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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION

AND

CHESAPEAKE LOCAL TEACHERS ASSOCIATION, OEA/NEA

August 1, 2011 through July 31, 2012

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ARTICLE 1: RECOGNITION

A. The Chesapeake Union Exempted Village Board of Education, hereinafter referred to as the "Board", recognizes the Chesapeake Local Teachers Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for the bargaining unit as defined in paragraph B.

B. The Association shall be recognized as the exclusive representative of all full-time and part-time certificated personnel including but not limited to classroom teachers, guidance counselors, speech therapists, librarians, school nurse, and coordinators.

Hereinafter, employee(s) in the defined unit will be referred to as bargaining unit member(s).

C. Excluded from the bargaining unit shall be all other employees of the Chesapeake Union Exempted Village Schools, including Superintendent, Assistant Superintendent, Principals, Assistant Principals, Supervisor, Transportation Director, Psychologist, School Nurse, and all other employees who are non-certified supervisory or confidential as defined by ORC 4117.01.

D. Full-time and Part-time Certificated Personnel.

1. "Full-time" certificated personnel shall be those who work the full-time schedule of hours as defined in this agreement in Article 14 for a minimum of one hundred and twenty (120) workdays or more in a work year. This shall not include any hours worked as substitute teachers.

2. "Part-time" certificated personnel shall be those who regularly work less than the full schedule of hours as defined in this agreement in Article 14 and/or less than the minimal standard of one hundred and twenty (120) work days.

ARTICLE 2: ASSOCIATION RIGHTS

A. The Association shall be provided with all agendas, minutes and other public information made available to Board members no later than the time of distribution to Board members. The Association President or his/her designee will be informed of any agenda changes.

B. The Association shall have the right to participate in the initial orientation meetings for new professional staff members.

C. The Treasurer of the Board shall, upon request of the President of the Association, provide a copy of each of the following documents approved by the Board and/or Treasurer. There shall be no charge for the documents when requested for collective bargaining/negotiations. At other times the Board will charge $0.50 per page for the documents. Documents shall include:

1. Amended Certificates of Estimated Resources;

2. Each year's Temporary and Permanent Appropriations Resolutions;

3. The names and assignment of staff members;

4. Monthly Financial Statement of Receipts and Expenditures;

5. Each Month's Cash Position Report.

D. To facilitate communication with the bargaining unit members, the Association shall have the opportunity to use one specifically-designated bulletin board or posting area per school building, providing such does not interfere with instructional use and providing such is not within easy access to students, parents, or community members using the school facility.

E. To facilitate communication with bargaining unit members, the Association shall have the opportunity to use the internal school and/or district mail/courier system providing such does not incur any financial expense to the Board of Education, and shall not interfere with teaching time or other assigned duties of bargaining unit members. The Association shall have the opportunity to use teacher mailboxes to disseminate routine information to its members.

F. The President of the Association and/or designee and/or the Consultant of the Association shall have the right to visit schools. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall secure from the Principal or in his/her absence, the acting building administrator, permission to make the visit.

Such permission will not be denied but may be delayed only if the visit at the time desire will interfere with normal teaching duties of the professional staff member to be contacted. Upon arrival at the building, the President of the Association shall notify the building Principal of his/her presence. Visits that are made to discuss with the Principal special problems of professional staff members must be arranged in advance with the Principal or in the Principal's absence, the acting building administrator.

G. The Association shall be granted use of school facilities at no cost for regular business meetings, not to interfere with regularly scheduled school activities.

H. The Association president or his/her designee may request to be recognized by the Superintendent to address the Board for a specific period of time at the general public place on the agenda. The Association shall have a specific place on the agenda for any Board meeting upon the written request of the Association President to the Superintendent. The request must be made at least four (4) business days prior to the scheduled meeting to enable the Superintendent to comply with the Board policy on distribution of agendas.

I. The Association shall be permitted reasonable use of school telephones, typewriters, word processors, ditto machines, mimeograph machines, copiers, and audiovisual equipment, provided they are not being used or are not required for any school business or activity. Permission shall be obtained from the appropriate Building Administrator and the Association shall pay for consumable and/or special materials used.

J. The Association acknowledges that it has an ongoing responsibility to explain and discuss the terms of the Agreement with all members of the bargaining unit.

ARTICLE 3: MANAGEMENT RIGHTS

A. Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner, which is not inconsistent with this Agreement. The sole exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in the Ohio Revised Code Section 4117.08(C), Numbers 1-9.

ARTICLE 4: NEGOTIATIONS PROCEDURE AND IMPASSE

The Chesapeake Union Exempted Village Board of Education and the Union hereby agree that the following conditions shall apply during negotiations for a collective bargaining agreement except when otherwise agreed upon.

A. Negotiations shall be conducted at the Chesapeake High School unless the parties mutually agree to some other location. Negotiations shall be held at dates and times mutually agreed upon. The date, time, and place for

subsequent negotiation sessions shall be established before the adjournment of each concluded bargaining session. Both parties shall endeavor in good faith to meet on such agreed upon date, but it is recognized that from time to time, it may be necessary to postpone a meeting due to pressing or unforeseen obligations.

B. All negotiations shall be closed to the public, press and persons other than the members of the negotiating committee or consultants they may use. The negotiations shall, in accordance with 4117.21, be private or confidential and not subject to ORC 121.22.

C. Members of the respective negotiating teams shall be limited to seven (7) members and two (2) alternates.

D. Each party will designate a “chief negotiator” prior to the start of the negotiations. Both parties will direct all questions and comments to the designated chief negotiator. This paragraph is not intended to limit the free flow of discussion. Either chief spokesperson may call on their other team members for input or explanation.

E. The parties agree that collective bargaining should be conducted at the bargaining table between the representatives of the parties. To this end, it is the intent of the parties that there shall be no communications between the Union (including its negotiating team, membership and the bargaining unit it represents) and the Chesapeake Union Exempted Village Board of Education (including its negotiating team, administrators and school board members) regarding collective bargaining matters or issues except across the bargaining table. This shall not be construed to deny the Union and its representatives the right to address the Board in public session to the extent permitted by current Board policies and rules with respect to matters pertaining to the Board budget or to the operation and policies of Chesapeake Union Exempted Village School District which are not at issue in negotiations, and this shall not be construed to prohibit meetings between the bargaining unit members and the Superintendent regarding same.

F. The first meeting after the Board has presented its non-economic (or economic) counterproposals shall be the deadline for either party to propose additional non-economic (or economic) issues for negotiations. Thereafter, unless the parties mutually agree otherwise no additional non-economic (or economic) items shall be submitted for negotiations by either party.

G. The parties shall negotiate and attempt to resolve all or substantially all procedural and substantive contract language matters before the parties

commence negotiations on the economic aspects of the collective bargaining agreement. Economic proposals shall be defined as: wages, overtime, and dollar amount or level of fringe benefits having a measurable economic cost, such as holidays, vacations, days off, leaves of absence, group hospitalization and/or insurance benefits. Language concerning such items shall be negotiated as part of the non-economic issues.

H. Audio or video recording or transmitting devices, equipment or cameras of any kind shall not be utilized in the negotiating room while negotiations are in progress. There shall be no stenographic or mechanically recorded transcripts of bargaining sessions. Each party may take notes of the bargaining sessions.

I. Any written or oral press releases or statement to the press or public regarding the substance of negotiations shall be done through mutually agreed-to releases or statements. This restriction shall not apply after fact-finding has been properly completed. If there is an unauthorized press leak, both Chief Negotiators shall meet and attempt to resolve the matter. In the absence of such a resolution, either party may respond to the leak after advising the other party of their intended statements to the press. The Association reserves the right to communicate with its members.

J. The negotiation teams for each side have authority to reach tentative agreement on proposals submitted for negotiations.

K. All tentative agreements shall be reduced to writing, initialed, and dated by the chief negotiator for each side at the meeting at which tentative agreement is reached and an initialed copy shall be provided to each bargaining team. Only proposals that have been initialed shall be presented to the bargaining unit members or to the Board as being agreed upon. Initialed provisions are subject to change by the parties only by mutual agreement.

L. All tentative agreements on given items are contingent upon overall agreement being reached by the parties. No tentative agreement on any item shall be considered effective or binding on either party until an overall agreement is reached and ratified by both parties.

M. Each side reserves the right to caucus at any time during negotiations. Caucuses shall be limited to 30 minutes unless agreed otherwise.

N. Proposals and offers of compromise made in side bar discussions shall not be admissible in any interest arbitration proceeding.

O. When tentative agreement is reached on all issues, it will be submitted to the Union membership for ratification. All members of the Union's bargaining team will use their best efforts to secure ratification. Following ratification by the Union, the tentative agreement will then be submitted to the Board for ratification. All members of the Board's bargaining team will use their best efforts to secure ratification.

P. Should either party fail to ratify the entire Agreement, then only those issues previously the subjects of bargaining between the parties shall be subject to further negotiations. Negotiations will be resumed at a mutually agreeable time.

Q. There shall be no smoking during negotiations.

R. Ninety (90) days prior to the expiration of this Agreement in any year in which negotiations are scheduled to occur, either party may notify the other in writing of a desire to commence bargaining. The parties shall mutually schedule its first negotiations session immediately following such written notice. The first meeting shall be for the parties to exchange packages.

S. If during the life of this Agreement, in-term bargaining is required as a provision of this Agreement; ordered by SERB as the result of a violation of a provision of this Agreement; ordered by a court of competent jurisdiction as the result of a violation of this Agreement; or by mutual consent of both parties, said bargaining procedures shall be in keeping with the procedures set forth in this Article.

T. Negotiations time shall not be considered as time worked for any member of the Union bargaining team.

U. This impasse procedure shall supersede and replace the impasse procedures set forth under Ohio Revised Code 4117.14.

The parties pledge to negotiate in good faith and in the event of failure to achieve a settlement, to utilize in good faith mediatory facilities of the Federal Mediation and Conciliation Service (FMCS).

1. Either party may declare impasse; once impasse is declared, FMCS shall be contacted for the assignment of a mediator.

2. The parties will mediate in good faith for a period of time not to exceed thirty (30) days. This time limit can only be extended by mutual agreement of the parties reduced to writing.

3. If at the end of the mediation period a voluntary settlement has not been achieved, the Board will make a final offer to the Association. The Association will cause a vote of its membership on this final offer.

4. If the Association rejects the Board's final offer, the Association may chose to return to the negotiations table, or give the Board a ten (10) day strike notice in accordance with Ohio Revised Code 4117 procedures.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall mean a complaint, in writing, that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievance on an employee evaluation shall be based on whether management properly applied the evaluation procedure, not the content of the evaluation.

