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NEGOTIATED AGREEMENT

BETWEEN

THE CARDINGTON-LINCOLN FACULTY ASSOCIATION

AND THE CARDINGTON-LINCOLN LOCAL BOARD OF EDUCATION

EFFECTIVE JULY 1, 2025 THROUGH JUNE 30, 2028

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ARTICLE 1 RECOGNITION

The Cardington-Lincoln Local Board of Education (hereinafter Board) recognizes the Cardington-Lincoln Faculty Association (hereinafter CLFA) an affiliate of NCOEA, OEA and NEA, as the sole and exclusive representative for the bargaining unit as set forth below in matters pertaining to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this collective bargaining agreement.

As used in this Agreement, a “part-time” employee is anyone who works less than seven (7) hours and forty (40) minutes each day, five (5) days per week. Part-time employees shall have their insurance benefits pursuant to Article 22. Part-time employees shall accrue sick leave in one and one-quarter (1 ¼) day prorated increments, and shall have planning time when they work .51 or more of a day.

As used in this Agreement, the term "Teacher(s)" is defined as, and the bargaining unit covered by this Agreement is defined as: all certificated personnel, including those on approved leaves of absence. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent(s), Principals, Assistant Principals, all other supervisory and managerial personnel as defined in Chapter 4117 of the Ohio Revised Code (ORC), any other administrators employed pursuant to Section 3319.02 ORC, aides, and substitutes working less than sixty (60) days in the same assignment.

Any challenge to the representative status of the CLFA shall only be according to the rules and regulations of the State Employment Relations Board (SERB) and Chapter 4117 ORC.

This recognition shall continue in effect for the duration of the contract.

ARTICLE 2 PROCEDURES FOR CONDUCTING NEGOTIATIONS

A. **Directing Requests**

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party not more than 180 days nor less than 60 days prior to the expiration date of the Agreement. Board requests shall be directed to the president of the CLFA, and CLFA requests shall be directed to the superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB).

B. **Caucus**

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

C. **Access to Information**
Upon specific, written request, the Board will make available, at no cost to the CLFA president, financial information that is readily available.

D. **Scope of Bargaining**
The parties agree to negotiate over wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of the contract.

E. **Composition of Bargaining Team**
The CLFA shall, without restrictions, select those individuals who shall comprise the CLFA bargaining team.

The Board shall, without restrictions, select those individuals who shall comprise the Board's bargaining team.

Neither team shall exceed five (5) members in size.

F. **Initial Bargaining Session**
The first bargaining session shall be held within ten (10) days of request for the purpose of establishing a signed agenda of items to be negotiated and shall establish dates for future bargaining sessions.

Once the agenda is signed by both parties, no new items shall be added during the bargaining period unless mutually agreed to by the CLFA and the Board bargaining teams.

G. **Progress Reports**
There shall be no reports given to the media while negotiations are in progress unless otherwise mutually agreed.

H. **Recording Devices**
There shall be no electronic recording devices used by either party.

I. **Negotiation Sessions**
All negotiation sessions shall be in executive session.

J. **Timelines – Negotiations Sessions**
Unless otherwise agreed to by the parties, negotiation sessions shall not last longer than three (3) hours.

K. **Agreement**

1. As tentative agreement is reached on each item during the bargaining period, the agreement shall be reduced to writing and initialed by each team.

2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted to the CLFA for its consideration. If ratified by the CLFA, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting which shall be not less than seven (7) days from the date of receipt of the ratified agreement from the CLFA. The CLFA and the Board shall consider and act upon the proposed agreement in its entirety.

3. Upon final approval by both the CLFA and the Board, two (2) copies of the total agreement shall be signed by the president of the Board and the president of the CLFA. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

L. **Resolving Differences**

MEDIATION

1. In the event agreement is not reached by the parties, the parties may mutually agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall first request a mediator from the Federal Mediation and Conciliation Services whose rules and regulations shall govern the mediation. If FMCS is not providing mediation services, the Superintendent (or designee) and the CLFA President (or his/her representative) shall attempt to mutually agree on a mediator. If such mutual agreement cannot be made within five (5) days, the parties may mutually petition the American Arbitration Association (AAA) to provide both parties with a list or lists of names in which a mediator will be selected.

2. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the CLFA.

ARTICLE 3 GRIEVANCE PROCEDURE

Definitions

1. A grievance is a complaint involving the alleged violation, misrepresentation or misapplication of the negotiated agreement between the CLFA and the Board.

2. A grievant is a teacher, group of teachers, or the CLFA alleging a violation, misrepresentation or misapplication of the negotiated agreement. A grievance alleged by a group shall have arisen out of identical circumstances affecting each member of said group.

3. A day shall be defined as a school calendar day for which teachers are compensated.

Step One:

Within ten (10) days from the date of the event giving rise to a grievance, the grievant shall request an informal meeting with his/her principal for the purpose of resolving the matter. The grievant shall indicate that the discussion will pertain to a possible grievance. If the grievant fails to request such meeting within ten (10) days after he/she knew or should have known of the act or condition on which the grievance is based, the grievance shall be considered waived. Either party shall be allowed representation at such informal discussion. Such representative(s) shall have the right to participate in the hearing in any manner.

Step Two:

If the grievance is not resolved at Step One the grievant shall, within ten (10) days, present his/her principal with a written explanation of the grievance, citing the specific section of the contract that has been violated and the relief sought. The writing can be done by email.

Within ten (10) days of the receipt of such claim, the principal shall indicate his/her disposition of the grievance in written form, one copy of which will be sent to the grievant and a second copy will be sent to the district superintendent. If the grievance involves the principal, then the grievant may go from Step One directly to Step Three.

Step Three:

If the grievant is not satisfied with the written disposition of the principal, he/she shall, within five (5) days of receipt of the disposition, send a written or email request for a hearing before the district superintendent or designee. In addition to the request, the grievant shall include a written explanation of the grievance citing the specific section of the contract that has been violated and the relief sought. Both the grievant and the superintendent or designee may have a representative of his/her choice present at the hearing. The hearing will be held within ten (10) days of the superintendent's receipt of the request. The superintendent or designee will render a decision on the grievance within five (5) days of the hearing. The action taken will be reduced to writing and copies sent to the grievant, the principal and the president of the Board.

Step Four:

If the grievant is not satisfied with the superintendent or designee's decision on the grievance, he/she shall be allowed ten (10) days to file a written appeal with the Board. The Board will schedule a hearing at its next regular monthly meeting. Both

the grievant and the superintendent may have a representative of his/her choice present at the hearing before the Board. The grievant may elect to hold the hearing before the Board. The grievant may elect to hold the hearing in executive session if permissible under ORC 121.22 (Sunshine Law). After both parties have presented their case, the members of the Board shall render a decision, by individual vote, either to grant or deny the grievant the relief which has been sought. The Treasurer of the Board shall officially notify the grievant, in writing, of the Board's decision within five (5) days after the Board meeting.

Step Five:

If the grievance is not resolved at Step Four, the grievant and/or CLFA may appeal for mediation within fifteen (15) school days of receiving reply in Level Four. Such mediation shall be conducted under the auspices of the Federal Mediation and Conciliation Services when services are available. If services are not available under FMCS the parties will attempt to select an arbitrator by mutual agreement. If agreement cannot be made within five (5) days, the parties may mutually petition the American Arbitration Association (AAA) to provide both parties with a list or lists of names in which an arbitrator will be selected. If the grievant and/or CLFA is not satisfied with the results of the mediation, he/she may appeal it to binding arbitration. The arbitration proceedings will be governed by the rules of the American Arbitration Association. If the parties agree, the matter may be submitted to expedited or streamlined arbitration. The arbitrator shall limit the decision to the application and interpretation of the terms and provisions of the Professional Negotiations Contract. The decision of the arbitrator shall be final and binding on both parties.

The cost of the arbitrator shall be shared equally by the parties.

ARTICLE 4 MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

Such powers, rights, duties and responsibilities shall be limited only by the specific and express terms of this Contract.

ARTICLE 5 CLFA RIGHTS

The following organizational rights are available to the CLFA:

A. The use of a designated bulletin board in each teachers' lounge and/or workroom. All materials posted shall conform to standards of good taste and adhere to the educational environment of the school building.

B. The CLFA will have their announcements read, if requested, at the end of each faculty meeting. The CLFA announcement(s) shall not extend the meeting time.

C. The CLFA announcements will be read over the P.A. system, when requested. The announcements will conform to acceptable district standards.

D. The CLFA shall be permitted to distribute CLFA material to teachers in their school mailbox. All material shall be of a CLFA and non-partisan basis.

E. The CLFA President will receive a copy of the Board meeting agenda with all attachments, including previous meeting minutes, in advance of the scheduled meeting. The Association shall be allocated a place to speak on all Board agendas. The Association President will be notified of special meetings of the Board.

F. The CLFA shall be permitted to use the district's email system to communicate with its members.

G. The CLFA shall be given a copy of the Board's policy manual, which the Board shall keep updated.

H. The CLFA will be able to use school buildings, facilities, and equipment to hold meetings.

I. Payroll deductions of United Education Profession (UEP) dues shall be made.

J. Representatives of the CLFA may consult with teachers provided such representative(s) report to the main office of the building and will not interrupt the instructional process.

K. Prior to the arrival of students on one (1) late arrival day, the district will set aside at least one (1) hour so that all CLFA members may attend a common CLFA membership meeting. The CLFA president and the superintendent will meet before the new school year to schedule the date.

L. The CLFA president will consult with his/her building administrator to develop a flexible schedule of approximately 90 minutes per week to conduct Association business.

ARTICLE 6 DAYS AND HOURS

A. For the purpose of this section, "uninterrupted" means one continuous block of time no less than forty (40) minutes in length during the student day, "planning time" means an uninterrupted time when a teacher has no student supervisory responsibilities or no assigned responsibilities, and a "period" means a forty (40)

minute continuous block of time during the student day. Planning time shall not be used for IEP, IAT, and other meetings without one (1) week advance notice. In cases when meetings must be scheduled with less than one-week notice, teachers shall be contacted as soon as the meeting is scheduled.

B. The workday shall be a maximum of seven (7) hours and forty (40) minutes and shall include a minimum thirty (30) minute uninterrupted duty-free lunch and a forty (40) minute planning period during the student day. Lunch times shall only be scheduled during times that school cafeterias are open and lunches are available.

C. If a teacher elects to use their planning period or lunch to cover another teacher's assignment, or to attend an IEP, IAT, or other scheduled meeting by administration, they shall have the option of leaving at the student dismissal time or being paid at the rate of $25 per period, at the teacher's discretion. If an absent teacher's students are divided among other classrooms for one (1) period or more, the students must be divided evenly and each of these classroom teachers will be paid $40 for each day that the divided students are in the classroom. The Board agrees to make every effort to find substitute teachers, substitute aides, or reassign grade-level aides to cover for special teachers whose absences results in loss of planning time.

D. The school year shall not exceed one hundred eighty-three (183) teacher days designated as:

- No more than one hundred seventy-six (176) days of student instruction,
- Two (2) days of parent/teacher conferences,
- One (1) workday prior to the beginning of the student year that includes one-half (0.5) day for open house,
- One (1) in-service day prior to the beginning of the student year,
- One (1) workday prior to the beginning of the student year that can be independently scheduled with building principals on a per teacher basis,
- One (1) workday at the end of the year, and
- One (1) remote day for online training and testing.

