient for the attendance of the largest number thereof. Each school so provided and each chartered nonpublic school shall be open for instruction with pupils in attendance, including scheduled classes, supervised activities, and approved education options but excluding lunch and breakfast periods and extracurricular activities, for not less than four hundred fifty-five hours in the case of pupils in kindergarten unless such pupils are provided all-day kindergarten, as defined in section 3321.05 of the Revised Code, in which case the pupils shall be in attendance for nine hundred ten hours; nine hundred ten hours in the case of pupils in grades one through six; and *one thousand one hours in the case of pupils in grades seven through twelve in each school year.*

Conotton Valley Union Local School District Minimum Hour Computation:
Number of Student Days: 174
Hours per Day: Since our district provides education in a unified building (K-12), we will utilize the required grades 7-12 hourly formula.
Length of Day: 8:00 a.m. - 3:00 p.m. (7 hours-.5 hours for lunch= 6.5 contact hours)

Formula: 174 x 6.5= 1,131 contact hours
Excess Hours: 1,131-1,001= 130 extra hours; 130 hours (excess) divided by 6.5 (hours per day) = 20 days

Days 1-7: Calamity Days: Students and staff are excused

Days 8-10: Home Instruction for Students: Specific details regarding home instruction will be provided to the staff once five (5) Calamity Days have been exhausted. This will allow you time to prepare current content for student review and completion.

Days 11-14: These days will be added to the end of the year to meet contractual obligations for staff as well as to ensure students are afforded the opportunity to maximize learning.