2. "Days" as used in this procedure shall be workdays exclusive of negotiated or federally recognized holidays.

3. The aggrieved or grievant shall mean an employee or Association member, a group of Association members or the Association acting on behalf of itself.

4. The "party of interest" is the party or parties with whom the aggrieved has a grievance.

5. Representation of the aggrieved may be by any approved agent(s) of the Association.

B. Statement of Basic Principles of Operation

1. Good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions to problems in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure equitable solutions to problems at the lowest administrative level. The grievance proceeding shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. The Association will designate one or more representatives for processing grievances. The name of the Association representative will be given to the Superintendent within one (1) week after such designation.

3. The President of the Association shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on the appropriate forms setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest, to the President of the Association and the administrator involved.

4. The aggrieved shall be present at any grievance hearing. When the presence of the aggrieved at a grievance hearing is requested only illness or any other incapacity of the aggrieved shall be grounds for any necessary extension of the grievance procedure time limits.

5. The number of days indicated at each step shall be considered maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

6. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

7. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, and which, if left unresolved until the beginning of the following school year, could result in irreparable harm to those involved in the grievance, the time limit set forth herein shall be reduced so that the grievance procedure may be concluded prior to the end of the school year.

8. Any grievance not appealed in a timely fashion stands resolved on the basis of the Administration's response at that Step. Any grievance not answered by the Administration in a timely fashion is automatically appealed to the next step of the procedure.

9. Nothing in this contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice or record. The Administration may settle any grievance prior to the next step without establishing precedence.

C. Procedure

1. Level One

A grievance lodged with a principal or the appropriate administrator must be within ten (10) working days after the grievant could reasonably be assumed to have known of the event or action giving rise to the alleged grievance. Continuing grievances shall be recognized. The grievance conference shall occur within five (5) working days after the grievance is filed. The grievant shall be accompanied by the local Representative and/or any other OEA/NEA agent.

2. Level Two

In the event a grievance has not been satisfactorily resolved at Level One, the Association may file, within five (5) working days of the Principal's or of the appropriate administrator's written decision at Level One, a copy of the grievance with the Superintendent. Within five (5) working days after such written grievance is filed, the grievant, the Association Representative and the Principal, Superintendent and/or his designee shall meet to attempt to resolve the grievance. The Superintendent or his designee shall file his decision within five (5) working days of the Level Two filing and communicate it to the grievant and the Association.

3. Level Three

If the aggrieved is not satisfied with the disposition at Level Two of the grievance procedure, he/she/they may initiate Level Three of this procedure. The Association and the aggrieved may refer the grievance to an arbitrator by giving written notice to the Superintendent and/or the Board of its desire to do so. The parties shall file a joint request for a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS) within five (5) working days of the appeal to arbitration. The cost of the list or obtaining the panel shall be split by the parties. The arbitrator shall be chosen from a list provided by the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS) within thirty (30) days of the receipt of the FMCS list of arbitrators. Either party may reject one (1) list by notifying the other party prior to striking names. The party requesting the new list shall be responsible for the cost. Selection and hearing shall be in accordance with the voluntary rules and regulations of the FMCS or AMS. The arbitrator shall hold the necessary hearing promptly and issue the

decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to each party present at the hearing. The decision of the arbitrator shall be binding on both the Board and the Association.

D. The Arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no power or authority to make any decision:

1. To determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the final decision; or

2. In any way interfere with management perogatives involving Board discretion; or

3. Limit or interfere in any way with the powers, duties and rules and regulations having the force and effect of law; or

4. Add to, subtract from, modify, change or amend the terms and provisions of this Agreement, or any written agreements between the parties.

E. The cost for arbitration, including the travel expenses, hearing room, etc., shall be paid by the losing party. The arbitration costs incurred by each party to the arbitration shall be paid by that party. In a case where there is no clear losing party, the arbitrator has the right and duty to apportion the costs to each party as that arbitration case dictates.

F. If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Board's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source.

G. The Arbitrator shall issue the decision on the grievance within sixty (60) calendar days from the close of the hearing.

ARTICLE 6: SEVERABILITY PROVISIONS

A. In the event there is a conflict between a provision of this Agreement with the federal or state law, or valid rule or regulation adopted by a federal or state agency as determined by a court of competent jurisdiction, the federal or state law or valid rule or regulation adopted by a federal or state agency shall prevail

as to that provision. All other provisions of this Agreement which are not in conflict with a federal or state law or valid rule or regulation adopted by a federal or state agency, thereto, shall continue in full force and effect in accordance with their terms. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

B. If during the term of this Agreement there is a change in a federal or state law or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 7: PAYROLL DEDUCTIONS

A. Bargaining unit members may sign up for the payroll deductions listed below in paragraph C at the times established by the Board Treasurer. The bargaining unit member will deliver to the Board Treasurer a signed authorization on the form prescribed by the Treasurer to initiate said deductions.

B. The Treasurer shall establish two (2), thirty (30) day periods per year in September and February for the changing of payroll deductions for federal, state or local taxes. The insurance carriers for health, life, dental and vision insurance will establish any prohibitions or stipulations in the sign up procedures for the various insurance or annuities.

C. Deductions can be made for the following:

1. Insurance;

2. Insurance Annuities;

   a. All bargaining unit members who participate in annuities deductions agree to hold the Chesapeake Board of Education harmless for any IRS tax penalties imposed due to the bargaining unit member's failure to pay or have withheld the appropriate tax from their pay.

   b. Upon formal notice from the Internal Revenue Service (IRS) that an employee has failed to have the appropriate tax withheld as it relates to the employee's tax liability on annuities, the Board of Education will withhold from each bargaining unit member's salary

the penalty amount of taxes for failure to adequately deduct their taxes, and transmit the said amount to the IRS.

3. Christmas Club;

4. Credit Union;

5. Professional Associations.

6. IRS 125 Plan.

D. The Board will continue its present practice of deducting taxes for out of state residents and forwarding same to the appropriate state authority. This applies only to West Virginia, Kentucky, and Ohio.

E. The Treasurer of the Board of Education shall make available to members of the bargaining unit direct deposit of their paychecks through the financial institution of the bargaining unit member's choice.

1. Direct deposit of payroll checks shall be mandatory.

2. Enrollment period or changes of designed depository can be made quarterly beginning September 1.

ARTICLE 8: PERSONNEL FILES

A. A personnel file of each member of the bargaining unit may be maintained by the Principal of the location in which that member teaches. This file shall include but not be limited to copies of complaints against that bargaining unit member, all material kept by the Principal for use in preparing evaluations of that member, and related supervisory materials. The Principal shall forward copies of all official evaluations, complaints and disciplinary records and any other materials used in employment decisions for inclusion in the permanent personnel file maintained in the Board's administrative offices, not later than thirty (30) working days after the event or action giving rise to the document. This file shall contain but not be limited to payroll records, official transcripts, copies of evaluations, certification information, job applications, copies of conference reports, record of employment, and other necessary administrative materials, and also material forwarded from the Principal's personnel file on that member. Copies of the contracts of employment shall be available upon request.

B. Any personnel action including discipline of a bargaining unit member shall be under normal circumstances based upon material contained or reflected in the permanent personnel file in the Board office, if it is an action or discipline that is cumulative in nature.

1. These files shall be considered confidential files. A copy of all materials placed in the permanent personnel file shall be sent to the member upon placement.

2. The date and name of the person placing material in the permanent personnel file shall be included in the document.

C. Individual bargaining unit members shall have access to their personnel files upon request to the Principal or to the Superintendent at a time that is mutually convenient, but not less than three (3) working days and does not interfere with the bargaining unit member's regularly assigned duties. The bargaining unit member may be accompanied by another individual of his/her choice.

D. Those authorized to use files of members shall be limited to the Superintendent, members of the Board of Education, Treasurer of the Board, Principals or Supervisors directly responsible in directing the bargaining unit member, or the secretaries or assistants of the above authorized individuals.

1. If anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified and shall have the right to be present at the viewing of his/her file so long as the member exercises his/her right within forty-eight (48) hours of notification being sent to the member, except in response to process of law. The Administration will use the above notification process except in an emergency situation, rare or unexpected occasion that is not an everyday event. The Board of Education will comply with 149.43 of the Ohio Revised Code.

E. Bargaining unit members may challenge the timeliness, relevancy, accuracy or completeness of an item in their personnel file in accordance with the provisions of Section 1347.09 ORC

F. No anonymous materials may be placed in a member's personnel file. The name of the person making the entry and author of the complaint shall be included.

G. The bargaining unit member shall have the right to read all information that is to be placed in the file prior to the actual placement and shall indicate that the material has been viewed by placing his/her signature and date on the material.

The signing of the material does not indicate agreement with the document, but merely notice that the document is being placed in the file; furthermore, the employee shall have the right to respond, in writing, to any material that is placed in the file. Said response shall be attached to and shall become a part of the document that is to be placed in the file. The response shall be included should disbursal of the original document be made by the school district, unless the request is made under Ohio Revised Code 149.43 and the requesting party does not want the response.

ARTICLE 9: PAY PERIODS

A. Bargaining unit members shall receive payment in twenty-four (24) equal installments over a twelve (12) month period in a fiscal year. Pays will be the 15th and 30th of the month, except in February which will be the last day of the month, except in cases of emergency.

B. Bargaining unit members on extra curricular contracts may be paid in twenty-four (24) equal installments over a twelve month period in a fiscal year, or in one (1) lump sum at the completion of the extra curricular contract with approval of the Superintendent with twenty (20) days notice to the Board Treasurer. The bargaining unit member on such extra curricular contract must file with the Board Treasurer the proper paperwork at the beginning of the school year.

C. In the event the scheduled pay day falls on a day that is not a scheduled work day, bargaining unit members will be paid on an earlier day when such earlier payday is feasible.

ARTICLE 10: TRAVEL REIMBURSEMENT

A. Bargaining unit members whose assignment necessitates travel shall, if they use their own automobiles or if approved by the appropriate administrator or Supervisor, be reimbursed at thirty-one cents ($0.31) per mile. To be reimbursed, members shall submit the approved form to the Superintendent at the end of each semester to be paid in the first two (2) weeks of the next month. Earlier payment may be made upon a request approved by the Superintendent.

B. Mileage of traveling teachers shall be calculated from the first school of assignment for the day to the final school of assignment for the day.

C. For a bargaining unit member to receive reimbursement for travel expenses they shall provide proof of insurance and proof of a valid driver's license.

ARTICLE 11: SCHOOL PROCEDURES

A. The School Administration shall, at the beginning of the school year, provide the professional staff members with copies of that school's written procedures of operation.