There shall be a one-hour early release on the following days:

- Last day before winter holiday break
- Parent Teacher Conference Days – If a building in the district releases after 3:00 pm
- Last Day of School

A workday shall be a day in which no administrative-led meetings, including IEP/IAT/ETR-related meetings, are scheduled. If a teacher is asked and elects to use their workday to attend an IEP, IAT, or other scheduled meeting by administration, they shall have the option of being paid at the rate of $25 per forty (40) minute block of time. An in-service day shall be a day in which teachers meet with administrators and/or participate in professional development. A remote day

shall be a workday when teachers work asynchronous from the school building and schedule. Days canceled by inclement weather will be considered remote days.

Input to the schematic development of holiday vacation periods, parent/teacher conference days, and makeup days for the yearly school calendar will be sought from a district-wide Calendar Committee. This Committee shall consist of equal numbers of administration and faculty (teachers) members. The CLFA shall be responsible for conducting a pre-calendar survey of all teachers. Upon receiving the results of the pre-calendar survey, the Calendar Committee will develop one calendar to submit to the Board for approval.

The Building-level Advisory Committee and Building Leadership Teams will work with the building principal to determine and develop appropriate programming for each building's in-service/professional development days prior to the end of each school year.

E. Teachers may be required to attend up to two (2) building faculty meeting per month, providing such meetings do not extend the workday more than thirty (30) minutes beyond the teacher day. Every effort will be made to accommodate teacher schedules when planning these meetings. This does not apply to any DLT meeting, or any meeting that is a requirement through a paid supplemental contract.

Upon expiration of this contract, the above paragraph E. shall sunset and revert back to the following language:

Teachers may be required to attend one building faculty meeting per month, or up to 10 meetings per school year, providing such meetings do not extend the workday more than thirty (30) minutes beyond student dismissal. Required meetings exceeding the thirty (30) minute maximum may be scheduled with three (3) days' prior notice, except in cases of emergencies. Every effort will be made to accommodate teacher schedules when planning these meetings. This does not apply to any DLT meeting, or any meeting that is a requirement through a paid supplemental contract.

F. Teachers shall be encouraged, but not required to attend non-academic functions outside of the school day.

G. Teachers who are required to attend training outside of the school day for newly-assigned courses will be paid at their pro-rate per diem rate. Mileage will be reimbursed pursuant to Article 18 (E) Professional Leave.

H. Teachers who teach College Credit Plus (CCP) or Advanced Placement (AP) classes will be compensated at the teacher's per diem salary for one day for a one-year course and one-half day for a one-semester course. The Board will pay the cost of any transcripts required by a collaborating institution of higher education for the CCP program.

I. Arrival and departure times for teachers may be adjusted within the daily building scheduled hours provided that they are present for all their classes and required duties, do not work less than the maximum hours above and provide notification as agreed in each building.

Teacher duty time prior to the beginning of and after the end of the student day will be planned in collaboration between the building principal a committee made up of at least one teacher from each department or grade level.

ARTICLE 7 REDUCTION IN FORCE

If the Board determines it necessary to reduce the number of bargaining unit positions through a layoff of certificated staff the following procedures shall apply:

A. A RIF may occur for the reasons set forth in 3319.17 ORC.

PROCEDURE

1. The CLFA shall be notified of the extent of any staff reduction at such a time a decision is made by the Board, said notification shall occur thirty (30) days prior to Board action on the layoff. The CLFA shall be further notified as to which teacher(s) contracts shall be suspended.

2. Within ten (10) days of receipt of notification, representatives of the Board and the CLFA shall meet to discuss the proposed RIF. The CLFA shall be allowed to present its views on the impending RIF to the full Board prior to any implementation of a RIF.

3. The effective date of any RIF shall be July 31 of any year. Benefits of the member would not be affected by this effective date.

4. Reduction shall first be covered by attrition; however, the Board shall not be required to fill any vacancy.

5. If additional reductions are necessary, the teacher with the lowest teacher performance evaluation rating in the area of certification in the position to be abolished will be selected for the reduction in force. If teachers have comparable performance evaluations(as defined in Article 12 Personnel Decisions Paragraph B) in the same area of certification, the least senior in the position will be selected for the reduction in force. Teachers with continuing contracts will be given preference over teachers with limited contracts.

6. Recall shall be done in inverse order. Continuing contracts with most seniority first, then limited contracts with the most seniority. Recall shall be to a position for which the teacher is properly certified/licensed. No new teachers shall be hired until all qualified laid off teachers have been offered the position and have rejected the offer or are removed from the recall list as outlined below.

7. Qualifications, in accordance with an established job description, for a bargaining unit position shall not be upgraded/changed in order to prevent the recall of a laid-off teacher.

RIGHTS WHILE ON SUSPENSION

1. If recalled, the teacher shall have the right to return to the same total sick leave accumulation.

2. The teacher shall have the right to all insurance benefits for a period of 24 months providing the teacher meets the eligibility requirements set forth by the carrier. The teacher must pay the full cost of the premium fifteen (15) days prior to the due date.

3. Credit for salary placement, upon recall, for the same or similar work performed while on layoff status.

4. The right to be notified by mail of all postings for bargaining unit positions.

5. The unchallenged right to unemployment compensation benefits when the teacher has not been offered an assurance of a bargaining unit position during layoff.

6. Additional certification/licensure earned and reported while on layoff status shall be recognized for recall purposes, provided such information is filed with the Board prior to recall.

RECALL RIGHTS

1. Limited contract teachers whose contracts are suspended shall be retained on the recall list for thirty-six (36) months from the effective date of the layoff.

   Teachers whose contracts are suspended after September 1, 2010, shall be retained on the recall list for eighteen (18) months from the effective date of the layoff.

2. A teacher may be removed from the recall list if he/she:

   a. Waives his/her recall rights in writing.

b. Fails to accept recall to a position for which he/she is certified/licensed within five (5) days of notification.
c. Fails to report to work within ten (10) working days after receipt of the notice of recall, unless sick or injured.
d. Accepts a full-time teaching position elsewhere.

The teacher who has been affected by a staff reduction shall be responsible for keeping the superintendent informed of a recent address and telephone number.

All recall notices and acceptance notices shall be mailed by certified mail with acknowledgment of receipt provided to the sender, or by hand delivery.

ARTICLE 8 SENIORITY

A. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

1. Seniority shall begin to accrue to a teacher from the first day worked in a bargaining unit position.

2. Seniority shall accrue for all time a teacher is on active pay status or is receiving Worker's Compensation benefits or is on layoff status.

3. Time spent on inactive pay status (e.g., unpaid leave of absence) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

4. Full-time teachers shall accrue one (1) year of seniority for each year employed as determined by the minimal full-time standard as defined by this Agreement. For purposes of this contract full-time teaching shall be defined as regularly scheduled to work 120 consecutive days or more in a school year while employed by the Cardington-Lincoln Local School District.

5. Part-time teachers shall accrue seniority prorated against the minimal full-time standard as defined by this Agreement.

6. No teacher shall accrue more than one (1) year of seniority in any work year.

B. Equal Seniority

A tie in seniority shall occur when two (2) or more teachers have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior teacher:

1. The teacher with the earliest date of hire by the Board; then

2. The teacher with the first day worked for the Board; then

3. The teacher with the earliest date of application to the school district; then

4. By lottery, the teacher whose name is drawn first will have the most seniority, etc. This procedure shall be implemented in the presence of CLFA representatives, selected by the CLFA president.

C. **Loss of Seniority**

Seniority shall be lost when a teacher retires or resigns; is discharged; or otherwise leaves the employ of the Board. There shall be no loss of seniority in the event a teacher has a break in service due to a reduction in force and is recalled.

D. **Posting of Seniority List**

The seniority list shall be sent electronically to the association president by December 1 and posted to the district email conference room by January 1 of each school year. The seniority list will indicate, by area of certification/licensure, the date of application, the first day worked, the date of Board hire, and the contract status (i.e., continuing or limited) of each teacher.

1. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification/licensure. The name of the most senior teacher shall appear at the top of the listing for each area of certification/licensure and the name of the least senior teacher shall appear at the bottom of the listing for each area of certification/licensure.

2. The names of teachers who are certified/licensed in more than one (1) area of certification/licensure shall be included on the listing for all areas in which they are certified/licensed.

3. The names of all part-time teachers shall appear on the seniority lists but shall be listed separately from the names of full-time teachers.

E. **Correction of Inaccuracies**

Each teacher shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board or its agent(s) and the CLFA, in writing, of any inaccuracies which affect the teacher's seniority. The Board or its agent(s) shall investigate all reported inaccuracies and make such adjustments as may be in order

and shall post the updated seniority list immediately. No protest shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

ARTICLE 9 NOTIFICATION OF ASSIGNMENT

If a teacher is to be assigned to a teaching position different than the one assigned the previous year, then notification of the new position will be given not later than July 30. Such notice shall specify the building, grade level, and subject area to which the teacher will be assigned. However, the administration shall retain authority to reassign a teacher in an emergency situation, which is defined as when a teacher vacancy occurs after July 30, and no certified/licensed teacher is available, to a teaching position in which the teacher is certified/licensed.

ARTICLE 10 VACANCIES/TRANSFERS

Notices of vacant positions shall be provided to teachers after the occurrence of the vacancy. Deadline for application shall be stipulated and shall not be less than five (5) days after the date of posting. The Board shall post notices of vacant positions on district email within a reasonable time. A copy will also be sent to the Association president. During the period of summer vacation, all teachers interested in a position change should notify the Board prior to the start of vacation to ensure notification. The Board reserves the right to make the determination of the best qualified individuals available for filling or not filling any position(s) in the school district.

Teachers desiring a voluntary transfer shall submit a letter of request to the superintendent. Said teacher will be given the opportunity to meet with the principal or immediate supervisor of the building where the vacancy exists.

A. **Transfer**
A change in assignment by a teacher from one bargaining unit position to another.

B. **Voluntary Transfer**
A voluntary transfer shall be a teacher-initiated reassignment.

C. **Involuntary Transfer**
An involuntary transfer shall be a Board initiated reassignment of a teacher. The district shall provide the teacher with written reasons for the involuntary transfer no later than ten (10) business days prior to the effective date of the transfer.

D. **Voluntary Transfer**
1. Any teacher applying for a voluntary transfer to a bargaining unit position for which he/she is licensed or will be licensed prior to the start date of the position shall be granted an interview.

2. The following factors will be considered by the superintendent in the filling of a vacancy by voluntary transfer.

   a. the interview
   b. the qualifications of the applicants
   c. the experience and seniority of the applicants
   d. certification/licensure

3. The superintendent reserves the right to select the best qualified applicant after considering the factors set forth above.

   If a current employee is not selected to fill a vacancy, the reason(s) will be discussed with that employee by the superintendent or building principal at the request of the employee.

E. **Involuntary Transfer**

No teacher shall be involuntarily transferred for arbitrary or capricious reasons.

F. **Miscellaneous**

1. No transfer shall be implemented during a period of RIF that will cause the layoff of a more senior teacher.

2. No transfer shall be implemented during a period of RIF that will prevent the recall of a teacher on layoff.

ARTICLE 11 CLASS SIZE

A. If a teacher believes that class size is adversely impacting his/her ability to effectively instruct students, the teacher should bring this to the attention of the building principal and the building advisory council.

