

10-MED-11-1708
1689-01
K27043

STATE EMPLOYMENT
RELATIONS BOARD
2011 MAR 11 A 11: 53

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE CENTERVILLE SCHOOL DISTRICT

AND

CENTERVILLE CLASSROOM TEACHERS' ASSOCIATION

March 3, 2011

to

March 2, 2014

Handwritten signature and circled number 151.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
ONE	RECOGNITION AND TEACHER REPRESENTATION	1
TWO	PROFESSIONAL MEETINGS AND COMMITTEES	8
THREE	PROFESSIONAL PERSONNEL RECORDS	11
FOUR	BUILDING PROCEDURES	13
FIVE	FACULTY INVOLVEMENT	14
SIX	SCHOOL OPEN HOUSE/PARENT ORIENTATION MEETING	16
SEVEN	SCHOOL CLOSING FOR INCLEMENT WEATHER.....	17
EIGHT	SELECTION OF TEACHING STAFF MEMBERS FOR UNIT/DEPARTMENT TEACHING SITUATIONS.....	17
NINE	SICK LEAVE	18
TEN	DISABILITY ABSENCE.....	23
ELEVEN	TEACHING STAFF MEMBER ABSENCE	24
	11.01 Attendance at Professional Conference.....	24
	11.02 Visiting Days	24
	11.03 Personal Leave.....	24
	11.04 Funeral Leave	25
	11.05 Appearance in Court.....	26
	11.06 Leaves of Absence-General Provisions	27
	11.07 Child Care Leave	29
	11.08 Family Care Leave.....	30
	11.09 Military Leave	31
	11.10 Leave of Absence for Study or Research	31
	11.11 Political Leave	32
	11.12 National and State Officers.....	32
	11.13 Sabbatical Leave.....	33
	11.14 Short Term Leave of Absence-Without Pay ..	35
	11.15 Long Term Leave of Absence-Without Pay...	36
	11.16 Reserve Duty	36

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	11.17 School Year Definition.....	37
	11.18 School Calendar Year Definition	37
	11.19 Grandfather Clause-Leaves of Absence	37
	11.20 Family and Medical Leave	37
TWELVE	SEVERANCE PAY	40
THIRTEEN	HEALTH EXAMINATIONS.....	41
FOURTEEN	NONDISCRIMINATION POLICY STATEMENT	41
FIFTEEN	PAYROLL	42
SIXTEEN	TRANSFERS.....	44
SEVENTEEN	ADEQUATE SUPPLY OF MATERIALS.....	46
EIGHTEEN	INSURANCE PROGRAM.....	46
	Preamble	46
	18.01 Medical, Dental & Life Insurance Program. ..	47
	A. Medical Insurance Program.....	47
	B. Cost of Medical Insurance Program	49
	C. Dental Insurance Program	51
	D. Cost of Dental Insurance Program.....	52
	E. Effective Date of Medical and Dental Insurance Programs	52
	F. Life Insurance Program	52
	18.02 General Provisions for all Insurance Programs.....	53
NINETEEN	NOTIFICATION OF VACANCIES & EMPLOYMENT OF RETIRED TEACHING STAFF MEMBERS	55
TWENTY	REDUCTION OF TEACHING STAFF.....	57
TWENTY-ONE	SCHOOL CALENDAR.....	61
TWENTY-TWO	TIME TO COMPLETE STUDENT PROGRESS REPORTS.....	64

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
TWENTY-THREE	PLANNING TIME	64
TWENTY-FOUR	LENGTH OF WORK DAY/DUTY ASSIGNMENTS	65
TWENTY-FIVE	PRINCIPAL ABSENCE.....	66
TWENTY-SIX	SUMMER SCHOOL EMPLOYMENT	67
TWENTY-SEVEN	TEACHER EVALUATION	68
TWENTY-EIGHT	GRIEVANCE PROCEDURE.....	72
TWENTY-NINE	PROFESSIONAL GROWTH CREDITS & TUITION REIMBURSEMENT	75
THIRTY	COMPENSATION	79
	30.01 Basic Compensation Schedules	79
	30.02 National Board Certification	82
	30.03 In-Service & Curriculum Compensation.....	82
	30.04 Department Head Stipend and Summer Compensation	82
	30.05 High School Guidance Counselor Additional Extended Time and Summer Compensation ..	82
THIRTY-ONE	CIVIL DISTURBANCES.....	83
THIRTY-TWO	COOPERATING TEACHER.....	84
THIRTY-THREE	S.T.R.S. TAX DEFERRED PLAN	84
THIRTY-FOUR	TRAVEL REIMBURSEMENT	84
THIRTY-FIVE	CLASS SIZE AND TEACHING LOAD	85
THIRTY-SIX	RELEASED TIME FOR PARTICIPATION ON DISTRICT-WIDE COMMITTEES.....	86
THIRTY-SEVEN	AIDES	86
THIRTY-EIGHT	TUTORS	87