B. Professional staff members are encouraged to attend school functions per school year at the school at which they attend. Attendance at functions at the teacher's school demonstrates to the community and students a total commitment to the total students, both in and out of the classroom.

ARTICLE 12: SEVERANCE PAY

A. Upon retirement, a bargaining unit member who has worked for ten (10) or more years in the Chesapeake Union Exempted Village School District and who has provided written notification of State Teachers Retirement System (STRS) retirement eligibility to the Treasurer, shall be paid in the amount of one-fourth (1/4) of his/her accrued but unused sick leave credit not to exceed sixty-three (63) days effective in 2001-2002 year.

B. Payment will be made at the bargaining unit member's daily rate of pay at his/her current salary schedule in the District.

C. Payment will be made not later than thirty (30) days after retirement unless the member requests that payment be deferred until January 1 of the following year, but such payment will not be made later than the first pay of the following year.

D. Any payment will be made only after the member becomes a retiree of the State Teachers Retirement System. Once such payment has been received, all unused accumulated sick leave is surrendered and forfeited. Such payment shall be made only once to a bargaining unit member.

E. In case of the death of a bargaining unit member before retirement, any accrued severance pay will be paid to the estate of said member.

F. Retirement for the purpose of this Agreement is defined as being that point at which a certificated professional employee has applied for and received a notice of his/her effective date of retirement from the State Teachers Retirement System or the State Employees Retirement System.

ARTICLE 13: STRS PICK-UP

A. The Board shall pick-up contributions to the State Teachers Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and condition:

1. The amount to be "picked-up" on behalf of each employee shall be state mandated share of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to the amount "picked-up" by the Board for the purpose of City, State, and Federal Tax.

2. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

3. Payment for sick leave, personal leave, severance, supplemental, etc. including unemployment and worker's compensation, shall be based on the employee's gross or daily gross pay prior to the reduction as basis (i.e., gross pay divided by the number of days in a teacher's contract).

B. The parties agree that should the rules and regulations of the IRS or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.

ARTICLE 14: LENGTH OF SCHOOL DAY

A. The length of the normal school day for members of the bargaining unit shall be from seven and one-fourth (7 ¼) hours.

B. Each member of the bargaining unit shall have thirty (30) minutes uninterrupted duty-free lunch which shall be a part of the school day.

ARTICLE 15: SCHOOL YEAR

A. The length of the school year for members of the certified staff who are eligible for membership in the bargaining unit shall be one hundred eighty-two (182) days. The one hundred eighty-two (182) days shall be at the discretion of the Board. Included in the one hundred eighty-two (182) days shall be:

1. Two (2) days for Parent-Teacher Conferences; and

2. Two (2) days for in-service.

B. All teachers new to the Chesapeake Exempted Village School District may be required to attend a one (1) day orientation session at the discretion of the Superintendent.

ARTICLE 16: COMPLAINTS AGAINST MEMBERS OF THE BARGAINING UNIT

A. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conference at the school level. Whenever a complaint, whether orally or written, is made by a student, parent of a student, or any member of the public concerning a teacher's professional conduct, service or character, the teacher shall be immediately made aware of the complaint. The teacher shall meet with the principal concerning any complaint prior to meeting with the complainant(s). The teacher, complaintant(s) and the principal shall attempt to resolve the complaint(s). If such conferences do not lead to understanding and resolution of problems involved, a parent may pursue further action only by submitting a complaint against a teacher, which must be submitted in writing and signed by the complainant, to the principal of the school. The principal shall immediately give a copy to the teacher. Likewise, the teacher may request, in writing, to the principal, that such complaint must be in writing or the matter shall be considered closed.

B. Further action concerning the complaint shall be initiated by the following procedure:

1. If requested by the complainant or the teacher, a meeting involving the teacher, the principal, and the complainant will be arranged at a mutually convenient time to discuss the complaint.

2. If it is not resolved at that level, it may be appealed to the Superintendent.

3. If it is still unresolved, it may be appealed to the Board.

C. In each of the steps above, a teacher may request and be accompanied by Association counsel and/or Association representative. Any conference regarding such complaints shall be private.

D. A bargaining unit member's confidential personnel file shall not be open to the public, news media, or their agents, except as required by ORC 149.43. If

anyone other than authorized school personnel or Board members request to see a bargaining unit member's personnel file, the member shall be notified in compliance with Article 8-Personnel Files of this Agreement. The bargaining unit member and/or Association Representative shall have the right to be present at the viewing of his/her file.

ARTICLE 17: STUDENT DISCIPLINE

A. The Board, the Administration and the Association recognize their shared responsibility toward the students to provide a school environment, which is well organized, effectively managed, and properly disciplined. This can best be accomplished if the administrators, principals, teachers, counselors and others in charge of the students prepare a plan which will result in the proper control of the students, and which will ultimately result in ensuring the optimum learning situation.

B. The Board, the Administration and the Association also recognize that, although the Principal of the school is ultimately responsible for the discipline and proper control of the students throughout his/her school, it is generally conceded that the discipline of the student in and about the classroom is the duty of the teacher. No Principal, no matter how effective, can repeatedly assume the teacher's classroom disciplinary role. The Principal, on occasion, may aid and assist the teacher, but the Principal cannot replace the teacher and assume the teacher's inherent obligations. It therefore becomes the responsibility of the classroom teacher to so control his/her students that the health and safety of the students can be assured and that the classroom is a proper setting for the best possible learning situation.

C. The Board and the Administration also recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

D. The Board shall promulgate rules and regulations setting forth the procedures to be utilized in disciplining, suspending, or expelling students for misbehavior. Such rules and regulations shall be distributed to the students, teachers and parents at the commencement of each school year. Any additional policies made or passed, either district-wide or by the building, will be distributed. The Board shall solicit the advice of the teachers in this area through the Education Climate Committee.

E. The parties recognize the need for a consistent policy of discipline in the schools founded on an approach to discipline as a positive measure. This approach shall

focus on discipline as a way to train the students and enable the students to develop self-control, and a way for the teacher to work to change inappropriate behavior through intervention strategies.

F. Discipline, including corporal punishment, is to be administered with Board policy and with relevant Ohio law. It is the goal of the parties to minimize corporal punishment as a method of discipline in the Chesapeake Union Exempted Village Schools, and it is to be utilized only as a last resort.

G. The permanent removal of a student from a classroom is an extreme measure, and is only to be undertaken in accordance with Board policy on Expulsion, Suspension and Emergency Removal.

1. Except in cases of emergency removal, when the teacher requests that the student be removed through the suspension or expulsion procedures, before a student is removed from a classroom, at least two (2) prior intervention strategies should have been attempted, and the reasons for removal, including an outline of the problem, and description of the intervention strategies, should be prepared by the teacher initiating or requesting the removal.

H. It is the obligation of the Principal of each school to meet with the teachers at his/her facility, to review and discuss this Article and the Board policies on discipline, and to make every effort to ensure that discipline is appropriately and consistently maintained in his/her facility.

I. Any case of assault by a student or any other person upon a bargaining unit member during the performance of a bargaining unit member's duties shall be promptly reported to the building Principal and the report forwarded to the Superintendent.

J. Within 10 working days from the start of the school year, bargaining unit members shall be notified, as permitted by law, of students with existing medical conditions that might result in an emergency situation. Medical conditions can be physical or psychological in nature. This will be done to insure the safety of all students and bargaining unit members in the event of a medical emergency. Paragraph J is not grievable.

ARTICLE 18: EDUCATIONAL CLIMATE COMMITTEE

A. The parties to this Agreement recognize that, in the schools of contemporary America, cooperation away from the bargaining table is necessary to be

successful in improving the education climate of our schools, and to further the parties' joint goals of productivity and satisfaction in education. Therefore, the Board, the Administration and the Association agree to establish a joint advisory committee, the Educational Climate Committee.

B. There shall be established in each building a school Educational Climate Committee.

1. The committee shall meet every month either by a regularly set schedule or by the call of a majority of the members. The first meeting of the Educational Climate Committee shall be no later than the fourth week of September. The building administrator shall call the meetings.

2. The function of the committee shall be to discuss building level concerns and problems and to resolve them as quickly and cooperatively as possible. Any unresolved issues may be taken to the District Educational Climate Committee.

3. The assigned building administrator shall be in attendance at all the Educational Climate Committee meetings or designate an appropriate administrator to cover the meeting should he/she be unable to attend.

4. There shall be no discussion of grievances, bargaining issues, unfair labor practice charges, or any other related topic of similar nature. All issues submitted for consideration at the building level must be signed by the individual/parties.

5. The building administrator shall act as chairperson and appoint faculty membership.

6. The elementary school, middle school and high school shall structure their committees to guarantee equal representation for each grade level, special areas, and/or departments as necessary. There shall also be an Association representative in addition to the building administrator.

7. In any event the Educational Climate Committee at each school shall not exceed seven members.

C. The District Educational Climate Committee shall be composed of one teacher from each school building, all appointed by the Association, along with the Association president, and principals of each building, and will be chaired by the Superintendent. Association members shall be selected by September 1.

1. The issues presented before the District Educational Climate Committee shall reflect the opinions of the majority of the teachers in a particular, not the concerns of individuals, so as to reflect the true feelings of the faculty of a building. All issues shall be discussed at the building level with the principal before being presented to the district committee.

2. The District committee will meet quarterly, in the months of September, December, March and May. The Superintendent shall establish the time and location of the September meeting. Subsequent meeting times and locations shall be established at this first meeting.

3. The various building representatives shall present an overview of the building Educational Climate Committee meetings and highlight any areas that are either currently being addressed or have not been resolved.

4. In the event an issue comes to impasse, the final decision will rest with the Superintendent and Board of Education. It is understood that every effort will be made to settle all issues at the building level.

ARTICLE 19: EMERGENCY CLOSING OF THE SCHOOLS

A. Should it be determined by the Superintendent that school cannot be opened for students, bargaining unit members shall not be required to report for work.

B. The Administration shall make every effort to notify the bargaining unit members of school closing by 6:15 a.m. This notification shall be made through the radio stations identified in the faculty handbook and by the telephone tree systems established in each school building.

C. All bargaining unit members shall receive their normal compensation for days that the school district is closed due to such emergencies, provided that this does not exceed the state-mandated five (5) calamity days. In the event that school is closed in excess of five (5) calamity days, bargaining unit members regular pay will not be affected. The Administration and the Association will mutually agree to a make up day schedule in compliance with State law.

ARTICLE 20: TEACHING ENVIRONMENT

A. Bargaining unit members shall not be required or expected to provide personal property or to purchase instrumental supplies or equipment for school use.

B. The Board agrees that there shall be no unnecessary interruptions of an instructor. Building principals or administrators will attempt to limit classroom interruptions made by announcements.