B. Prior to the scheduling of classes each year, upon request, the building principal shall meet with teachers at each grade level or department to discuss scheduling and optimal class size for each program area.

C. The Board will make every reasonable effort to keep class size at an approximate 1 to 25 teacher to student ratio (excluding secondary music and physical education programs).

ARTICLE 12 EVALUATION

A. Evaluation procedures will follow Ohio Revised Code 3319.111 and 3319.112 unless otherwise noted in said article.

B. An Evaluation Committee will be established and maintained. The committee shall be comprised of three (3) teachers, selected by the CLFA president, and three (3) administrators, selected by the superintendent. The purpose of the committee shall be to recommend changes to the evaluation procedure, subject to restrictions of Ohio law. Any changes to the evaluation procedure shall be ratified by both parties prior to implementation.

The committee shall submit its recommendations to the CLFA president and the superintendent. The superintendent will submit his recommendations to the Board for any action.

C. A qualified and credentialed evaluator cannot be a bargaining unit member and a bargaining unit member cannot evaluate another member.

D. If any teacher receives an ineffective rating, a trained teacher mentor, if available, as approved by the CLFA president, will assist this teacher and participate in the next evaluation process to give input on ratings of the teacher.

Not later than September 15, or in the case of a new teacher, within thirty (30) days of the first day worked; each teacher shall be notified in writing of the name and position of his or her evaluator.

The district shall not conduct an evaluation for any teacher who:

1. Was on leave for fifty percent (50%) or more of the school year;

2. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December 1 of the school year in which they plan to retire.

Professional Growth and Improvement Plans

A. Professional growth and improvement plans shall be developed as follows:

1. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth.

2. Teachers whose evaluation rating is Skilled shall develop a professional growth plan collaboratively with his/her credentialed evaluator.

3. Teachers whose evaluation rating is Developing shall develop a professional improvement plan with their assigned evaluator.

4. Teachers whose evaluation rating is Ineffective shall develop a professional improvement plan with their assigned evaluator.

5. Teachers placed on an Improvement Plan due to deficiencies in an individual component of the evaluation system shall be placed on a professional improvement plan by their assigned evaluator.

B. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable goals per Evaluation Cycle.

C. The improvement plan shall include:

1. Specific, measurable instructional practices to be observed;

2. Specific, evidence-based resources, and assistance to be provided;

3. Clearly articulated timelines for the completion of the plan; and

4. A description of the specific supports that will be provided as well as opportunities for professional development.

<u>Formal Observation Procedure</u>

A. All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The date and time of the observation will be agreed to during this conference.

All formal observations will be made in the classroom. No virtual observations shall be made, and observations cannot be based on remote learning.

B. A post-observation conference shall be held after each formal observation.

C. A teacher who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three years. In any year that a teacher is not formally evaluated because of receiving a rating of accomplished on the teacher’s most recent evaluation, at least one formal observation and conference will be held with the teacher.

A teacher receives a rating of “Skilled” on his/her most recent evaluation shall be evaluated every two years. In any year that a teacher is not formally evaluated because of receiving a rating of skilled on the teacher’s most recent evaluation, at least one formal observation and conference will be held with the teacher.

Training

A. All teachers and staff members who will be evaluated herein will receive training in all aspects of OTES, the state adopted evaluation framework, and the standards for the teaching profession prior to beginning their work.

B. The first observation must be completed by the end of the first semester.

C. There will be at least fifteen (15) school days between observations.

D. There shall be no observation scheduled immediately prior to or after any scheduled break. The parties may waive this requirement by mutual agreement.

Informal Observation/Classroom Walkthrough Procedure

A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

B. Data gathered from the walkthrough must be placed on the form designated in Teacher Evaluation Form.

C. A final debriefing and completed form must be shared with the employee within a reasonable amount of time. A meeting may be requested by the teacher should a deficiency be found.

D. Teachers will have no more than four (4) walkthroughs in each evaluation cycle unless mutually agreed to by the parties.

Fairness

A. Should an issue arise with the teacher evaluation policy in which a teacher believes that fundamental fairness has not occurred, they shall have the following rights:

1. Shall be allowed to request a different evaluator to the superintendent, who will meet with the teacher and do the following: determine whether the process has been fair; determine if another observation should occur; determine if a new evaluator should be appointed.

2. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

3. Any violation of either procedural due process of law or arbitrary or unreasonable action shall automatically require re-employment of the teacher under a continuing contract, if eligible, or an appropriate limited contract if the

teacher is not eligible for a continuing contract. If a person had a multiple year contract and was being non-renewed or dismissed, any violation in a previous year would not result in this automatic reemployment.

High Quality Student Data (HQSD)

A. All evaluations shall contain two (2) measures of high quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

B. When utilizing vendor assessments to construct HQSD, all related teaching, student and other educational materials shall be purchased, and all affected staff shall be trained on utilization of the assessment program.

C. All new vendor assessments shall be piloted prior to being used as a source of HQSD, subject to the following:

1. Participation in the pilot is voluntary.

2. All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

3. Teachers participating in the pilot shall be provided release time to train, meet, and reflect on the vendor assessment each year of the pilot.

4. The Evaluation Policy Consultation Committee shall provide a recommendation whether to implement the vendor assessment as a HQSD to the Superintendent and Association President.

D. HQSD shall be used as evidence in any component of the teacher's evaluation related to the following:

1. Knowledge of the students to whom the teacher provides instruction;

2. The teacher's use of differentiated instruction practices;

3. Assessment of student learning;

4. The use of assessment data;

5. Professional responsibility and growth.

Personnel Decisions

A. The Board shall adhere to the terms and procedures set forth in the collective bargaining agreement for use by district administrators in making retention and promotion decisions based on evaluation results.

B. Comparable evaluations should be derived from multiple summative ratings. Starting in the 2013/14 school year, a teacher will receive a point total of four (4) for accomplished, three (3) for skilled, two (2) for developing and one (1) for ineffective. In a three-year period of time, a teacher will have a rating of three (3) thru twelve (12). Any teacher with a score of nine (9) thru twelve (12) over three years would be in group one, teachers with a score of six (6) thru eight (8) would be in group two, and teachers with a score of three (3) thru five (5) would be in group three. Each separate group would be considered "comparable", with group one being the highest rated. Total scores would always be considered as consisting of the most recent three years' worth of evaluation data.

C. The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention, promotion, removal, reduction or recall of any teacher until three years of data have been collected and three evaluation cycles have been completed. Nothing in this provision limits the right of the Board to non-renew a limited contract teacher as permitted by Ohio Revised Code.

Remediation of Deficiencies Identified During Observations and Walkthroughs

A. The remediation plan, as outlined in this section, shall detail:

1. Performance issues documented as deficient;

2. Specific performance expectations;

3. Assistance will be provided by the District to support professional development of the teacher;

4. Sufficient, specific timelines, not less than six (6) weeks, as to allow for the remediation of identified deficiencies.

5. The provision for a trained teacher mentor/coach as appropriate. The mentor/coach will be provided release time to allow for meetings/observations with the teacher under a remediation plan.

B. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed completed.

C. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.

D. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing and provided to the teacher within five (5) workdays after the observed deficiency occurs. The evaluator shall provide, in writing, to a teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

E. Evaluations of teachers shall be based on objective observation of the work performance and shall be conducted openly and with full knowledge of the teacher. Teachers may request an additional observation due to extenuating circumstances by the end of that day.

F. In the event an authorized leave prevents an evaluation of a teacher by the specified date(s) the teacher shall be evaluated as soon as practicable upon return from the leave. The deadline for taking action on the teacher's contract shall also be extended by the same number of days as were utilized during the authorized leave.

G. The teacher shall have the right to submit a written response to the evaluation which shall be attached to the file copy.

H. No report/evaluation shall be placed in the teacher's personnel file, or otherwise acted upon without prior notification to the teacher. No teacher shall be required to sign a blank or incomplete evaluation form. The teacher's signature on an evaluation form shall merely indicate that the teacher has seen the evaluation and does not necessarily imply agreement with the evaluation's content.

ARTICLE 13 SUPPLEMENTAL CONTRACTS

A. Supplemental duties shall be defined as those duties for which compensation is determined pursuant to the provisions of Appendix B of this Agreement. Teachers performing supplemental duties shall be issued written, individual limited contracts that include:

1. Duration of the supplemental contract

2. Title of the supplemental position

3. Amount of supplemental compensation or hourly rate by payment section of This Contract

4. Supplemental duties job description (to be given to the teacher upon assuming supplemental duties and when revised).

B. All supplemental contracts shall automatically expire on June 30 annually. All positions the Board intends to fill shall be posted annually in accordance with Article 10.

C. Supplementals will be paid on a payment schedule devised by the Board of Education treasurer for payment at mid-supplemental and end of supplemental OR the employee may choose to take a lump-sum payment at the end of the supplemental.

D. An administrator shall be present during all interviews for head coaching supplemental positions.

E. All head coach supplemental contract holders shall be annually evaluated by the building principal. All assistant coaches will be evaluated by the sport's head coach. *See Appendix H for the approved form.* This evaluation shall be completed within twenty (20) workdays after the end of the season. All non-athletic supplemental positions shall submit a supplemental completion form to their building principal by the end of the school year.

F. For safety reasons, at least two Board-employed adults will be present in or near the area of Friday School. Teachers may choose to hold Friday School in an area with video recording and will be provided a walkie-talkie if requested.

G. A committee to review and recommend changes to the supplemental salary schedule will be formed. The committee will consist of eight (8) members, composed as follows:

Superintendent or designee;
Board Treasurer or designee;
Athletic Director;
Building Principal designated by the Superintendent
Four (4) CLFA members appointed by the CLFA president.

The committee's task is to review the current supplemental salary system, investigate systems used by other districts, and make a consensus recommendation for changes to the current system. The recommendation will be reduced to writing and presented for ratification by both the Board and the CLFA. Upon ratification by both parties, the new system will take effect.

The supplemental committee will meet at least three times annually to determine if any recommendations are necessary for changes to the supplementary salary system. Such changes must be approved by an MOU.

ARTICLE 14 PUBLIC COMPLAINT PROCEDURE

A. All public complaints, including student complaints, about a teacher shall be followed, as soon as possible, by a personal conference with the complainant(s), the building administrator, and the teacher(s) involved with the alleged problem. The teacher shall have the right to CLFA representation at any such conference.

B. Attempts to resolve public complaints shall begin with the teacher, as soon as possible. All public complaints shall follow a process of teacher to principal to superintendent to the Board. Complaints received by school personnel, other than the teacher(s), shall be referred immediately to said teacher(s) for resolution.

C. Public complaints will not be placed in a teacher's personnel file until the teacher has had an adequate opportunity to resolve the alleged problem and the complaint is proven to have merit. If a public complaint is placed in a teacher's personnel file, a written report will be attached to the complaint by each administrator who has held a conference with the complainant(s) and teacher(s) on the complaint. The teacher will have the right to respond to the public complaint and any administrative written report and such response shall be attached to the complaint and the administrative written report(s). Such administrative written report(s) shall not be construed as a written reprimand relative to the complaint and shall not be written nor placed in a personnel file unless a conference has been held with the complainant(s) and teacher(s).

D. The primary focus of all parties concerned with a public complaint shall be the prompt and equitable resolution of the concern(s).

ARTICLE 15 PROGRESSIVE DISCIPLINE

A. The Board agrees to follow traditional principles of progressive discipline with the usual understanding that some or all preliminary levels may be bypassed on a case by case basis depending upon the circumstances or seriousness of the offense and all relevant surrounding circumstances.

The normal progressive sequence is:

1. Verbal warning

2. Written reprimand (within one (1) calendar year of verbal warning)

3. Suspension without pay not to exceed four (4) workdays under normal circumstances

4. Termination in accordance with ORC 3319.16 and any related statutes.

B. Discipline will be for just cause.

C. Any disciplinary action is subject to review under the grievance procedure of this agreement. Verbal warnings are subject to review under the grievance procedure up to and through Step Four (4).

ARTICLE 16 PERSONNEL FILES

A. The Board shall maintain the only official personnel file system for all teachers in the office of the superintendent. The purpose of the personnel file system shall be to serve as the official repository of records that are necessary and relevant to the teacher's employment and teaching responsibilities. Evaluation forms shall be retained in the teacher's respective building.

B. The superintendent shall be responsible for proper placement of material, security, and access to the personnel file system.

C. Employees will be notified when information from the employee's file has been made available to any person other than the teacher, the superintendent or administrative designee, Board members, or the teacher's supervisor. Personnel files shall be reviewed only in the presence of the superintendent or his/her designee. Access to or disclosure of any information in the personnel file system shall be in accordance with the provisions of ORC 149.43.

D. During regular business hours and within one (1) school day of making the request, teachers shall be able to review their own file in the presence of the superintendent or his/her designee. The teacher shall have the right to be accompanied by a person(s) of his/her choice.

Copies of any information in the personnel file requested by the teacher shall be made at no charge to the teacher.

E. A teacher shall receive a copy of all non-routine information that is to be filed in their personnel file at the same time that placement into the file occurs. A teacher shall have the right to respond, in writing, to any material in the personnel file. There shall be no time limits for responding to information in the personnel file. Such response(s) shall be attached to and shall become a part of the document in the personnel file. Should any dispersal of the original document be made, the response(s) shall be included.

F. The superintendent shall maintain personal information in the personnel file system with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the teacher on the basis

of the information. No anonymous letters or materials will be placed in the personnel file system.

G. A teacher shall have the right to dispute the accuracy, relevance, completeness, and/or timeliness of information contained in their personnel file. The superintendent must begin an investigation within three (3) school days as to the validity of the dispute and must immediately notify the teacher of the result of the investigation and the action to be taken. The superintendent shall remove all information from the personnel file that no longer is timely, cannot be verified, is incomplete, or which is found to be inaccurate. The teacher may include in his/her personnel file, a statement which sets forth his/her position(s) with respect to the disputed material.

H. All disciplinary documents placed in the file shall be removed from the file upon submission of a written request by the teacher, if no further disciplinary action has been taken by the Board or the administration for a period of two (2) years after the date the material was placed in the file.

I. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in his/her personnel file unless the teacher has received a copy and has had an opportunity to review the material. The teacher shall have the right to submit a written answer to such material and attach it to the file copy. The teacher will be required to sign for receipt of the material. The teacher's signature will only indicate they have received the material and not that they agree with the content.

ARTICLE 17 PROHIBITION AGAINST PUBLIC CRITICISM

Any criticism of a teacher by a supervisor, administrator or other agent of the Board shall be made in confidence and never in the presence of pupils, parents of pupils, other teachers, or at public gatherings. All critiques made shall be confidential.

Teachers' criticism of a supervisor, administrator or Board member shall be made in confidence and never in the presence of pupils, parents of pupils, other school teachers, or at public gatherings. All critiques made shall be confidential.

ARTICLE 18 LEAVES

A. Sick Leave

Employees shall be granted sick leave with pay.

1. Usage

Sick leave may be used for personal injury or illness, medical-related appointments, pregnancy, exposure to contagious disease or injury, illness or death of a member of the immediate family.

2. Immediate Family

Immediate family shall include the employee's spouse, child, mother, father, respective in-laws, stepchild, stepmother, stepfather, grandchildren, grandparents, siblings, or any other individual living in the employee's own household. In the case of death, immediate family shall be extended to include aunt, uncle, niece and nephew. In unusual circumstances, the superintendent may grant sick leave pursuant to this section to employees who so request said leave.

3. Accumulation

Pursuant to ORC 3319.141, the board shall advance no less than five (5) days of sick leave to any teacher who has exhausted his accumulation or is newly hired and has no accumulation to his credit. This advancement shall be charged against subsequent accumulation.

In subsequent years, sick leave shall be accumulated at fifteen (15) days per year with a maximum accumulation of two hundred twenty (220) days.

4. Transfer of Sick Leave

An employee having unused accumulated sick leave from another school district or another Ohio public subdivision shall be credited with such sick leave upon providing the Board treasurer verification in keeping with ORC Section 3319.141.

5. Sick Leave Bank

All teachers shall be eligible to join the Emergency Security Program by written application to the superintendent containing authority to transfer up to a maximum of thirty (30) days of sick leave granted under Article 18, Section

A, to the Emergency Security Program. The Emergency Security Program shall be administered by an Emergency Security Program Committee.

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or catastrophic injury or family illness or catastrophic injury to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness or catastrophic injury.

Use of days from the Sick Leave Bank will be limited to PERSONAL illness of the bargaining unit member, spouse, or the bargaining unit member's dependent children and/or parents. A doctor's statement is required with the application in order to be considered.

a. Eligibility

All teachers are eligible to participate annually in the Emergency Security Program upon submitting the Application for Participation (Appendix E).

b. Application for Participation

Written application for participation in the Emergency Security Program must be made to the superintendent annually between July 1 and September 30. In the case of a new teacher hired after September 15, such application must be made no later than fifteen (15) days after the first date of employment.

c. Days Contributed may not be withdrawn.

Days transferred to the Emergency Security Program may not be withdrawn by the teacher participant and shall only be used for the purposes of the Emergency Security Program and as a result of decisions made by the Emergency Security Program Committee.

d. Application for Benefits

When a teacher participating in the program finds they are forced to be absent from duty for a period extending beyond their accrued sick leave expiration, said teacher or a representative of the teacher may make written application for a maximum of thirty (30) days.

e. Supplemental Application for Benefits

Should a teacher who is already receiving these benefits have need of more days than those already granted, that teacher may make only

one (1) supplemental application for an additional maximum of 30 days. The total number of days granted per employee per year shall not exceed sixty (60).

f. Determination

Within five (5) days of receipt of a valid application, the Emergency Security Program Committee shall evaluate the application and make a determination of the number of days, if any, to be granted the teacher. Copies of the Emergency Security Program Committee's determination shall be sent to the teacher, the CLFA president, and the superintendent, who shall enter the determination into the teacher's payroll records. The teacher shall be continued on payroll records without reduction or loss of pay as long as any unused days appear to his/her credit. If the teacher returns to duty prior to exhausting all of the days granted by the Emergency Security Program Committee, the number of days remaining shall be removed from the teacher's record and returned to the Emergency Security Program.

g. Appeal

Any teacher applicant dissatisfied with the Emergency Security Program Committee's determination may, within five (5) calendar days, appeal such determination, to the CLFA Executive Committee, whose decision shall be final. Membership in the CLFA Executive Committee shall be determined by the Association Constitution and Bylaws.

The determination of the Emergency Security Program Committee or the CLFA Executive Committee shall not prejudice the teacher's rights to apply to the Emergency Security Program Committee for additional days for the same illness, injury, or other cause necessitating further absence from duty.

h. Limitations

1) A teacher who had elected not to participate within the time limits set in paragraph b above will not be granted days.

2) A teacher who is voluntarily absent because of reasons other than those listed above will not be granted days.

3) It is recognized that complications arising from pregnancy, complications from postpartum recovery or other factors connected therewith could qualify a teacher for benefits. Routine pregnancy and postpartum leave do not qualify for use of the sick leave bank.

4) The Emergency Security Program shall not be used to delay an application for nor as an alternative for disability retirement.

5) The Emergency Security Program shall not be used to supplant Worker's Compensation.

i. The Emergency Security Program Committee

The Emergency Security Program Committee shall be composed of five (5) members. Three (3) to be appointed by the CLFA president and one (1) to be appointed by the superintendent. The Board treasurer shall sit as the Board's designee to the Committee.

The Emergency Security Program Committee shall develop criteria to be used by the Committee to approve or reject applications and shall make the determination of the number of days, if any, that shall be granted to the teacher. An approved application shall have the number of days transferred from the Emergency Security Program to the teacher's sick leave accumulation.

j. Unused days in the Emergency Security Program contributed in any given school year by participants and remaining in the Emergency Security Program as of August 1, shall be carried over to the following school year. Days granted in a school year but not actually used by the teacher applicant prior to his/her return to duty shall be reinstated to the Emergency Security Program. The Board shall be responsible for maintaining all records that are necessary to the administration and maintenance of the Emergency Security Program.

k. Confidentiality

All information and reports relating to applications for days under this provision shall remain confidential.

6. Unpaid Sick Leave (Family Leave) Family Medical Leave Act

After all other paid leave options are exhausted, a teacher may elect to take up to sixty (60) days during any twelve (12) month period as unpaid sick leave not to be charged against sick leave to care for a son, daughter, spouse or parent with a serious health condition. Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care provider, or the continuing treatment by a health care provider.

B. **Personal Leave**

Teachers will be granted three (3) days of personal leave per year.

Personal leave may not be used on the following days: state testing days, opening teacher workday, staff in-service days, year-end teacher workday and waiver days. Personal leave may only extend a holiday or an extended break by one (1) day and is limited to two (2) teachers each in K-4, 5-8 and 9-12. The number of teachers who may use personal leave on a given day shall be restricted as shown in Table A. Should extenuating or emergency situations occur, the superintendent may permit additional teachers to use leave on a given day or to extend a holiday period or an extended break.

Table A

Pre-K – 4	August-April 4	May-June 2
5 – 8	August-April 4	May-June 2
9 – 12	August-April 4	May-June 2

At the end of a school year any accumulated, unused personal days in excess of two (2) days will be converted to sick leave. Sick days derived as such will accumulate in addition to the maximum allowed in Section A (3) of this Article. In lieu of the sick leave conversion, a teacher may elect to have those days “cashed out” at the substitute rate of pay by notifying the treasurer, in writing, by the last teacher workday of the school year.

The two (2) personal leave days that are not converted to sick leave shall carry over to the following year to a maximum accumulation of five (5) personal leave days.

C. **Parental Leave**

A leave of absence without pay shall be granted to a member for the purpose of childbearing and/or child rearing as follows:

1. Either parent of a newborn child or newly adopted child may use up to six weeks accrued sick leave immediately following the birth or adoption of a child.

2. A member may be granted unpaid leave of absence for the remainder of the school year and the following school year, for the purpose of childbearing or child rearing upon written request to the Superintendent.

3. A member adopting a child shall be entitled upon request to a leave without pay to commence at any time during the first year after receiving de facto custody of said infant child (four years of age or younger), or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence is not to exceed a total of one year.