C. The Board and the Administration desire to do everything in their power to provide the most conducive atmosphere for teaching and learning. In keeping with this goal, the Board will make every attempt, within the financial limitation of the school district, to allocate sufficient funds, to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable teachers to fulfill their teaching responsibilities in an adequate and professional manner.

D. A bargaining unit member shall have the right to use available equipment and supplies to aid in the preparation of instructional materials in accordance with Administrative policies.

E. All bargaining unit members shall share equally in assigned duties in each building where they are assigned to teach. Lunch, or lunchroom duty, hall duty, bus duty, playground duty, and detention duty shall be assigned to all teachers on an equal basis.

ARTICLE 21: PREPARATION AND CONFERENCE TIME

A. The terms “preparation and conference time” shall mean work time during the school day, exclusive of the professional staff member’s daily duty-free lunch period. This time shall be used by the professional staff member for teacher and classroom duties.

B. The elementary professional staff member (K-8) shall be provided with two hundred twenty-five (225) minutes per week for preparation and conference time as defined in “A” above, which will include three (3) periods of at least thirty (30) minutes duration.

C. The secondary professional staff members (9-12) shall be provided with a daily preparation period as defined in ”A“ above. Such preparation periods shall be the same length as a regular class period, but not less than forty-five (45) minutes in length in a normal school week.

D. A normal school week is defined as five (5) days (Monday through Friday).

ARTICLE 22: PARENT TEACHER CONFERENCE TIME

A. A minimum of two (2) days per school year shall be scheduled for the purpose of parent-teacher conferences.

B. The set structure and use of such days in each building shall be set by the Administration.

C. Such days are to be credited as school days in the school calendar as approved by the Chesapeake Union Exempted Village Board of Education.

ARTICLE 23: LEAVES

A. Sick Leave

1. Each full-time bargaining unit member shall be entitled to fifteen (15) days sick leave with pay for each year under contract, which shall be credited at the rate of one and one-fourth (1 ¼) days per month. All part-time bargaining unit members shall earn sick leave for the time actually worked at the same rate as that granted full-time bargaining unit members. Unused sick leave shall be accumulated to a maximum of 330 days in the 2008-2009 school year, 345 days in the 2009-2010 school year, and 360 days in the 2010-2011 school year.

2. A new employee with accumulated sick leave from another Ohio public agency shall have placed to his/her credit, upon written application and proof of such to the Treasurer, all sick leave accumulated with a previous public employer.

3. A bargaining unit member who has not yet accumulated or who has exhausted his/her accumulation of necessary sick leave, shall be advanced up to a maximum of five (5) days sick leave, with the advanced days to be removed from such teacher's later accumulated number of sick days. If the bargaining unit member leaves the district before accumulating sufficient sick leave to cover the advanced sick leave day(s), such day(s) will be deducted from the bargaining unit member's last pay.

4. Sick leave days may be used to cover absences for personal illness, pregnancy, adoption of a newborn son or daughter, injury, exposure to contagious disease which could be communicated to others and for absence due to illness, injury or death in the bargaining unit member's

immediate family or medical appointments for the bargaining unit member or his/her child.

5. For purposes of this Article, the immediate family of a bargaining unit member is defined to mean: father, mother, spouse, brother, sister, son, daughter, step-child, step-father, step-mother, father-in-law, mother-in-law, grandparents, grandchildren, or an individual residing in the home of said bargaining unit member, or other family members with the Principal's recommendation and the approval of the Superintendent.

6. On the day of his/her absence, a bargaining unit member shall notify the Principal by 6:00 a.m., except in a case of emergency, if he/she must use sick leave in accordance with this leave procedure.

7. All bargaining unit members who have advanced knowledge that they will need to use their accumulated sick leave on an extended basis, shall give the Administration as much notice as possible. In the case of unforeseen illness or disability, it is recognized that advance notice may not always be possible.

8. Any bargaining unit member using sick leave must furnish his/her Principal with a written signed statement within three (3) days after the bargaining unit member returns to work, on forms prescribed by the Board of Education, to record the use of such leave.

9. The falsification of a sick leave statement by a teacher/employee is grounds for suspension or termination. ORC 3319.141

10. A bargaining unit member may have sick leave deducted in one- (1) hour increments, for medical purposes. The teacher shall be responsible for obtaining another teacher to watch his/her class, said teachers shall not be compensated. The employee must first report to work and be actively at work. Such leave shall not be deducted from any other leave, or used in combination with any other leave. A doctor's statement is required. If the bargaining unit member has an appointment at or before 8 a.m. they will not be required to report to work before the appointment. Prior approval by the building principal is required.

11. Not withstanding Article 23 (A) (10), sick leave shall be deducted in the following increments:

Time Absent	Leave Deducted

0-3 ½ hours	½ day
3 ½ or more hours	1 day

B. Transfer of Sick Leave

1. Employees who have exhausted all available paid leave, including personal leave, shall be eligible to receive sick leave transfer during periods of catastrophic illness as defined as a severe illness or sudden medical condition.

2. For purposes of this article, employees who desire to participate in this leave transfer shall notify the Association President by the first pay period of the school year.

3. The Association President shall be responsible for presenting to the Superintendent properly signed forms transferring sick leave as sick leave transfer is granted.

4. After notification by said employee of his/her decision to participate, the employee's accrued sick leave balance shall have five (5) days deducted.

5. The Superintendent and the Association President shall grant or deny the requested transfer at their discretion. Their decision is final and not subject to the grievance procedure.

6. The recipient's daily rate of pay shall be used to calculate payment under this transfer article.

7. Also, employees shall not receive in excess of twenty (20) days in the 2008-2009 school year, twenty-five (25) days in the 2009-2010 school year and thirty (30) days in the 2010-2011 school year.

8. The Association Secretary will be responsible for reporting days to the Treasurer.

9. The donor must have at least seventy-five (75) days of accumulated sick leave in order to be eligible to donate.

C. Bereavement Leave

1. One (1) day of Bereavement Leave shall be granted to bargaining unit members for the death of individuals not defined as a member of the

employee's immediate family. Such leave shall be deducted from the bargaining unit member's personal leave accumulation.

2. In the event a teacher has used all their personal leave prior to the need of a Bereavement Leave day, the teacher shall meet with the Superintendent to discuss the need for Bereavement Leave. The Superintendent may grant the use of sick leave, if the need for the day does not fit the definition of (A) (5).

D. Personal Leave

1. At the beginning of each school year, each certified employee is eligible for three (3) unrestricted personal leave days.

   No personal leave day shall be granted the day before or day after a holiday without prior approval.

   Any individual planning to use such leave shall notify his/her immediate supervisor of such intent as soon in advance as possible, no less than 24 hours, except in case of emergency.

   Personal leave shall be deducted in the following increments:

Time Absent	Leave Deducted
0 - 3 ½ hours	½ day
3 ½ or more hours	1 day

   Classroom teachers who are granted such leave will normally be replaced by a substitute according to the Board policy.

2. All full time personal shall be able to convert unused personal leave to sick leave at the end of the year. Or, they may sell back to Chesapeake Board of Education all unused personal leave days at he following rate:

   1 day at $75.00 per day
   2 days at $100 per day
   3 days at Daily Rate per day

E. Sabbatical Leave

1. The Board agrees to provide Sabbatical Leave to bargaining unit members in accordance with the provisions of Section 3319.131 of the Ohio Revised Code.

   Upon return from such leave, bargaining unit members shall make a presentation based upon the leave at a staff meeting.

F. Professional Leave

All members of the staff of the Chesapeake Union Exempted Village Schools are encouraged to attend professional meetings in order to keep abreast of trends in education, and to improve instructional methods.

1. Each request by a bargaining unit member to attend a professional meeting shall be made by written application on a form provided by the Board, to the member's Principal, who will in turn forward the request to the Superintendent.

2. This request shall state the reason or purpose of the meeting, the date(s), and shall be submitted to the Principal at least three (3) weeks before the date of the meeting in order that a suitable replacement or substitute can be obtained. Written approval or disapproval will be returned to the applicant from the central office.

3. The Superintendent shall have the right to limit the number of applications granted for professional leave on any given school day or in any school year, in order to ensure that the normal operation of the schools will not be materially affected by such absences.

   Attendance at any given meeting will be further limited to two (2) persons from any department of a building, except as approved by the Superintendent.

4. Expenses

   a. When a bargaining unit member takes professional leave at the request of the Board, or at the request or initiation of the bargaining unit member, the Board shall pay for registration fees, mileage at rate established by the federal government, meals, and motel or hotel expenses at the conference location rate and

necessary materials related to a workshop ($100.00 each night, 2 night maximum, $150 maximum registration, and $25 per day maximum on meals).

G. Association Leave

1. The Association shall be granted a total of five (5) days annual leave without pay for the President or his/her designee(s) to attend Association business meetings. This leave is non-accumulative.

H. Jury/Subpoena Duty Leave

1. A bargaining unit member who is summoned for jury duty or who is subpoenaed to appear before a court or agency as a witness or party in a criminal or civil proceeding dealing with a work-related incident shall be granted all necessary leave. After absence for such duty, either reporting or serving, the bargaining unit member shall return payment for services rendered to the Board Treasurer and at the next regular pay period receive full payment of his/her regular salary from the Board for the day(s) of absence for this purpose. Such leave shall not be deducted from any other type of leave. Bargaining unit members shall not receive leave for any matter that involves a bargaining unit member or their immediate family.

I. Unpaid Leave of Absence

1. General Unpaid Leave of Absence

   The Board shall grant a bargaining unit member up to two (2) years of absence without pay for personal or family health reasons, for continuing education, or for other reasons approved by the Board, upon receipt of a written request by that bargaining unit member.

2. Child Care/Adoption Leave of Absence

   A member who is expecting or adopting a child shall be granted unpaid leave of absence not to exceed one (1) year, upon written request to the Superintendent, submitted at least sixty (60) days before the commencement of such leave, whenever possible, and stating the expected date of birth or date of obtaining custody of the child and also the date the bargaining unit member expects to return to work.

3. Bargaining unit members on unpaid leaves of absence shall be carried on the roll of Board employees and may continue to participate in the Board's insurance program while on such leave provided they pay their portion of the premiums or other such fees on the monthly date designated by the Treasurer.

   a. The bargaining unit member must notify the Board of his/her intentions regarding his/her returning to employment by April 1 of the year his/her leave of absence is to be completed. Upon return from such leave, the bargaining unit member shall be given his/her same assignment or comparable assignment held prior to taking such leave.

   b. If the bargaining unit member desires to return to work prior to the date of return originally stated, the bargaining unit member shall notify the Superintendent of his/her request and the date of his/her proposed return. Such request may be considered at the discretion of the Superintendent.