A teacher anticipating the birth or adoption or foster placement of an infant child to the family may request and shall be granted an unpaid parental leave of absence, provided the following stipulations have been met:

a. Such request shall be submitted on the designated form to the superintendent at least thirty (30) days prior to the anticipated beginning date of the requested leave.

b. A parental leave request for the birth or foster placement of a child shall be accompanied by a statement from the attending physician indicating the anticipated date of birth of the child and the expected date of disability.

c. The request of parental leave for the adoption or foster placement of an infant child shall be accompanied by a statement from the adoption agency indicating the anticipated date when custody of the child will commence.

d. The teacher may submit a request to the superintendent for return to service at any time during the leave. Such request shall be in writing and shall be at least thirty (30) days in advance of the desired return date. Such teacher shall be returned to service on the requested date or on the earliest following date when a vacancy occurs requiring a certification/license held by the teacher, provided the Board would otherwise have employed a new teacher for such vacancy.

f. The Board will permit the use of up to six (6) weeks of accumulated sick leave for the purpose of adoption in the same manner as for use of sick leave for a birth.

g. In the case of an adoptive leave, if the adoption is cancelled after a replacement for the adopting teacher has been arranged, the adopting teacher may request early reinstatement from leave and such request will be given priority consideration by the administration.

D. **Court Leave**

A teacher who is called for jury service or is subpoenaed as a witness in a court of law for a school-related case shall be excused from work for the days on which he or she serves and shall receive for each and either such day of service his or her per diem rate of pay minus any payment he or she receives for said service.

E. **Professional Leave**

Teachers who wish to participate in professional meetings, workshops, visitations, conferences, and clinics pertaining to their particular teaching fields on days when school is in session shall submit to their building principal(s), two (2) weeks in advance of the scheduled activity, a written request to attend. This request shall state the nature of the event, the dates when attendance is required, where the event is to take place, the date of the request itself, the name of the teacher making the request and the anticipated expenses. Once a decision to allow or disallow the leave has been rendered by the superintendent, the teacher will be notified as soon as possible. Reasons shall be given in the event the request is rejected.

Approval by the superintendent for such leave shall be granted according to the following:

1. The activity must pertain to the area in which the teacher submitting the request is working.

2. The professional activity shall align with the district, building or department goals.

3. Approval to attend such meeting shall include payment of the teacher's salary while he or she is in attendance. A substitute teacher shall be paid to assume the teacher's responsibilities while he or she is absent.

4. Teachers attending such meetings may be asked by their principal to report items of interest to grade level teachers, department staff, building staff, or the entire school staff, provided the nature of such a meeting is of interest.

5. Each teacher shall be granted professional leave at Board expense. Professional development funds shall be equitably distributed among the buildings based upon the buildings' teacher populations.

Teachers granted professional leave will be reimbursed according to the following schedule. Receipts for expenses must be submitted to the treasurer of the Board.

Room: $100.00 per day maximum, outside of a 60-mile radius.

Registration Fee: Paid by the Board.

Travel: Mileage reimbursement at the established Internal Revenue Service rate. The reimbursed mileage shall be based on the distance from the member's home or from the member's assigned building, whichever is shortest. On a day when school is not in session the mileage reimbursement shall be based on travel distance from the member's home.

Parking: $50.00 per day maximum

F. **Professional Study**

Upon approval by the superintendent and the Board, teachers may be granted a leave of absence of one (1) year, with a possible one (1) year extension, to attend an accredited college or university for the purpose of engaging in study related to their professional responsibilities. Upon return from such leave, teachers shall be placed at the same position on the salary schedule as that which would have been appropriate should such leave not have been taken.

G. **Assault Leave**

Assault leave may be granted to a teacher who is absent from his/her assigned duties because of physical injury resulting from an assault. Said leave shall not be charged against sick leave earned or earnable or any other leave granted by the Board. Said teacher may be granted assault leave and shall be maintained on full pay status during such absence.

A teacher may be granted assault leave according to the following rules:

1. The incident, resulting in the physical disability of the teacher, must have occurred during the course of employment with the Board.

2. Upon notice to the principal or immediate supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or immediate supervisor. The report shall be made within 48 hours of the occurrence of the assault.

3. If the teacher is absent from his/her assigned duties due to the physical disability, a certificate from a licensed physician, stating the nature of the disability and its duration, will be required before assault leave payment is made.

4. A teacher shall not qualify for payment of used assault leave until the assault leave form has been submitted.

5. Said teacher shall not be permitted to accrue assault leave.

6. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.

7. Falsification of either a signed statement or a physician's certificate is reason for termination of employment.

8. The maximum number of days allowable for assault leave, which resulted in physical disability, shall be ten (10).

9. If determined through administrative investigation that the staff member was the instigator of the action which caused the assault, that staff member will not be eligible for assault leave. Final determination will be made by the Superintendent.

H. **Association Leave**

The CLFA shall have an aggregate of seven (7) days available each year to conduct Association business outside of the school district.

The CLFA president will submit an Association Leave form stating the date, the teacher's name and Association Leave date to the respective building principal at least two weeks in advance of the scheduled activity. The principal will forward the request to the superintendent for his or her authorization.

Authorization for use of Association Leave shall include payment of the teacher's salary.

The Board will cooperate with the CLFA president in allowing adequate time to meet with individual members concerning Association business.

A substitute teacher will be hired to assume the teacher's responsibility while he or she is absent. The cost of the substitute will be paid by the CLFA for six (6) of these days. The Board will pay for a substitute for one (1) teacher representative to the OEA delegate assembly.

No other expense reimbursement shall be allowed.

ARTICLE 19 PAY PERIODS

The annual salary set forth in this Agreement shall be paid to teachers in twenty-four (24) equal installments. Teachers shall have their pay direct deposited and receive email notification of each pay.

ARTICLE 20 PAYROLL DEDUCTION

The Board, upon the written request of a teacher, will make payroll deductions for professional dues, contributions to charitable organizations, tax sheltered annuities, city income tax, insurances, political organizations, United Way, and other items agreed to by the Board and CLFA.

Further, the Board agrees to a plan for continuing professional dues membership. Under this plan, CLFA members will be permitted automatic renewal of membership status from year to year. A two (2) week grace period exists from August 1 to August 15 to enable time for withdrawals from the CLFA. A compiled membership list of continuing members and dues assessment will be presented to the Board treasurer for payroll deduction by September 30 of each year.

Dues deductions shall be made in twenty-two (22) installments beginning with the second pay in October.

ARTICLE 21 SALARY & INDEX

A. Effective July 1, 2025, the base salary (BA Step 0) shall be $36,411.

B. Effective July 1, 2026, the base salary (BA Step 0) shall be $36,957.

C. Effective July 1, 2027, the base salary (BA Step 0) shall be $37,696.

Salary Schedule Placement: Beginning with the 2025 – 2026 school year, the Board shall place any newly hired teacher with three or fewer years of experience on Step 3 of the salary schedule, where they will remain until they have attained four (4) years of experience.

Effective the 2025 – 2026 school year staff who are currently employed by the Board with fewer than three (3) years of experience shall be placed on Step 3 of the salary schedule, where they shall remain until they have attained four (4) years of experience.

ARTICLE 22 INSURANCE

The Board will provide each teacher with the following:

A. **Life Insurance**

Twenty thousand dollars ($20,000.00) life insurance, accidental death and dismemberment policy at no cost to the teacher. The teacher shall have the opportunity to purchase up to an additional amount of coverage not to exceed the

lesser of $300,000.00 or five (5) times the salary of the teacher, at the teacher's expense. The teacher shall have a right of conversion rider upon retirement.

B. **Major Medical**

The Board will pay 80% of family health insurance premium and 90% of the single insurance premium, except any employee who has been continuously employed and enrolled in the medical insurance program prior to July 1, 2002 is eligible to have 100% of the single insurance premium paid by the Board of Education. The Board shall pay the cost of two (2) single plans for married teacher couples employed in the district and such amount shall be applied to the monthly family premium.

C. **Dental**

The Board shall provide to each teacher and his/her eligible dependents 100% of Board paid dental insurance.

D. **Health Insurance Coverage Alternatives**

At the request of either party, a committee will be established to study alternatives for health insurance coverage.

E. **Prescription Coverage**

Prescription coverage will reflect negotiated medical insurance plan and coverage.

F. **Vision Service Plan**

The Board shall provide vision insurance at no cost to employees.

G. **HRA and HSA Option**

Effective January 1, the district will make available medical insurance and a Health Reimbursement Arrangement “HRA”. The HRA shall become effective for the calendar year through December 31, 2016, and in subsequent years January 1 through December 31 for the duration of the contract.

The employee contribution to the deductible shall be $750 per year for single coverage and $1,500 per year for family coverage. After the deductible, co-insurance will be applied on any remaining balance and shall be paid 80% by the plan and 20% by the employee. Once the deductible and co-insurance total $1,500, the employee has reached their maximum out of pocket ($1,500 for single, $3,000 for family). The Plan then pays any remaining balance at 100%. These deductible and maximum amounts are correct for in-network only.

Co-pays do accumulate within the plan, but do not count towards the medical deductible or maximum out of pocket of the HRA. Once the maximum out of pocket is reached, the co-pays are limited to $1,000 for single and $2,000 for family each year, and then paid by the plan at 100%.

The employer shall provide an HSA Option to each bargaining unit member and his or her eligible dependents with a $2500.00/$5000.00 with deductible max out of pocket $2500.00/$5000.00 Prescriptions same as medical.

Whenever an employee decides to switch to HSA, they will receive two years of "seed money" of $1,250.00/$2,000.00. Once in the HSA, the employee cannot elect any other type of coverage.

H. **Insurance Committee**

There shall be an insurance committee consisting of the Treasurer (chair), the Superintendent, three (3) members appointed by the Superintendent, four (4) members of the Association, and representation from the OAPSE/AFSCME local ("OAPSE"). Any party may bring an observer upon notification to the other parties.

The committee shall establish its own operating guidelines. One committee member shall serve as a secretary and take minutes at each meeting.

Committee decisions shall be made by consensus.

The committee shall meet at least quarterly and in advance of any insurance contract renewal. The chair may call other meetings as necessary.

The committee's responsibilities shall include monitoring insurance costs and reviewing and developing benefits packages made up of premium increases and/or plan design changes consistent with this Article. Any recommended changes to the insurance plan design must be presented to the Association and Board for ratification/approval.

At least once every five (5) calendar years, the insurance committee shall review the services provided by the insurance broker.

ARTICLE 23 RETIREMENT AND RETENTION

A. Severance Pay

Teachers shall be entitled to and shall be granted a severance pay upon termination of active employment for the reasons of retirement or disability. Severance pay shall be an amount equal to twenty-seven percent (27%) of the number of days of sick

leave accumulated. The payment may be made in one lump sum at the discretion of the Board and teacher. However, payment will not be made until the Board treasurer has been officially notified by the State Teachers Retirement System (STRS) that the retirement is in effect and the first benefit check has been received.

Upon the death of a teacher so entitled, severance pay will be paid to the teacher's estate.

B. Retention Bonus

At the beginning of a teacher's 6th/11th/16th/21st/26th/31st year of service to the district, teachers will receive a bonus on their first paycheck of September for their commitment to the district as listed in the table below:

Table B

Years at Cardington	Bonus
5	$100
10	$100
15	$100
20	$125
25	$150
30	$200

ARTICLE 24 MILEAGE REIMBURSEMENT

All members of the bargaining unit who use private transportation to perform their assigned duties to exclude their regular commute to and from their assigned building at the beginning and end of each workday or on other Board business will be reimbursed at the rate allowed by the Internal Revenue Service, by prior publication, as of September 1.