4. Upon returning to service of a bargaining unit member at the expiration of a leave of absence, he/she shall resume the contract status, which he/she held prior to such leave. The taking of a leave of absence within the term of a limited contract shall not suspend the running of the contract. Bargaining unit members who are affected by a reduction in force while on leave of absence shall be treated identically with other bargaining unit members under the provisions of Article 25. Seniority shall not be accrued while on unpaid leave.

J. Military Leave

Any member of the instructional staff who is required to accept military service in the time of national emergency, or who is called to active duty in the armed services, or who enlists in a branch of the armed services shall be granted unpaid leave of absence. During such leave, said member of the instructional staff shall be considered as if he has been performing assigned duties by the Board and granted full-time in determining seniority or establishing placement on the salary schedule upon return from such service.

Said member must make application with the Board within one (1) year of his discharge and shall be employed at the beginning of the next semester following the member's letter of application.

K. Assault Leave

The Board shall provide fifteen (15) days of assault leave wherein a teacher who is absent due to physical disability resulting from an assault by a student or parent, which occurs in the course of an employee's Board employment will maintain the teacher on full-pay status during the period of such absence under the following provisions:

1. The teacher who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify the use of assault leave.

2. Falsification of a written, signed statement shall be grounds for disciplinary action not resulting in suspension or termination.

3. Assault leave granted under these regulations shall not be charged under sick leave earned or earnable under Section 3319.141 or any other leaves.

L. Leave Due to Pregnancy

1. It is recognized that pregnant employees may desire a consecutive period of time for leave during and after pregnancy. It is further recognized that the pregnant employee may desire this leave to include periods of time during which she is not physically or mentally disabled as a result of the pregnancy, as well as any periods when she is so disabled.

2. When a pregnant employee desires a period of time for leave due to maternity reasons and to return to the employ of the Board at a future date, she must make written application to the Superintendent for a leave of absence without pay or benefits to be paid by the Board. This will not affect such employee's rights under COBRA to continue benefits at her own expense. Such application must be accompanied by a doctor's written statement, stating the approximate date of delivery. This leave of absence may become effective at any time during pregnancy, and must become effective no later than the last excepted date prior to delivery on which the employee will be physically or emotionally capable of performing all the duties and functions of her position, with said date to be established by a doctor's written statement. To request the termination of a maternity leave, the employee must submit to the Superintendent of Schools by registered mail, return receipt requested, a written statement from her doctor certifying that she is able to resume her duties. This written statement shall be submitted no later than thirty (30)

days before the beginning of the next school semester. Failure to submit this statement in a timely manner will result in loss of reinstatement rights for the next succeeding semester. The Superintendent of Schools may require verification of the statement. Reinstatement on the rolls shall occur no later than the beginning of the next semester immediately following the doctor's certification and the employee's notification that she is ready for assignment. For the purposes of this provision, the summer vacation period between school years shall not be considered a semester.

3. The maximum amount of leave granted for a maternity case shall be the remainder of the school year in which the leave becomes effective and one additional school year. When the employee elects to use the maximum amount of maternity leave provided, she shall inform the Superintendent of Schools in writing of her intention to return to service at least one hundred twenty (120) days before she expects to resume her duties. Failure to comply with this regulation shall be deemed an automatic resignation.

4. The administration may initiate maternity leave for a pregnant employee in accordance with this contract provision and the law at any time during an employee's pregnancy.

M. Permissive Leave

Principals shall permit a teacher to leave his/her school for medical emergencies, to watch his/her children in school-related activities or attend parent-teacher conferences. The teacher is responsible for obtaining another teacher to watch his/her class. A teacher may use such permissive leave up to three (3) occasions per year for not more than one (1) hour per occasion. A total of no more than three (3) hours may be distributed in hourly increments to these occasions per school year. Permissive leave shall not be deducted from any other leave.

N. Family and Medical Leave Act Benefits

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid leave for the following reasons:

   a. To care for a newborn son or daughter;

   b. For a placement of a son or daughter with the bargaining unit member for adoption or foster care;

c. To care for a seriously ill spouse, child or parent; or

d. Because of their own serious health condition.

Entitlement to childcare shall end upon the child reaching age one (1) or twelve (12) months after the date of adoption or foster placement.

The Board of Education observes a rolling twelve (12) month period or year for determining FMLA.

2. Bargaining unit members must give the Board at least a thirty (30) days' notice, or as much notice as is practicable in foreseeable situations.

3. Bargaining unit members may at their option use their accumulated paid leave prior to using unpaid family and medical leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination.)

4. Leave taken for a period that ends with the school year and begins with the next semester is taken consecutively. Summer recess is not counted against FMLA entitlement.

5. Medical certification shall be required to substantiate leave for the reasons stated above with the Board having the option of requiring second and third opinions at Board expense. Employees shall use the Department of Labor's Certification of Health Care Provider Form when medical certification is required. Employees shall receive notice by the Department of Labor's Employer Response to FMLA Request Form.

6. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Board and employee and provided all requirements have been satisfied.

   a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Board may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

b. When an instructional employee needs intermittent leave which is foreseeable and the employee would be on leave for more than 20% of the total number of working days over the period the leave would extend, the Board may require the employee to either:

(1) Take leave for a period or periods of a particular duration; or

(2) Transfer temporarily to an available alternative position for which the employee is qualified.

c. When an instructional employee begins leave more than five (5) weeks before the end of the term; the employer may require the employee to continue taking leave until the end of the term if:

(1) The leave will last at least three (3) weeks;

(2) The employee would return to work during the three (3) week period before the end of the term.

d. When an instructional employee begins leave during the five (5) weeks before the end of the term, the employer may require the employee to continue taking leave until the end of the term if:

(1) The leave will last more than two (2) weeks; or

(2) The employee would return to work during the two (2) week period before the end of the term.

e. When an instructional employee begins leave during the three (3) weeks before the end of the term and lasting more than five (5) working days, the employer may require the employee to continue taking leave until the end of the term.

f. With respect to paragraphs 6-b through 6-e, only the time needed for FMLA reasons shall be counted against the FMLA entitlement.

7. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Board paying the Board's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The Board may recover any premiums paid if the employee fails to return to work, unless the failure to

return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstance beyond the bargaining unit member's control.

8. For the purposes of this article, the following definitions shall apply:

   a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

   b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

ARTICLE 24: TRANSFERS AND REASSIGNMENTS

A. Definitions

1. A "vacancy" shall be defined as a job opening in a bargaining unit position by reasons of retirement, resignation, death, nonrenewal of contract, termination of contract, promotion, or creation of a new position. When a vacancy is posted and filled by a current bargaining unit member, the resulting job opening then occurring shall be deemed a vacancy for the purpose of this Article.

2. A "transfer" shall be defined as a change in a job assignment from one (1) building to another building within the District.

3. A "reassignment" shall be defined as a change in a job assignment within a building, including changes in grade level and/or subject area.

B. Voluntary Transfers/Reassignments

1. When a vacancy occurs before the end of each school year, the Superintendent shall solicit declarations of interest on the part of unit members, by posting a notice of the job vacancy in each building (in the central office of each). After the end of school, notice shall be posted in the central office and sent to the Association President or his/her designee. Notification of openings shall be included in the paychecks received by the bargaining unit member. During the summer,

notifications of vacancies shall be posted on the school TV channel and school website.

All job postings shall include the following information:

a. Position title
b. Subject area and grade level
c. Licensing/certification requirement
d. Title of immediate supervisor
e. Location of the vacancy (building)
f. Date of posting and last date to apply for position

2. Members who desire a reassignment/transfer, or express interest in a vacancy, may file a written declaration of interest with the Superintendent during the ten (10) work day period after the solicitation notice is sent out by the Superintendent or after the posting.

3. Consideration of bargaining unit members to fill a vacancy shall not be limited to members who have filed a declaration of interest. Consideration of members to fill a vacancy shall take into account the following:

a. The teacher possesses a valid certification at the time of application for the area(s) listed in the vacancy notice.
b. Qualifications.
c. Experience in job area.
d. Coursework in job area.
e. Seniority when the above factors are considered equal.

The Board of Education will employ the most qualified applicant for the vacant position based on the Superintendent's recommendation.

C. Involuntary Transfers/Reassignments.

1. Qualified applicants for vacancies may be considered for vacant positions prior to the involuntary transfer/reassignment of any bargaining unit member.

2. A member being involuntarily transferred/reassigned will only be placed in a position for which the member is certified.

3. A member who is being involuntarily transferred/reassigned shall be notified in writing of such transfer/reassignment. Within fifteen (15) days of notice, such teacher shall be granted a conference, upon written

request, with the Superintendent and building principal who shall give reasons for such reassignment/transfer.

4. The Superintendent shall have the authority to involuntarily transfer/reassign provided the teacher is given written notice, reasons, and the opportunity for a conference as set forth in paragraph C-3 above.

5. No involuntary transfer/reassignment shall be arbitrary, capricious or disciplinary in nature.

ARTICLE 25: REDUCTION IN FORCE

A. The Board may make reasonable reductions in force for any of the following reasons:

1. A decreased enrollment of pupils;

2. The return to duty of regular teachers after leaves of absence and/or the return of a teacher on a continuing contract from an administrative position to the bargaining unit;

3. A suspension of schools or territorial changes affecting the district;

4. Where there have been territorial changes affecting the district, or additional statutorily mandated reasons

B. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers of continuing contract status and to teachers who have greater seniority. Teachers whose continuing contracts are suspended shall have the right to restoration to service in the district if and when teaching positions become vacant or are created for which any of such teachers are to become qualified. Teachers on limited contracts, whose contracts have been suspended, will be ineligible to be recalled for two (2) years, in reverse order of seniority.

C. Teachers whose names appear on the reduction in force list shall be offered reemployment to positions for which they are certified in the order of seniority at the time they are laid off.

D. No new teachers shall be hired by the Board while there are teachers on the reduction in force list who are certified to teach in any position which is open.

E. Seniority shall be defined as length of continuous service as a certified employee under a regular full-time teaching contract in the Chesapeake Union Exempted Village School District. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence and/or time spent in a non-bargaining unit position, but such time will not be counted in computing seniority.

F. A member who is notified that he/she is laid off will have the right to displace any less senior member whose work he/she is certificated to perform.

G. Notice of recall will be given by telegram or registered mail to the last address furnished to the District by a bargaining unit member. A copy of the notice of recall will be given to the President of the Association. If a member fails to respond in writing within ten (10) days after receipt of the above notice of recall, he/she will be deemed to have refused the position offered.