ARTICLE 25 TUITION REIMBURSEMENT

A. The Board hereby agrees to establish a tuition reimbursement fund of fifty thousand dollars ($50,000.00) per fiscal year. Before each school year, the superintendent and president of the CLFA shall review the tuition reimbursement fund amount and may mutually agree to change that amount. Each teacher requesting reimbursement will be eligible for (¾ or 75%) tuition reimbursement for one course per term (the period matriculation and study), during September through May, inclusive. During the months of June through August, inclusive, reimbursement may be for more than one course per term. The course work shall be in an area of educational certification/licensure. Teachers required to receive a reading certification under the Third Grade Reading Guarantee may receive reimbursement for the cost of the first administration of the reading certification test adopted by the State Board of

Education. This reimbursement shall be deducted from the tuition reimbursement fund. The maximum total reimbursement per teacher shall not exceed three thousand five hundred dollars ($3,500.00) per fiscal year.

B. Reimbursement shall be granted on a first come, first served basis until the fund for the fiscal year is exhausted.

C. Funds are not cumulative from fiscal year to fiscal year.

ARTICLE 26 TUITION WAIVER

Children of non-resident teachers may attend Cardington-Lincoln Schools tuition free in accordance with ORC 3313.64 (F)(8).

ARTICLE 27 CONTRARY TO LAW

If any section(s) of this Agreement is in conflict with federal or state law, then that section is null and void while those sections that are not in conflict with federal or state law remain in full force. Any section(s) found to be in conflict with federal or state law shall be renegotiated by the parties in compliance with the negotiation procedure of this Agreement.

ARTICLE 28 TERM OF AGREEMENT

This Agreement becomes effective upon ratification by the Association and adoption by the Board and shall continue in full force and effect until June 30, 2025.

ARTICLE 29 COMPLETE AGREEMENT

This Agreement constitutes the complete negotiated understanding and terms and conditions of employment agreed to between the Board and the CLFA and may be amended only by subsequent written agreement in accordance with the terms of this document.

ARTICLE 30 BUILDING LEVEL ADVISORY COMMITTEES

Building level Advisory Committees shall be appointed in September of each school year for the purpose resolving non-contractual issues at the building level as well as maintaining a climate of understanding, mutual respect and open communication among faculty members and administrators.

Each building level Advisory Committee shall be composed of the building principal, one faculty member appointed by the superintendent and two faculty members appointed by the Association president.

Each building level Advisory Committee shall meet once a month and then as needed. Meetings shall be scheduled at times mutually convenient to Committee members.

The superintendent and/or other members of the faculty may be invited to attend any advisory meeting.

Concerns regarding specific issues and which are in need of resolution must first of all have been presented to the building administrator for resolution before being brought to the building Advisory Committee.

Committee members will submit agenda items to the building principal for distribution three (3) days prior to the meeting date.

Joint notes will be kept at all meetings and shall be distributed to the parties within one (1) week thereafter. The responsibility for taking notes will alternate between administration and the CLFA representatives.

ARTICLE 31 LABOR MANAGEMENT COMMITTEE (LMC)

The purpose of the LMC shall be to address unresolved issues from the building advisory committees, as well as to address district-wide issues.

A. The LMC shall consist of:

   1. The CLFA president and one (1) teacher from each district building selected by the CLFA; and

   2. The superintendent and four (4) other members of management.

B. Either party may invite consultants and/or guests to participate in discussion or offer advice as needed.

C. The superintendent and Association president shall confer monthly to determine if there are agenda items. Providing there are items for the agenda, meetings shall be held once a month during the school year (excluding December). Times, dates, and places shall be determined by the LMC members.

D. The LMC shall not have the authority to revise, delete, and/or modify any provision(s) of the Collective Bargaining Agreement. The LMC shall not in any manner take the place of or alter the contractual negotiations procedures.

ARTICLE 32 STUDENTS WITH SPECIAL NEEDS

The employer will provide the necessary personnel as required by the Special Education Operating Standards in the Ohio Administrative Code to perform any supportive services. Employees other than qualified and trained school nurses, medical technicians, and/or aides shall not be required to perform medical or custodial care procedures on students.

K-6 students with IEPs will be equally distributed to class lists at the beginning of each school year. After the first day of class, students will not be transferred from an assigned class in order to accommodate this section. If mutually agreed upon in writing by the individual teacher affected and the building principal, student assignment practices may deviate from this section.

Special Education and Title I teachers will not be required to act as substitute teachers when another teacher is absent.

Any concerns regarding placement shall be addressed through the building Advisory Committee process.

ARTICLE 33 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. The LPDC Committee shall be comprised of five members. Three members will be teachers chosen by the CLFA and the other two will be appointed by the superintendent. The superintendent's appointees may include himself/herself and/or any other licensed/certificated educator.

B. All terms shall be for two (2) years.

C. All said members shall be paid a stipend as follows:

1. On contracted instructional days, the stipend shall be $25.00 per person, per meeting.

2. On non-contracted days, the stipend for a meeting shall be $25.00 per person per hour to a maximum of $75.00 per person.

3. The Chairperson shall receive an additional stipend of $100.00 upon completion of duties at the end of the fiscal year.

D. Each committee member shall be granted release time for appropriate LPDC training.

E. The Association, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC teacher members.

F. The superintendent shall determine the recall and replacement of the non-teacher LPDC members.

G. Training will be offered to new employees on how to submit their IPDP and Coursework Approval form. This training shall occur in the employee's first year of employment.

H. The LPDC shall adopt policies that grant CEUs as pre-approved professional development for any Inservice/Waiver Days, Public SchoolWorks or other district-provided professional development.

ARTICLE 34 BCII REIMBURSEMENT

The Board shall reimburse one-half (1/2) of the actual cost of the state required criminal background check, up to $22.50 for results which allow the bargaining unit member to remain employed with the District.

ARTICLE 35 RESIDENT EDUCATOR PROGRAM

The Resident Educator Program shall meet the ODE Resident Educator Program standards. Resident Educator mentors shall be paid $300.00 per year. The District Resident Educator Coordinator shall be paid $500.00 per year.

ARTICLE 36 AGREEMENT

The term of this Agreement is July 1, 2025 through June 30, 2028.

This Agreement constitutes the complete negotiated understanding and terms and conditions of employment agreed to between the Board and the CLFA and may be amended only by subsequent written agreement in accordance with the terms of this document.

If any section(s) of this Agreement conflicts with federal or state law, then that section is null and void while those sections are not in conflict with federal or state law remain in full force. Any section(s) found to conflict with federal or state law shall be renegotiated by the parties in compliance with the negotiation procedure of this Agreement.

This Agreement made and entered into this 9 day of June, 2025, by and between the Board and the CLFA.

BOARD PRESIDENT

SUPERINTENDENT

TREASURER

CLFA

APPENDIX A-1 SALARY SCHEDULE 2025-2026						
CARDINGTON-LINCOLN TEACHERS SALARY SCHEDULE EFFECTIVE 7/1/2025						
STEP	**BA**	**5YR**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$36,411	$37,867	$40,052	$41,872	$44,057	$46,605
1	$37,867	$39,505	$41,872	$43,784	$46,059	$48,699
2	$39,323	$41,144	$43,693	$45,695	$48,062	$50,793
3	$40,780	$42,782	$45,513	$47,607	$50,064	$52,886
4	$42,236	$44,421	$47,334	$49,518	$52,067	$54,980
5	$43,693	$46,059	$49,154	$51,430	$54,070	$57,073
6	$45,149	$47,698	$50,975	$53,341	$56,072	$59,167
7	$46,605	$49,336	$52,795	$55,253	$58,075	$61,261
8	$48,062	$50,975	$54,616	$57,164	$60,077	$63,354
9	$49,518	$52,613	$56,436	$59,076	$62,080	$65,448
10	$50,975	$54,252	$58,257	$60,988	$64,082	$67,541
11	$52,431	$55,890	$60,077	$62,899	$66,085	$69,635
12	$53,888	$57,529	$61,898	$64,811	$68,088	$71,729
13	$55,344	$59,167	$63,718	$66,722	$70,090	$73,822
14	$56,800	$60,806	$65,539	$68,634	$72,093	$75,916
15	$57,711	$61,898	$66,722	$69,908	$73,367	$77,190
16	$58,621	$62,990	$67,906	$71,183	$74,642	$78,465
17	$59,531	$64,082	$69,089	$72,457	$75,916	$79,739
18	$60,441	$65,175	$70,272	$73,731	$77,190	$81,013
19	$61,352	$66,267	$71,456	$75,006	$78,465	$82,288
20	$62,262	$67,359	$72,639	$76,280	$79,739	$83,562
21	$63,172	$68,452	$73,822	$77,554	$81,013	$84,836
22	$64,082	$69,544	$75,006	$78,829	$82,288	$86,111
23	$64,993	$70,636	$76,189	$80,103	$83,562	$87,385
24	$65,903	$71,729	$77,372	$81,377	$84,836	$88,660

Appendix A-2 Salary Schedule 2026-2027						
CARDINGTON-LINCOLN TEACHERS SALARY SCHEDULE EFFECTIVE 7/1/2026						
STEP	**BA**	**5YR**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$36,957	$38,435	$40,653	$42,501	$44,718	$47,305
1	$38,435	$40,099	$42,501	$44,441	$46,751	$49,430
2	$39,914	$41,762	$44,349	$46,381	$48,783	$51,555
3	$41,392	$43,425	$46,196	$48,321	$50,816	$53,680
4	$42,870	$45,088	$48,044	$50,262	$52,849	$55,805
5	$44,349	$46,751	$49,892	$52,202	$54,881	$57,930
6	$45,827	$48,414	$51,740	$54,142	$56,914	$60,055
7	$47,305	$50,077	$53,588	$56,082	$58,947	$62,180
8	$48,783	$51,740	$55,436	$58,023	$60,979	$64,305
9	$50,262	$53,403	$57,284	$59,963	$63,012	$66,431
10	$51,740	$55,066	$59,131	$61,903	$65,045	$68,556
11	$53,218	$56,729	$60,979	$63,844	$67,077	$70,681
12	$54,697	$58,392	$62,827	$65,784	$69,110	$72,806
13	$56,175	$60,055	$64,675	$67,724	$71,143	$74,931
14	$57,653	$61,718	$66,523	$69,664	$73,175	$77,056
15	$58,577	$62,827	$67,724	$70,958	$74,469	$78,349
16	$59,501	$63,936	$68,925	$72,251	$75,762	$79,643
17	$60,425	$65,045	$70,126	$73,545	$77,056	$80,936
18	$61,349	$66,153	$71,327	$74,838	$78,349	$82,230
19	$62,273	$67,262	$72,528	$76,132	$79,643	$83,523
20	$63,197	$68,371	$73,730	$77,425	$80,936	$84,817
21	$64,121	$69,479	$74,931	$78,719	$82,230	$86,110
22	$65,045	$70,588	$76,132	$80,012	$83,523	$87,404
23	$65,969	$71,697	$77,333	$81,306	$84,817	$88,697
24	$66,892	$72,806	$78,534	$82,599	$86,110	$89,991

Appendix A-3 Salary Schedule 2027-2028						
CARDINGTON-LINCOLN TEACHERS SALARY SCHEDULE EFFECTIVE 7/1/2027						
STEP	**BA**	**5YR**	**MA**	**MA+15**	**MA+30**	**MA+45**
0	$37,696	$39,204	$41,466	$43,351	$45,612	$48,251
1	$39,204	$40,900	$43,351	$45,330	$47,686	$50,419
2	$40,712	$42,597	$45,235	$47,309	$49,759	$52,586
3	$42,220	$44,293	$47,120	$49,288	$51,832	$54,754
4	$43,728	$45,989	$49,005	$51,267	$53,905	$56,921
5	$45,235	$47,686	$50,890	$53,246	$55,979	$59,089
6	$46,743	$49,382	$52,775	$55,225	$58,052	$61,256
7	$48,251	$51,078	$54,659	$57,204	$60,125	$63,424
8	$49,759	$52,775	$56,544	$59,183	$62,199	$65,591
9	$51,267	$54,471	$58,429	$61,162	$64,272	$67,759
10	$52,775	$56,167	$60,314	$63,141	$66,345	$69,926
11	$54,282	$57,864	$62,199	$65,120	$68,418	$72,094
12	$55,790	$59,560	$64,083	$67,099	$70,492	$74,261
13	$57,298	$61,256	$65,968	$69,078	$72,565	$76,429
14	$58,806	$62,953	$67,853	$71,057	$74,638	$78,596
15	$59,748	$64,083	$69,078	$72,377	$75,958	$79,916
16	$60,691	$65,214	$70,303	$73,696	$77,277	$81,235
17	$61,633	$66,345	$71,528	$75,015	$78,596	$82,555
18	$62,576	$67,476	$72,754	$76,335	$79,916	$83,874
19	$63,518	$68,607	$73,979	$77,654	$81,235	$85,193
20	$64,460	$69,738	$75,204	$78,973	$82,555	$86,513
21	$65,403	$70,869	$76,429	$80,293	$83,874	$87,832
22	$66,345	$72,000	$77,654	$81,612	$85,193	$89,151
23	$67,288	$73,131	$78,879	$82,932	$86,513	$90,471
24	$68,230	$74,261	$80,104	$84,251	$87,832	$91,790

Appendix A-4 Salary Index 2025-2028

CARDINGTON-LINCOLN TEACHERS SALARY INDEX

Step	BA	5 YR	MA	MA+15	MA+30	MA+45
0	1.0000	1.0400	1.1000	1.1500	1.2100	1.2800
1	1.0400	1.0850	1.1500	1.2025	1.2650	1.3375
2	1.0800	1.1300	1.2000	1.2550	1.3200	1.3950
3	1.1200	1.1750	1.2500	1.3075	1.3750	1.4525
4	1.1600	1.2200	1.3000	1.3600	1.4300	1.5100
5	1.2000	1.2650	1.3500	1.4125	1.4850	1.5675
6	1.2400	1.3100	1.4000	1.4650	1.5400	1.6250
7	1.2800	1.3550	1.4500	1.5175	1.5950	1.6825
8	1.3200	1.4000	1.5000	1.5700	1.6500	1.7400
9	1.3600	1.4450	1.5500	1.6225	1.7050	1.7975
10	1.4000	1.4900	1.6000	1.6750	1.7600	1.8550
11	1.4400	1.5350	1.6500	1.7275	1.8150	1.9125
12	1.4800	1.5800	1.7000	1.7800	1.8700	1.9700
13	1.5200	1.6250	1.7500	1.8325	1.9250	2.0275
14	1.5600	1.6700	1.8000	1.8850	1.9800	2.0850
15	1.5850	1.7000	1.8325	1.9200	2.0150	2.1200
16	1.6100	1.7300	1.8650	1.9550	2.0500	2.1550
17	1.6350	1.7600	1.8975	1.9900	2.0850	2.1900
18	1.6600	1.7900	1.9300	2.0250	2.1200	2.2250
19	1.6850	1.8200	1.9625	2.0600	2.1550	2.2600
20	1.7100	1.8500	1.9950	2.0950	2.1900	2.2950
21	1.7350	1.8800	2.0275	2.1300	2.2250	2.3300
22	1.7600	1.9100	2.0600	2.1650	2.2600	2.3650
23	1.7850	1.9400	2.0925	2.2000	2.2950	2.4000
24	1.8100	1.9700	2.1250	2.2350	2.3300	2.4350

Appendix B-1 Supplemental Salaries: Athletic Positions

	2025 - 2026				2026 - 2027				2027 - 2028			
Position	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**
	$36,411		**(at 6%)**	**(5 weeks)**	**$36,957**		**(at 6%)**	**(5 weeks)**	**$37,696**		**(at 6%)**	**(5 weeks)**
ATHLETIC FACILITY MGR.	0.0615	$2,239			0.0615	$2,273			0.0615	$2,318		
FOOTBALL												
Head Coach	0.1558	$5,673	$340	$1,700	0.1558	$5,758	$345	$1,725	0.1558	$5,873	$352	$1,760
Assistant	0.0965	$3,514	$211	$1,055	0.0965	$3,566	$214	$1,070	0.0965	$3,638	$218	$1,090
Freshman	0.0742	$2,702	$162	$810	0.0742	$2,742	$165	$825	0.0742	$2,797	$168	$840
Middle School	0.0668	$2,432			0.0668	$2,469			0.0668	$2,518		
TRACK												
Head Boys	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Head Girls	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Assistant	0.0689	$2,509	$151	$755	0.0689	$2,546	$153	$765	0.0689	$2,597	$156	$780
Middle School Boys	0.0477	$1,737			0.0477	$1,763			0.0477	$1,798		
Middle School Girls	0.0477	$1,737			0.0477	$1,763			0.0477	$1,798		
BASKETBALL, BOYS or GIRLS												
Head	0.1558	$5,673	$340	$1,700	0.1558	$5,758	$345	$1,725	0.1558	$5,873	$352	$1,760
Varsity Assistant	0.0965	$3,514	$211	$1,055	0.0965	$3,566	$214	$1,070	0.0965	$3,638	$218	$1,090
Freshman and/or Reserve	0.0742	$2,702	$162	$810	0.0742	$2,742	$165	$825	0.0742	$2,797	$168	$840
Middle School	0.0668	$2,432			0.0668	$2,469			0.0668	$2,518		
BASEBALL												
Head	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Varsity Assistant	0.0498	$1,813	$109	$545	0.0498	$1,840	$110	$550	0.0498	$1,877	$113	$565
Freshman and/or Reserve	0.0689	$2,509	$151	$755	0.0689	$2,546	$153	$765	0.0689	$2,597	$156	$780
GOLF												
Head Coach	0.0774	$2,818	$169	$845	0.0774	$2,860	$172	$860	0.0774	$2,918	$175	$875

	2025 - 2026				2026 - 2027				2027 - 2028			
Position	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**
	$36,411		**(at 6%)**	**(5 weeks)**	**$36,957**		**(at 6%)**	**(5 weeks)**	**$37,696**		**(at 6%)**	**(5 weeks)**
WRESTLING	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Varsity Assistant	0.0498	$1,813	$109	$545	0.0498	$1,840	$110	$550	0.0498	$1,877	$113	$565
Freshman and/or Reserve	0.0689	$2,509	$151	$755	0.0689	$2,546	$153	$765	0.0689	$2,597	$156	$780
Middle School	0.0477	$1,737			0.0477	$1,763			0.0477	$1,798		
CROSS COUNTRY												
Head Coach	0.0774	$2,818	$169	$845	0.0774	$2,860	$167	$835	0.0774	$2,918	$175	$875
Varsity Assistant	0.0339	$1,234	$74	$370	0.0339	$1,253	$73	$365	0.0339	$1,278	$77	$385
Middle School	0.0435	$1,584			0.0435	$1,608			0.0435	$1,640		
VOLLEYBALL												
Head	0.1325	$4,824	$289	$1,445	0.1325	$4,897	$294	$1,470	0.1325	$4,995	$300	$1,500
Varsity Assistant	0.0827	$3,011	$181	$905	0.0827	$3,056	$183	$915	0.0827	$3,117	$187	$935
Freshman and/or Reserve	0.0636	$2,316	$139	$695	0.0636	$2,350	$141	$705	0.0636	$2,397	$144	$720
Middle School	0.0572	$2,083			0.0572	$2,114			0.0572	$2,156		
SOFTBALL												
Head	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Varsity Assistant	0.0498	$1,813	$109	$545	0.0498	$1,840	$110	$550	0.0498	$1,877	$113	$565
Reserve	0.0689	$2,509	$151	$755	0.0689	$2,546	$153	$765	0.0689	$2,597	$156	$780
CHEERLEADING												
High School	0.1113	$4,053	$243	$1,215	0.1113	$4,113	$247	$1,235	0.1113	$4,196	$252	$1,260
Assistant High School	0.0498	$1,813			0.0498	$1,840			0.0498	$1,877		
Middle School	0.0477	$1,737			0.0477	$1,763			0.0477	$1,798		
BOWLING												
Head Coach	0.0562	$2,046	$123	$615	0.0562	$2,077	$125	$625	0.0562	$2,119	$127	$635
WEIGHT ROOM												
Fall Supervisor	0.01193	$434			0.01193	$441			0.01193	$450		

	2025 - 2026				2026 - 2027				2027 - 2028			
Position	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**	**% of the Base**	**Salary**	**Additional Weeks in Playoffs**	**Maximum Bonus**
	$36,411		**(at 6%)**	**(5 weeks)**	**$36,957**		**(at 6%)**	**(5 weeks)**	**$37,696**		**(at 6%)**	**(5 weeks)**
Winter Supervisor	0.01193	$434			0.01193	$441			0.01193	$450		
Spring Supervisor	0.01193	$434			0.01193	$441			0.01193	$450		
YOUTH COORDINATORS												
Fall	0.0254	$925			0.0254	$939			0.0254	$957		
Winter	0.0254	$925			0.0254	$939			0.0254	$957		
Spring	0.0254	$925			0.0254	$939			0.0254	$957		

Beginning with the 2021-2022 school year, a twenty percent (20%) supplemental salary bonus shall be granted to each individual who completes their fifth consecutive year as a coach of the same sport team listed in the negotiated contract or granted by the school board. Said bonus shall be twenty percent (20%) of the salary for the position completed during the fifth year.