H. A member who is laid off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

1. Waives his/her recall rights in writing;

2. Resigns;

3. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a substantially equivalent position;

4. Fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured and so verifies in writing.

ARTICLE 26: DUES DEDUCTIONS

A. Employees within the bargaining unit may sign and deliver to the Treasurer an authorization for deductions from their paycheck, membership dues and assessments of the Association and its affiliates. Such authorization shall continue in effect until such time as said individual gives written notice to the Treasurer of the Board to discontinue such deductions or until employment with the Board terminates.

B. Authorizations to make deductions must be filed with the Treasurer by September 30th in the year such deductions are to begin.

C. The Treasurer of the Association shall notify the Treasurer of the Board in writing ten (10) calendar days prior to the first pay in October of each year the amount to be deducted for Association membership dues in accordance with the employee authorization.

D. Deductions shall be made in twenty (20) equal installments beginning with the first (1st) paycheck in October and continuing in equal amounts from each subsequent paycheck until all installments have been deducted. New members after September 1st shall have deductions made in equal installments to begin the following pay period after delivery of authorization card and conclude when all installments have been deducted.

E. All dues money shall be forwarded to the Chesapeake Local Teachers Association on a monthly basis as stipulated by the Association. The Board Treasurer will forward a listing of individuals from whom dues have been collected along with the amount deducted to the CLTA/OEA/NEA.

F. The Board shall be relieved from making such individual check-off deductions upon:

1. Termination of employment;

2. Transfer or promotion to a job outside the bargaining unit;

3. Reduction in force or layoff;

4. An authorized unpaid leave of absence; or

5. Revocation of the payroll deduction authorization by the member.

G. The Board shall not be obligated to make dues deductions from any bargaining unit member who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

H. It is specifically agreed that neither the bargaining unit members nor the Association shall have claims against the Board for error in the processing of deductions unless a claim of error is made to the Treasurer in writing within sixty (60) days after the date such an error was made or the receipt by the Association of the dues list in paragraph E above. It will be corrected at the next pay period that Association dues would normally be deducted by deducting the proper amount.

I. Membership or non-membership in the Association shall not be a prerequisite for employment or continuation of employment of any bargaining unit member nor shall the payment of any dues, fees or assessments. Bargaining unit members must submit to the Board or the Treasurer written authorization sixty (60) days prior to the date the bargaining unit member wishes dues to no longer be deducted from his/her check.

J. It is specifically agreed by the Board and the Association that the Board assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Association agrees that it will indemnify and hold the Chesapeake Union Exempted Village School District harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Board. Once the Association dues are remitted to the Association, their deposition shall be the sole and exclusive obligation and responsibility of the Association.

K. The provisions of paragraph I of this Article do not apply to new employees hired after April 23, 2003. All new employees hired after April 23, 2003 shall be either Association member or fair share fee payers. The Union will annually notify the Board of Education of what amount to deduct for a fair share fee and how that amount is derived or calculated.

ARTICLE 27: INSURANCES

A. The Chesapeake Union Exempted Village Board of Education will provide for full-time employees a major medical type hospitalization plan, a dental plan and vision plan, and $25,000 life insurance plan possessing substantially similar benefit levels as the present plans in place at the execution of this Agreement. Effective with the signing of this agreement the Board will pay up to 80% of the premium per month for a family plan and up to 80% of the premium per month for a single plan with the employee paying the remaining 20% of the premium amount. The Board will pay, for each bargaining unit members enrolled, 100% for dental, 100% for vision, and 100% of the life insurance cost on a $25,000 term life insurance policy.

B. The Board of Education after consulting with CLTA at least thirty (30) days reserves the right to change to a self-insured plan or to a plan offered by a health services provider authorized to do business in the State of Ohio, provided the coverage made available to such plan is substantially the same as currently available to employees. The Board will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductions so long as the Board uses its best efforts to minimize changes.

The exclusive representative will be informed of all changes in advance of the effective day.

C. The Board after consulting with CLTA at least thirty (30) days reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remain substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

D. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or the benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Board. This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the district, or any member or dependent of a member of the bargaining unit.

ARTICLE 28: NO STRIKE-NO LOCKOUT

A. There shall be no strike by unit members except under the following conditions:

1. Unit members may strike only in compliance with the terms of ORC Section 4117.14(D)(2); i.e., unit members may strike after contract talks have failed, (in situations other than initial contract negotiations), provided that the Association has given a 10 day notice of its intent to strike to the Board and to SERB.

B. There shall be no strike by unit members in violation of ORC Section 4117.15(A), which prohibits a strike during the term of a collective bargaining agreement or during the pendency of impasse or settlement procedures.

C. There shall be no “sympathy strikes” by unit members at any time or place, in support of strikes conducted by other units or unions within the Chesapeake Union Exempted Village School District facilities or within schools in the area of the Chesapeake Union Exempted Village School District.

D. Unit members shall not engage in picketing in connection with any strike or work stoppage at the residence or place of private employment or any Board member, member of the Administration or representative of the employer.

E. The Association and OEA/NEA shall not authorize, call, aid or conduct a strike in violation of the above provisions. If an authorized strike should occur, the Association and OEA/NEA shall immediately undertake to have the strikers return to work, by proclaiming that the strike is in violation of the Agreement, and by using such media of communication as are available, including the posting of a bulletin, and urging the pickets, if any, to discontinue picketing. It is agreed that picketing during an unauthorized strike is unlawful and in violation of this Agreement and may be enjoined by a court of competent jurisdiction.

F. If any bargaining unit members strike in violation of this Agreement, they are subject to disciplinary action up to and including discharge.

G. The Board will not lockout bargaining unit members during the terms of this Agreement.

ARTICLE 29: PROFESSIONAL AND ACADEMIC FREEDOM

A. The Board and the Association recognize the importance of an educational atmosphere which is relatively free from censorship and restraints upon free inquiry, learning, free political rights of citizenship, and the rights of privacy, and in which academic freedom for teacher and student is encouraged.

B. The Board and the Association recognize their joint obligation as educators, to the students and the community to provide a role model for moral and ethical behavior. The Board and the Association also acknowledge that the private life of a teacher is not within the appropriate concern or attention of the Board except as it may prevent the teacher from properly or efficiently performing his/her assigned functions during the work day, or as it impacts upon his/her professional obligations as a teacher to his/her students.

C. Teachers will be entitled to free rights of citizenship, and no religious or political activities of any teacher or the lack thereof will be grounds for any discipline or discrimination with respect to the employment of such teacher unless said activities are violative of law or impact upon the teacher's professional obligations to his/her students.

ARTICLE 30: SUPPLEMENTAL CONTRACTS

A. Supplemental duties shall be defined as those duties which are performed during time in excess of the work day, work week, work year, or in addition to the

employee's regular duties. Employees performing supplemental duties shall be issued written, individual, limited contracts that include:

1. Duration of supplemental contract.

2. Title of supplemental position.

3. Amount of supplemental compensation.

B. Posting and filing of supplemental positions shall be in accordance with Article 24 of this Agreement.

C. Compensation for supplemental duties shall be as set forth in paragraph E of this Article.

D. The Employer shall provide to the employee written notice of its intent to nonrenew the employee's supplemental contract by April 30th in the year the contract expires. Failure of the employer to provide timely notice of intent to nonrenew shall result in the automatic renewal of the contract. A member's performance in a supplemental shall not have any adverse affect on a member's regular teaching contract.

E. Supplemental Salary Schedule

Supplemental salary shall be calculated on the percent of current base for BA at zero (0) step as set forth in Article 31, or the set dollar amount listed.

Group A - Category 1 (25% of Base Salary):	Step 1 Starting (0)	Step 2 After 2 years	Step 3 After 4 years
Athletic Director	20%	22.5%	25%
Head High School Football Coach	20%	22.5%	25%
Head High School Basketball Coach	20%	22.5%	25%
Band Director	20%	22.5%	25%
Head Girls Volleyball Coach	20%	22.5%	25%
Head Girls Basketball Coach	20%	22.5%	25%
Dean of Students	20%	22.5%	25%
District Department Head (A) (Science, Math, Language Arts and Reading Social Studies)	20%	22.5%	25%

Group B - Category 2 (12% of Base Salary):

Head Cross Country	10%	11%	12%

Head Wrestling Coach	10%	11%	12%
Head High School Boys Track Coach	10%	11%	12%
Head High School Girls Track Coach	10%	11%	12%
Head Baseball Coach	10%	11%	12%
Head High School Softball Coach	10%	11%	12%
Head High School Golf	10%	11%	12%
Cheerleading Sponsors	10%	11%	12%
Girls Soccer Coach	10%	11%	12%
Boys Soccer Coach	10%	11%	12%
High School Academic Advisor/Scores	5%	5.5%	6%
Quiz Bowl	5%	5.5%	6%
Girls Soccer Coach	5%	5.5%	6%

Group B-1 – Category 2 (10.5% Base Salary):

Assistant High School Football Coach	8.5%	9.5%	10.5%
Assistant High School Basketball Coach	8.5%	9.5%	10.5%

Group C - Category 3 (10% of Base Salary)

Middle School Athletic Director	8%	9%	10%
Head Junior High Football Coach	8%	9%	10%
Head Junior High Boys Basketball Coach	8%	9%	10%
Head Junior High Girls Basketball Coach	8%	9%	10%
Assistant Junior High Football Coach	8%	9%	10%
Assistant Junior High Boys Basketball Coach	8%	9%	10%
Assistant Junior High Girls Basketball Coach	8%	9%	10%
Junior High Girls Track Coach	8%	9%	10%
Junior High Boys Track Coach	8%	9%	10%
Majorette and Flag Corps Sponsors	8%	9%	10%
Assistant Volleyball Coach	8%	9%	10%
Assistant Baseball Coach	8%	9%	10%
Assistant Wrestling Coach	8%	9%	10%
Assistant Track Coach	8%	9%	10%
Assistant Softball Coach	8%	9%	10%
High School Newspaper Advisor	8%	9%	10%
Strength Coach	8%	9%	10%
Junior High Golf Coach	8%	9%	10%
Junior High Volleyball Coach	8%	9%	10%
Junior High Cheerleader Advisor	8%	9%	10%
Junior High Assistant Volleyball Coach	8%	9%	10%
Junior High Assistant Golf Coach	8%	9%	10%
High School Assistant Golf Coach	8%	9%	10%

Group D - Category 4 (4% of Base Salary)

Bell Choir	2%	3%	4%
High School Chorus	2%	3%	4%
Play Advisor	2%	3%	4%
Assistant Summer Recreation Director	2%	3%	4%
Beta Club/National Honor Society	2%	3%	4%
Science Fair Advisors	2%	3%	4%
Mentor	2%	3%	4%
High School Student Council	2%	3%	4%
Elementary Music Teacher	2%	3%	4%
Middle School Student Government	2%	3%	4%

Group E - Category 5 (Extra Month $1200 - 20 days):

High School Librarian
Middle School Academic Advisor
Summer Recreation Director

Group F

High School Yearbook Advisor - $1,800
Middle School Yearbook Advisor - $500
LPDC - $1,000
Prom Advisor $750

Group G - $20 per hour

Detention Hall (After school or outside regular hours)
Tutoring

Group H - $22.50 per hour

The School District will offer summer school teaching positions to currently employed bargaining unit members prior to employing certificated individuals outside the bargaining unit. The Superintendent's selection is not grievable under Article 5 – Grievance Procedure.