Appendix B-2 Supplemental Salaries: Academic Positions

Supplemental Name	Base Contract Amount
Tier 1	
Freshman Class Advisor	$350
Book Club	$350
MS Yearbook	$350
Spelling Bee	$175
May Day	$350
Robotics	$350
Sixth Grade Camp Coord.	$350
MS Science Club	$350
HS Science Club	$350
History Club	$350
Spanish Club	$350
Junior Nationalist	$350
Indoor Track	$350
Tier 2	
Washington DC Trip Co-Coordinator	$1,000
Washington DC Trip Co-Coordinator	$1,000
Sophomore Class Advisor Prom Co-Director	$1,000
Junior Class Advisor Prom Co-Director	$1,000
Senior Class Advisor	$800
National Honor Society	$800
National Honor Society	$800
Varsity Athletic Club (Spirit Club)	$800
MS Spirit	$800
MS Student Council	$800
Art Club	$800
Tier 3	
Lunch Monitor	$1,000
Searchlight	$1,000
HS Yearbook	$2,787
Improv Director	$1,000
Improv Co-Director	$1,000
Fall Play Director	$700
Fall Play Co-Director	$700
Backstage Manager	$400

Spring Musical Director	$1,000
Supplemental Name	Base Contract Amount
Tier 3	
Spring Musical Co-Director	$1,000
Spring Musical: Music Supervisor	$1,000
Spring Musical: Choreographer	$1,000
MS Drama Club	$700
Audio Visual Director	$600
Audio Visual Assistant Director	$400
Marching Band Director	$2,400
Assistant Marching Band	$1,200
Assistant Marching Band	$1,200
Pep Band	$1,100
Pep Band	$1,100
Department Chair K	$1,000
Department Chair 1st	$1,000
Department Chair 2nd	$1,000
Department Chair 3rd	$1,000
Department Chair 4th	$1,000
Department Chair 5th	$1,000
Department Chair 6th	$1,000
Department Chair 7th	$1,000
Department Chair 8th	$1,000
Department Chair Math	$1,000
Department Chair Social Studies	$1,000
Department Chair ELA	$1,000
Department Chair Science	$1,000

Beginning with the 2021-22 school year, a twenty percent (20%) supplemental salary bonus shall be granted to each individual who completes their fifth consecutive year as an advisor, director, or supervisor of the same academic position listed in the negotiated agreement or granted by the school board. Said bonus shall be twenty percent (20%) of the position completed during the fifth year. Excluded from this list of academic activities for bonus purposes is “Friday/Saturday School”.

Additional stipends can be earned for certain board-approved field trips and activities. On average these earn $50 for weekday evenings and $150 for weekend / out of state trips. There will be a predetermined maximum for additional stipends that is written into the base contract for each supplemental when signed.

A committee to review and recommend changes to the academic supplemental salary schedule will meet annually to review the salary system and make a consensus recommendation for changes. The committee will consist of equal numbers of administration and faculty (certified) members.

Appendix C Grievance Procedure Form A

CARDINGTON-LINCOLN LOCAL SCHOOL DISTRICT
GRIEVANCE PROCEDURE FORM

FORM A - COMPLAINT BY THE AGGRIEVED

Please type or print

Aggrieved
Person _____

Date of Formal
Presentation _____

Home Address
of Aggrieved Person_____ Phone _____

School _____

Principal _____

Years in School System _____

Subject or Grade _____

Name of CLFA
Representative _____

STATEMENT OF GRIEVANCE:

_____

_____

_____

_____

ACTION REQUESTED:

_____

_____

_____

Appendix D Grievance Procedure Form B

CARDINGTON-LINCOLN LOCAL SCHOOL DISTRICT

FORM B - GRIEVANCE PROCEDURE

DECISION ON GRIEVANCE

(To be completed by Principal, Administrator, or Board President, or Grievance Committee Chairman at any level of the grievance procedure deemed appropriate.)

Aggrieved Person _____

School _____

Date of Formal Grievance Presentation _____

Discussion in Presence of:

_____Principal

_____Administrator

_____Board President

_____Grievance Committee Chairman

DECISION:

_____

_____

_____

_____

Date of Decision _____

_____
Signature of person rendering decision

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I do not accept the above decision and hereby request that the grievance be carried to the next step in the procedure.

_____
Date of Response

_____
Signature of Aggrieved

Appendix E Application – Teacher Emergency Security Program - Participation

NAME _____

DATE _____

APPLICATION FOR PARTICIPATION
IN THE
TEACHER EMERGENCY SECURITY PROGRAM

It is my desire to participate in the Teacher Emergency Security Program, also known as the "Sick Leave Bank," in accordance with the Negotiated Agreement. I understand that to be eligible to participate in the Teacher Emergency Security Program that I must contribute at least one (1) day of my accumulated sick leave to the Teacher Emergency Security Program.

I have read and understand all provisions of the Teacher Emergency Security Program article and I agree to abide by all provisions in their entirety.

I hereby authorize the treasurer of the Cardington-Lincoln Local School District to transfer _____ day(s) of my accumulated sick leave to the Teacher Emergency Security Program.

Signature _____
(Teacher)

Date _____

****

TREASURER'S AUTHORIZATION

As of this date, _____, a teacher in the Cardington-Lincoln Local School District has accrued a total of _____ sick leave days.

At the signed request of the aforementioned teacher, I have transferred _____ days of his/her accrued sick leave to the Teacher Emergency Security Program.

The total remaining accrued sick leave for the _____ school year is now _____ days.

Signature _____
(Treasurer)

Date _____

Appendix F Application – Teacher Emergency Security Program - Benefits

NAME _____

DATE _____

APPLICATION FOR BENEFITS
OF
TEACHER EMERGENCY SECURITY PROGRAM

I hereby request that the Emergency Security Program Committee authorize my use of up to 30 days of emergency sick leave from the Teacher Emergency Security Program.

I have read and understand all provisions of the Teacher Emergency Security Program article and I agree to abide by all provisions in their entirety.

Signature _____
(Teacher or Representative)

Date _____

****

RESPONSE OF EMERGENCY SECURITY PROGRAM COMMITTEE

After reviewing the information and documents relating to the extended illness of the applicant, the Emergency Security Program Committee has:

_____ Approved the use of Emergency Security Program days.*

_____ Denied the use of Emergency Security Program days.

*The Emergency Security Program Committee hereby authorizes _____ to use _____ days of the Emergency Security Program leave.

Appendix G Teacher Evaluation Form(s)

TEACHER EVALUATION FORM(S)

OTES FORMS FOR EVALUATION WILL BE ADDED DURING THE SCHOOL YEAR BY MUTUAL AGREEMENT BETWEEN THE BOARD AND THE ASSOCIATION.

Appendix H – Coaches Evaluation Form

COACHES EVALUATION FORM

Developed from National Standards for Sports Coaches-

Coach: **Sport:** **Season/Year**

Designations: 1- Not Achieved 2- Achieved with Challenges 3 - Achieved 4- Achieved with Excellence N/A - Not able to be observed

COACHING COMPETENCIES	Rating	Notes/observations
1. PHILOSOPHY and ETHICS: The coach establishes a coaching philosophy that focuses on the safety, development and well-being of the student-athlete.		
2. SAFETY and INJURY PREVENTION: The coach is properly trained in injury prevention, is able to recognize high-risk situations, as well as unsafe equipment facilities, and environmental conditions in order to ensure the safety of the students and make necessary modifications to the playing environment should unsafe conditions exist.		
3. PHYSICAL CONDITIONING: The coach is responsible for implementing research-based, developmentally appropriate drills and teaching techniques that support athlete development while maintaining safety. The coach encourages healthful decisions by the student to promote healthy lifestyles and low-risk training practices.		
4. GROWTH and DEVELOPMENT: The coach is knowledgeable about the age and skill level of his/her athletes. The coach is able to recognize the patterns of cognitive, motor, emotional and social development and can create effective learning environments that allow athletes to progress and improve at different rates.		
5. TEACHING and COMMUNICATION: The coach is able to plan and implement organized practices so that athletes have a positive learning experience. The coach is able to use a variety of systematic instructional techniques to provide a positive learning environment and maximize the potential of each student.		

6. SPORT SKILLS and TACTICS: The coach is able to develop skills of all team members into an efficient and successful group. The coach knows how to utilize athletes' abilities to maximize meaningful participation.		
7. ORGANIZATION and ADMINISTRATION: The coach provides information regarding the needs of the student, serves as a key communicator of program goals and policies, and facilitates compliance with established program, school and state association policies.		
8. EVALUATION: The coach is able to make accurate and timely decisions regarding all aspects of his/her program.		
SUMMARY and Recommendations		

Evaluator _____ Signature _____

Date _____

Coach _____ Signature _____

Date _____

Appendix I - Fair Share Fee

FAIR SHARE FEE

This article will become operative if the US Supreme Court decision Janus v. AFSME (2018) is overturned.

A. Payroll Deduction of Fair Share Fee

For any bargaining unit member(s) hired after September 1, 2010, the Board shall deduct from the pay of unit members who elect not to become or to remain members of the CLFA a fair share fee for the representation of such non-members each school year. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the CLFA's work in the realms of collective bargaining.)

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee (which shall not be more than 100% of the unified dues of the CLFA) shall be transmitted by the CLFA to the Board treasurer on or before September 15 of each year for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the CLFA.

C. Schedule of Fair Share Fee Deductions

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- sixty (60) days' employment in a unit position or
- January 15

D. Upon Termination of Membership During the Membership Year

The Board treasurer shall, upon notification from the CLFA that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

E. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

F. Procedure for Rebate

The CLFA represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each unit member who does not join the CLFA and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

G. Entitlement to Rebate

Non-members may apply to the OEA for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the OEA.

H. Indemnification of Board

The CLFA shall indemnify the Board for any costs associated with the Board's compliance with this Agreement. This shall include any litigation costs. The CLFA reserves the right to designate counsel to represent and defend the Board. However, this provision shall not prevent the Board from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the CLFA agrees that counsel it designates shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the CLFA impose such representation upon the Board as will create or foster a conflict of interests.

Memorandum of Understanding between the Cardington-Lincoln Board of Education and the Cardington-Lincoln Local Faculty Association Regarding Employee Insurance Benefits and Healthcare Reimbursement Account for Medical Insurance.

This MOU shall amend the current "Insurance" Article 22 G) of the agreement. The purpose is to agree to language changes within the health insurance benefits section to modify the method used by the district to reimburse employee claims through the HRS.

G. HRA and HSA Option

Effective January 1, the district will make available medical insurance and a Health Reimbursement Arrangement "HRA". The HRA shall become effective for the calendar year through December 31, 2016, and in subsequent years January 1 through December 31 for the duration of the contract.

The employee contribution to the deductible shall be **$1,500** ~~$750~~ per year for single coverage and **$3,000** ~~$1,500~~ per year for family coverage. ~~After the deductible, co-insurance will be applied on any remaining balance and shall be paid 80% by the plan and 20% by the employee. Once the deductible and co-insurance total $1,500, the employee has reached their maximum out of pocket ($1,500 for single, $3,000 for family).~~ **The district shall reimburse employees exceeding the $1,500 single, $3,000 family, up to the deductible limit of $4,000 single, and $8,000 family coverage.** The Plan then pays any remaining balance at 100%. These deductible and maximum amounts are correct for in-network only.

Co-pays do accumulate within the plan, but do not count towards the medical deductible or maximum out of pocket of the HRA. Once the maximum out of pocket is reached, the co-pays are limited to $1,000 for single and $2,000 for family each year, and then paid by the plan at 100%.

The employer shall provide an HSA Option to each bargaining unit member and his or her eligible dependents with a ~~$2500.00/$5000.00 with~~ deductible **and** max out of pocket **limits of $2,700/$5,400. These minimum amounts are set by the IRA each year.** ~~$2500.00/$5000.00~~ Prescriptions same as medical.

Whenever an employee decides to switch to HSA, they will receive two years of "seed money" of $1,250.00/$2,000.00. Once in the HSA, the employee cannot elect any other type of coverage.

FOR THE DISTRICT	FOR THE FACULTY ASSOCIATION
_____	_____
C. Brian Petrie	Shannon Byerly
Superintendent, Cardington-Lincoln Local Schools	President, C-L Faculty Association

Date: _____

NOTES