F. All current bargaining unit members are grandfathered into their present supplemental

G. salary as of the 2001-2002 school year, no matter what their years of service. The Board of Education may grant credit for years of service for prior experience in any of the above supplemental positions.

ARTICLE 31: SALARY SCHEDULE

A. Salary Schedule

1. All employees shall be paid according to the index salary schedule and related provisions of this Article.

2. The base rate of the salary schedule shall be the Bachelor's Degree Column, Step 0.

3. Effective August 1, 2008, degreed bargaining unit members will be paid in accordance with Appendix A for the 2008-2009 school year which reflects a three percent (3%) increase to the current salary schedule base rate.

4. Effective August 1, 2009, degreed bargaining unit members will be paid in accordance with Appendix B for the 2009-2010 school year, which reflects a three percent (3%) increase to the 2008-2009 base rate.

5. Effective August 1, 2010, degreed bargaining unit members will be paid in accordance with Appendix C for the 2010-2011 school year, which reflects a three percent (3%) increase to the 2009-2010 base rate

B. Placement on the Schedule

1. An employee shall be placed on the salary schedule according to the employee's training and experience.

2. An employee with a bachelor's degree who has earned thirty (30) semester hours after earning the bachelor's degree, shall be placed on the 5th Year column. The earning of 150 semester hours and a bachelor's degree shall be considered equal to the 5th Year column.

3. An employee with a Master's Degree shall be paid on the Master's Degree column.

4. The parties agree to add a Masters +30 column effective with the 2008-2009 school year.

C. Recognized Placement Criteria

1. Any degree referred above shall mean an earned degree from an accredited institution.

2. Three (3) quarter hours shall equal two (2) semester hours.

3. Upon initial hire, an employee shall be given full experience credit for all years of teaching service in public or private schools or colleges accredited by the State of Ohio and up to ten (10) years experience credit for all years of out-of-state teaching service. An employee shall be given credit for all active military service in the armed forces of the U.S. to maximum step provided on the salary schedule.

4. One (1) year of teaching experience shall mean the employee has provided service for one hundred twenty (120) days or more in any one school year.

D. Advancement on the Salary Schedule

1. Horizontal Movement

a. An employee shall advance horizontally on the salary schedule by acquiring additional training.

b. An employee shall advance horizontally on the salary schedule when:

(1) Sufficient coursework or higher degree is earned.

(2) Satisfactory evidence of such completion is provided to the Employer. Satisfactory evidence shall be an official transcript or a letter of coursework completion issued by the appropriate institution or program.

c. Payment on the new column will be retroactive to the first pay of the year, provided the Employer has been provided satisfactory evidence on or before October 1.

d. Payment on the new column will commence the first pay of the following year if satisfactory evidence is received after October 1.

2. Vertical Advancement

a. An employee shall advance vertically one (1) step on the salary schedule for each year of experience in the district.

ARTICLE 32: TEACHER EVALUATION

A. Purpose. This Article is intended to supersede Ohio Revised Code 3319.11 and 3319.11.1.

1. To assess an employee's work performance.

2. To help the employee to achieve greater effectiveness in performance of the work assignment.
3. To constitute the basis for personnel decisions including continuing contract status, limited contract renewal, or contract non-renewal or termination.

4. To promote effective teacher performance.

B. Procedure

1. Evaluator

Evaluation of an employee shall be conducted by the employee's immediate supervisor and also by one (1) other administrator on teachers being considered for a continuing contract or for nonrenewal. In the event an employee performs work under the supervision of more than one (1) supervisor, one (1) supervisor shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member.

2. Orientation

Not later than October 1 of each school year, each employee shall be notified of the name and position of the evaluating supervisor and the evaluation process shall be explained to the employee.

3. Schedule for Evaluation

a. Any teacher whose nonrenewal is considered shall have one series of evaluations between October 1 and December 20 and a second series of evaluation between January 2 and March 20. A teacher who is not being considered for nonrenewal may be evaluated at the discretion of the evaluator.

b. All other teachers are to be evaluated once every two (2) years.

4. Criteria for Evaluation

a. An employee shall be evaluated on criteria set forth in the Evaluation Instrument included in the Appendix of this Agreement.

b. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

c. No misleading, inaccurate, or undocumented information may become a part of an employee's performance evaluation report.

C. Observations

1. Schedule of Observations.

A minimum of three (3) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) minutes. There shall be at least one (1) week between formal observations. Drop-in observations may be performed in addition to formal observations.

2. A pre-observation conference shall be held between the teacher and the evaluator prior to the first formal observation to discuss procedures and expectations.

3. Within ten (10) days after each observation, the evaluator shall prepare a summary report of the observation, a copy of which shall be given to the teacher, which shall be discussed at the evaluation conference. The teacher's summary evaluation shall be based on the three (3) observation reports.

D. Finalization of Evaluation

1. Within three (3) days following the third observation, if possible, the evaluator shall schedule a date for an evaluation conference with the teacher. During the evaluation conference the following shall be done:

a. The evaluation form(s) shall be discussed and a copy shall be prepared for the teacher.

b. The summary report shall be discussed and a copy given to the teacher.

c. Any areas of deficiency shall be discussed with the teacher.

d. The evaluator and the teacher will cooperatively develop a plan of corrective action and a time table shall be established.

2. Completion of Evaluation Process

The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the content of the evaluation report.

3. Response to Evaluation

The employee shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be retained by the employee.

ARTICLE 33: NONRENEWAL OF LIMITED CONTRACTS

A. The Superintendent shall on or before the fifth day of April, deliver or cause to be delivered to the teacher, a written notification of the intent of the Superintendent to recommend to the Board that the teacher will not be re-employed at the expiration date of their limited contract.

Reasons for the decision to non-renew must be stated in the letter. Evaluation data or other information in support of the recommendation shall be made available to the teacher or designated representative upon request.

1. In the event the teacher desires a meeting with the Board, the teacher shall deliver or cause to be delivered, a written notice to the Treasurer of the Board and the Superintendent.

2. The Board shall give the teacher at least twenty-four (24) hours written notice of the date, time, and place of the meeting.

3. The meeting shall be in executive session.

4. The teacher shall have the right to be accompanied at the meeting by an Association representative of their choice.

5. The Board shall make available “all” evidence used in the decision to non-renew the limited contract of the teacher. And, shall make available all individuals who had a role in the decision to non-renew the limited contract.

B. The teacher may challenge the non-renewal of their limited contract through the grievance procedure. The grievance may be filed at the arbitration level after the teacher has met with the Board or waived their right to meet with the Board.

C. The challenge of the non-renewal shall be for procedural violations and not for “just cause.” Failure of the evaluator or the Board to comply with any procedural element(s) shall be grounds for reversal of the non-renewal. Failure to maintain proper licensure does not qualify as a procedure error/flaw and therefore is not grievable under the contract. The Arbitrator shall have the authority to reverse the non-renewal for procedural violations and award all appropriate entitlements due the teacher.

D. The employment contracts of teachers who have completed at least two (2) consecutive limited contracts with the District shall only be non-renewed for “just cause.”

E. The teachers whose contract is being non-renewed may challenge the non-renewal through the grievance procedure. The teacher may appear before the Board or waive their right to appear, such notice of either shall be in writing, prior to the Board’s vote. All non-renewal challenges shall be filed at the Arbitration Level of the grievance procedure.

F. The grievant and Association shall notify the Superintendent within ten (10) days of the Board’s action to non-renew the limited contract of a teacher of a filing for arbitration. The Arbitrator shall be selected through FMCS or Arbitration Mediation Services (AMS).

G. The Arbitrator shall have the authority to award back pay, benefits, and all other appropriate relief deemed necessary as long as it is within the rights and benefits contained in the collective bargaining agreement should the grievance be sustained. The Arbitrator’s decision shall be final and binding on the parties.

H. This procedure shall supersede and replace the provisions of ORC 3319.11 and 3319.111 as they apply to limited contract.

CONTRACT SEQUENCE

The Board of Education may employ a new teacher or teacher new to the district by offering a limited contract(s) not to exceed a total of six (6) years for a total of three (3) limited contracts.

Third Contract of Employment: Three Year Limited Contract

After the teacher has completed their three (3) limited contract(s) of any duration the Board may re-employ the teacher on no less than a three (3) or five (5) year limited contract. No teacher who has completed his or her third (3rd) contract shall be offered less than a three (3) year limited contract unless it is the intention of the Superintendent or Board to non-renew the teacher. The non-renewal of any limited contract three years of duration or longer shall be for "just cause" as long as it is not the first, second, or third limited contract issued by the Board.

The Arbitrator shall have the authority to reverse the non-renewal for "just cause" and reinstate the teacher with all appropriate rights and benefits, who are past the three (3) third limited contract(s).

ARTICLE 34: DRUG-FREE WORKPLACE

A. The Board has adopted a policy which is in compliance with the Drug-Free Schools and Communities Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace.

B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Board premises or at any workplace. The employer shall provide a Drug-Free Workplace in-service for all bargaining unit members during the regular in-service day(s) program.

C. For the purposes of these provisions, the following definitions shall apply:

1. "Drug Abuse Offense" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.

2. "Work Place" is defined as any area under the control of the Board or at any Board-sponsored activity, regardless of location.

3. "On duty" is defined as required attendance at the workplace in

accordance with the provisions of the Master Agreement regarding hours of work and workday.

D. 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be granted, upon his/her first offense, the right of participating in a rehabilitation program.

a. Bargaining unit members entered into a rehabilitation program shall be permitted to use any sick leave or vacation leave to their credit.

b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.

2. After the first offense, an employee accused of being in violation of this article shall be afforded due process and shall not be disciplined except for just cause.

6. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs at the workplace shall be afforded due process and shall not be disciplined except for just cause.

ARTICLE 35: NON-DISCRIMINATION

A. The Employer shall not discriminate against any employee on account of race, creed, color, sex, age, religion, political affiliation, veteran status, handicap, sexual orientation, physical or mental disability, union membership or union activity.

B. The Union and the Employer agree to abide by the Americans with Disabilities Act of 1990 in implementing the collective bargaining agreement.

ARTICLE 36: TEACHER DISCIPLINE

A. General Provisions

1. CAUSE: No teacher shall be disciplined except in compliance with applicable provisions of this contract and Ohio law.

2. DISCIPLINE DEFINED: For the purpose of this Article, discipline shall refer to the actions taken by Management to address inappropriate activities of

a teacher that relate to his/her job or impact upon his/her effectiveness as a teacher.

3. RESTRICTIONS: Discipline shall not refer to performance issues or actions taken in response to a teacher's performance as evidence through the evaluation procedure, nor shall it refer to nonrenewal actions taken by the Board of Education pursuant to Article 33 of this contract.

4. REPRESENTATION: Bargaining unit members who are subject to discipline shall have the right to representation.

5. INFORMAL WARNING: It is expected that most cases will be disposed of by an informal verbal warning without formal written disciplinary action.

B. Progressive Discipline.

1. PROCEDURE: Formal disciplinary action taken shall be commensurate with the employee's offense. Unless unusual circumstances exist, the following system of progressive discipline shall generally apply.

   a. First Step: Written warning and conference with the immediate administrator.

   b. Second Step: Written reprimand and conference with the immediate administrator.

   c. Third Step: Suspension by the Superintendent with or without pay, written notice of such and a conference with the Superintendent.

   d. Fourth Step: Termination by the Board in compliance with the provisions of ORC 3319.16.

2. DUE PROCESS GUARANTEE: No member of the bargaining unit shall be disciplined, reduced in compensation or demoted without the completion of the due process procedure contained in Section C of this article.

3. NOTICE REQUIREMENTS FOR SUSPENSION WITHOUT PAY: Should suspension without pay be contemplated, the teacher shall be provided written notice of the reason(s) for the intended action, together with the date(s) for the implementation of the disciplinary action. No member of the bargaining unit shall be suspended without pay until such member has been given reasons as to why he/she is being suspended without pay and a reasonable opportunity to respond to such reasons.

C. Due Process Procedure

1. Due process shall be in accordance with the following and shall be applicable to any discipline found in Section B.

   a. Notice of Allegations and Pre-disciplinary Conference: A written notice setting forth the allegation which, if substantiated could result in disciplinary action, shall be sent to the employee by certified mail or by personal service. Said notice shall include the time and place of a conference to discuss said allegations.

   b. Pre-disciplinary Conference: The conference to discuss the allegations shall be attended by the teacher, the Association's representative(s) and the Board of Education's representative(s). Said conference shall be held no sooner than three (3) work days and no later than five (5) work days following the teacher's receipt of the notice of allegations or at a time and place mutually agreed upon by the parties.

   c. Notification of Disposition: The teacher and the Association President shall be notified by certified mail or personal service of the disposition of the matter. If a determination has been made to take disciplinary action, the notice of disposition shall include the disciplinary action to be taken and the reason(s) for said action.

   d. Immediate Suspension: In cases so severe it warrants immediate suspension, the written notice of allegations shall be presented to the teacher within twenty-four (24) hours following the suspension, and the conference shall be held as expeditiously as possible.

   e. Privacy of Proceedings: Except as provided in this Article, no teacher shall be formally reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential to the extent permitted by law.

D. Termination: The grounds and procedures for the termination of a teacher's contract shall be in compliance with the provisions of ORC 3319.16.

ARTICLE 37: TEMPORARY DUTY REIMBURSEMENT

A. If it becomes necessary to use a bargaining unit member's planning period to cover a class, the principal shall make the assignment. Students shall not be assigned in a regularly schedule class unless in the case of an emergency. An emergency is defined as an unforeseen or unplanned event or situation where there is no prior knowledge. The bargaining unit member shall be reimbursed at the rate of twenty dollars ($20.00) per hour or fraction thereof of thirty (30) minutes or more, unless assigned under Article 23-L during his/her planning period.

B. Such reimbursement shall be remitted to the teacher within the next applicable pay period.

ARTICLE 38: TUITION REIMBURSEMENT

A. Pre-approved courses of an education nature will be reimbursed at fifty percent (50%) of the cost of the courses for those bargaining unit members who have at least five years with Chesapeake Schools and at least a grade of B. The Board of Education will place nine thousand dollars ($9,000) for the 2008-2009 school year and each succeeding year of the contract. Any unused funds from the previous school year will remain in the fund for use or availability in the succeeding school year. If the fund were to become depleted during the course of the contract, the Administration and Association agree to discuss reallocating additional funds, provided funds are available.

B. Bargaining Unit members will apply for the Tuition Reimbursement and applications will be dated when accepted; funds will be reimbursed on a first come-first approved basis. The Superintendent will maintain a list of individuals who have applied and their position on the approved list for funding. A bargaining unit member must apply for the reimbursement with a paid receipt and grad of "B" or passing (for those courses which only give pass or fail) within thirty (30) days after completion of the course. Any individual bargaining unit member who fails the course, withdraws, or does not complete the course within the time lines will lose their position for reimbursement.

C. Individual bargaining unit members who have less than six (6) years may be reimbursed for tuition under this article if they sign a contract stating they agree to reimburse the Board if they leave prior to completing six (6) years; however, if they leave Chesapeake Union Exempted Village School's employment, they will have to reimburse the Tuition Reimbursement Fund for any funds they have received prior to completing this six (6) year period. The Association agrees the

Board of Education may recover this reimbursement from whatever funds the Board owes the teacher prior to leaving employment with the Board. Any funds recovered under this paragraph will go back into the Tuition Reimbursement fund for use by other bargaining unit members.

D. Applications under this Article will be accepted upon approval of the Agreement by both parties, the Association and the Board of Education.

ARTICLE 39: EMPLOYMENT OF RETIREES

1. A retiree is defined as a certificated staff member who has retired though State Teachers Retirement System and is receiving a monthly stipend from said retirement system.

2. A newly employed retiree shall be placed in his/her actual educational column at Step 5 of the current contract.

3. Retirement from the Chesapeake Union Exempted Village School District shall be considered a break in employment.

4. Individuals who are employed as defined in (1) shall not be eligible for hospital, surgical, prescription, major medical, vision, life and dental benefits provided under Article 27 of the Contract. The retiree will be required to obtain insurance through the STRS. If the STRS mandates that the Chesapeake Board of Education provide the insurance, the insurance will be provided by the District as it would for any employee under a single plan.

5. Re-employed retirees may be employed on a series of one (1) year limited contracts. A retiree shall not be eligible for a continuing contract as provided by Section 3319.11 ORC. A retiree's contract shall expire at the end of its term without Board action to non-renew under Section 3319.11, ORC. If employed in consecutive years, they will move to the next step on the salary scale.

6. Returning employees will accrue 1.25 days per month sick leave. No sick days accrued prior to retirement may be carried over to reemployment.

7. Such retired member is not eligible to receive a additional severance payment upon leaving employment with the District, nor will he or she accrue seniority.

8. Re-employed retirees are entitled to receive reimbursement for college coursework in accordance with Article 38. The coursework shall only be such work that is necessary to maintain their certificate or license.

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9. If the Board reduces staff in accordance with the Reduction in Force procedure in Article 25 of the contract, the retiree shall be considered the least senior professional employee in their area of certification/licensure. They shall be the first to have their contract suspended. They shall have no bumping rights.

10. Subject to these provisions, the retiree shall be a member of the bargaining unit, and entitled to all the right and benefits of the Chesapeake Local Teachers Association/OEA/NEA.

11. This provision and such salary and individual contract provisions with a member expressly supersede ORC Section 3317.13 and all other applicable laws.

ARTICLE 40: TERMINATION/DURATION

A. This Agreement constitutes the entire contract between the Board and the Association and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Board and the Association, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

B. This Agreement shall become effective as of August 1, 2011 except as otherwise indicated herein, and shall remain in effect up to and including July 31, 2012 and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to July 31, 2012 or prior to the date of expiration of any annual renewal hereof.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

AGREED TO THIS 13 DAY OF February, 2012.

FOR THE CHESAPEAKE UNION EXEMPTED VILLAGE BOARD OF EDUCATION:

Dr. C. Scott Howard
Superintendent

FOR THE CHESAPEAKE LOCAL TEACHERS ASSOCIATION/OEA/NEA:

Don Dalton, LRC
OEA/NEA

Sandy Benson
Board Treasurer

Jerry Osborne
Board of Education

Board of Education

Joanne Harmon
Board of Education

Jerry Frye
Board of Education

Board of Education

Deborah Riggs, CLTA President
CLTA Negotiating Team Member

CLTA Negotiating Team Member

CLTA Negotiating Team Member

APPROVED AS TO FORM:

Daniel P. Ruggiero, General Counsel
Cross Management Consulting Services, Inc.

APPROVED AS TO CONTENT:

Robert W. Cross 2/10/12
Robert W. Cross, Consultant
Cross Management Consulting Services, Inc.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

CHESAPEAKE UNION EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

AND

CHESAPEAKE LOCAL TEACHERS ASSOCIATION

The Chesapeake Union Exempted Village Board of Education (the Board) and the Chesapeake Local Teachers Association (the Association) enter into this memorandum in order to arrive at a workable solution to an issue that has arisen with respect to the 10 day posting period.

Due to time constraints and training requirements it occasionally becomes necessary to fill supplemental positions more quickly than routine procedures permit. Recently, it was determined that Mentors as defined in the Collective Bargaining Agreement in Article 30, Section E, Group D were needed. Training for such Mentors is available on August 25th and 26th.

The Board understands its responsibility to negotiate any changes in terms and conditions of the employment. For this specific set of circumstances the Board is proposing to shorten the 10 day posting period agreed to in Article 30, Section E, Group D to five working days.

Debbie Chapman
For the Association

8-18-2011
Date

For the Board

9-19-11
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

CHESAPEAKE UNION EXEMPTED VILLAGE SCHOOL DISTRICT
BOARD OF EDUCATION

AND

CHESAPEAKE LOCAL TEACHERS ASSOCIATION

The Chesapeake Union Exempted Village Board of Education (the Board) and the Chesapeake Local Teachers Association (the Association) enter into this memorandum in order to arrive at a workable solution to an issue that has arisen.

Due to the changing needs of the district, from time to time it becomes necessary to make changes and/or adjustments in positions. Recently, the Board determined that the district would be better suited with an Assistant Athletic Director which would replace the current position of Middle School Athletic Director.

The Board understands its responsibility to negotiate the salary of a newly created position. The Board is proposing that the salary for the newly created Assistant Athletic Director position be established using the criteria outlined in Article 30, Group C of the negotiated agreement.

Debbie Chapman
For the Association

8-18-2011
Date

For the Board

9-19-11
Date