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
THIRTY-NINE	COVERAGE FOR ABSENT STAFF MEMBERS.....	89
FORTY	DRUG FREE WORKPLACE	89
FORTY-ONE	DISTANCE LEARNING AND ONLINE CLASSES	92
FORTY-TWO	DURATION, NEGOTIATIONS AND IMPLENTATION...	94
APPENDICES TABLE		96
APPENDIX A	APPLICATION FOR SICK LEAVE	97
APPENDIX B	APPLICATION FOR PERSONAL LEAVE.....	98
APPENDIX C	APPLICATION FOR FUNERAL LEAVE.....	100
APPENDIX D	APPLICATION FOR SEVERANCE PAY	101
APPENDIX E	MENTOR TEACHER PROGRAM-GUIDELINES	102
APPENDIX F	SALARY SCHEDULES	106
APPENDIX G	EXPLANATION OF SALARY SCHEDULES	108
APPENDIX H	SUPPLEMENTAL DUTY STIPENDS	109
APPENDIX I	GRIEVANCE FORMS.....	115
APPENDIX J	2011-12 SCHOOL CALENDAR	116
APPENDIX K	TEACHER EVALUATION PROGRAM.....	117
APPENDIX L	WITHDRAWAL OF REQUEST FOR CONTINUING CONTRACT, WAIVER AND ACCEPTANCE OF ONE YEAR LIMITED CONTRACT.....	121

MEMORANDA OF UNDERSTANDING TABLE.....	122
HEALTH INSURANCE PLAN.....	123
DENTAL INSURANCE PLAN.....	133
SPECIAL EDUCATION.....	136
INDEX.....	140

AGREEMENT

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF THE CENTERVILLE SCHOOL DISTRICT, hereinafter referred to as the "BOARD" and the CENTERVILLE CLASSROOM TEACHERS' ASSOCIATION, hereinafter referred to as the "ASSOCIATION."

ARTICLE ONE - RECOGNITION AND TEACHER REPRESENTATION

- 1.01 The BOARD recognizes the ASSOCIATION as the exclusive collective bargaining representative of the Teaching Staff employed by the BOARD in the bargaining unit set forth in Section 1.02.

- 1.02 As used in this AGREEMENT, the term "Teaching Staff" is defined as, and the bargaining unit covered by this AGREEMENT is defined as: all certificated/licensed personnel employed by the BOARD including learning disabled, developmentally disabled, speech and hearing tutors or other certificated/licensed Staff classified as regular tutors (as opposed to casual tutors) who perform their services within Centerville City School District buildings, but excluding the Superintendent, Associate Superintendent, Directors, Coordinators, Supervisors, Athletic Director, Assistant Athletic Director, School Attendance and Family Resource Teacher, Unit Principals, Principals and Assistant Principals, Psychologists and Intern Psychologists, Hourly Paid Certificated/Licensed Staff (except the learning disabled, developmentally disabled, speech and hearing tutors and other regular tutors referenced as being included), all others for whom certification/licensure in supervision, pupil personnel, or administration is required by the State of Ohio, and all certificated/licensed personnel employed by the BOARD who do not perform their duties with respect to pupils' attending schools operated and controlled by the BOARD (e.g., Miami Valley School, Incarnation School); also, excluded from the bargaining unit shall be all Substitute Teachers, Educational Aides, and all noncertificated classified employees such as, but not limited to, custodians and maintenance employees, student nutrition employees, bus drivers, secretaries, and all other employees for whom teaching certification/licensure is not a requirement under Ohio law.

- 1.03 Recognition of the ASSOCIATION as the exclusive professional representative shall entitle the ASSOCIATION these exclusive privileges:
 - A. The privilege to post official ASSOCIATION bulletins on existing faculty bulletin boards in faculty lounges or areas reserved for faculty use in school buildings.

- B. The privilege to make announcements with regard to ASSOCIATION business at regular faculty meetings; provided, however, such announcements should be made after the regular items on the agenda for such meeting are concluded.
 - C. The privilege to use BOARD owned copiers and/or reproduction machines in the various school buildings; provided, however, such machines shall not be operated by Teaching Staff Members at times which will interfere with their normal teaching duties.
 - D. The privilege of payroll deduction of ASSOCIATION dues and fees at no cost to the ASSOCIATION or individual Members in accordance with ARTICLE FIFTEEN, Section 15.03, of this AGREEMENT.
 - E. The privilege to use school building facilities for ASSOCIATION meetings; provided, however, the conditions for such use shall be set forth in the Use of Building policy of the BOARD in effect at the commencement of this AGREEMENT. In accordance with the Use of Building policy the ASSOCIATION shall be given priority one status.
 - F. The privilege to participate in a cooperative manner with the Administration in the new Teaching Staff Members' orientation program.
- 1.04 In accordance with and as limited by applicable law, the ASSOCIATION agrees to represent all Teaching Staff Members in the bargaining unit without regard to race, color, creed, sex, age, national origin, handicap, or Membership or non-Membership in the ASSOCIATION.
- 1.05 A representative of the ASSOCIATION will be permitted to provide input to the BOARD during public meetings of the BOARD on any subject on the BOARD agenda for such meeting. If the ASSOCIATION desires to have a matter placed on the agenda of any BOARD meeting held in public, the ASSOCIATION will notify the Superintendent at least six (6) days in advance of the BOARD meeting of its desire to do so, indicating the subject which it desires to discuss with the BOARD.
- 1.06 The Administration will make available to all Teaching Staff Members a directory listing the names, addresses, phone numbers and job assignments on record of all employees of the BOARD. The target date for the availability of this directory will be October 15th of each school year.
- 1.07 Bargaining between the ASSOCIATION and the BOARD shall be for all purposes as specified below:

- A. At any time during the negotiations for a successor agreement, but not sooner than forty-five (45) days prior to the expiration of the Agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediation to assist in resolving the remaining issues.
- B. Provided the Agreement has expired, no successor Agreement has been ratified, and provided that mediation has been utilized, the Association may serve notice and carry out a strike in accordance with Ohio Revised Code 4117.
- C. The parties agree that this procedure shall serve as their mutually agreed dispute resolution procedure and shall supersede the dispute resolution procedure found in Ohio Revised Code 4117.14.

1.08 The ASSOCIATION shall also be recognized as the representative of the Teaching Staff for the purposes of providing input to and communication with the BOARD and the Administration concerning BOARD policies and/or Administration procedures which are not contained in the negotiated AGREEMENT; provided however, except as set forth in paragraphs A, B and C below, nothing in this AGREEMENT shall restrict or preclude the BOARD and/or the Administration from changing or adopting any policy or procedure or teaching condition at any time except that such action by the BOARD and/or the Administration shall not affect in any way the terms of this AGREEMENT.

- A. The representatives of the BOARD and the representatives of the ASSOCIATION shall meet periodically at the request of either party at mutually convenient times to discuss matters of mutual concerns which may include matters involving clarification of BOARD policies and Administrative rules and regulations and contemplated amendments, deletions, modifications, or other changes in BOARD policies or Administrative rules and regulations which affect and/or involve Teaching Staff Members. The purpose of such meeting shall be to provide a vehicle of communication between the BOARD, the Administration, and the ASSOCIATION.
- B. In the event either the BOARD or the ASSOCIATION desires such a meeting, notice of such must be served by the party requesting such a meeting at least seven (7) days before the date of the meeting, indicating the subject matter which will be presented for discussion during the meeting.

- C. Matters which may be properly processed under the Grievance Procedure set forth in this AGREEMENT will not be considered proper subjects to be raised under this procedure.
- D. In the event any amendments, deletions, modifications or other changes in any existing BOARD policy of administrative rule, regulation or policy which affects Teaching Staff Members is under consideration, before such amendment, deletion, modification or other change is made, the BOARD and/or the Administration, whichever is applicable, will notify the ASSOCIATION, in writing, of such contemplated amendments, deletions, modifications, or other changes and, thereafter, review and discuss such contemplated amendments, deletions, modifications or other changes with the representatives of the ASSOCIATION as provided in Section 1.08B. Such review and discussion shall take place before such amendments, deletions, modifications or other changes are adopted. While it is desirable to obtain the agreement of the ASSOCIATION to such amendments, deletions, modifications or other changes before they are adopted, it is recognized to be the prerogative of the BOARD and/or the Administration, whichever is applicable, to make such amendments, deletions, modifications or other changes; provided, however, such amendments, deletions, modifications or other changes will not change the provisions of this AGREEMENT. If such agreement cannot be secured, the decision of the BOARD and/or the administration, whichever is applicable, with respect to the amendments, deletions, modifications or other changes made shall be final.
- E. Discussion and Resolution Committee

A committee shall be established as an aid to communications between the parties to this AGREEMENT. The Membership of this committee shall be the Superintendent (or designee) and a maximum of nine (9) other persons appointed by the Superintendent, and the President of the CCTA (or designee) and a maximum of nine (9) additional persons selected by the CCTA. Resource persons may be invited to meetings for the purpose of giving necessary information.

The Committee shall meet regularly, once each month, except that meetings may be added or cancelled by mutual agreement of the Superintendent and the President of CCTA. Prioritized agenda items will be mutually developed by the Superintendent and the CCTA President. The party submitting an agenda item should provide a brief focus statement for the item. The parties are committed to utilize Interest Based principles for

problem solving. Each January the Committee will decide upon common training issues. This training will occur before the start of the school year.

The Committee shall attempt to resolve any problems, general or specific, which may have system-wide implications and which are brought before the Committee by either the Superintendent or the President of the CCTA. The Committee will encourage problem solving at the lowest possible level.

If state or federal legislative action impacts wages and/or working conditions, the parties will bargain about such issues. If agreement cannot be reached, unresolved issues will be subject to the dispute resolution provisions of this agreement.

F. Joint Administration/Association Groups

1. Inclusion and Special Needs Group

A joint Administration/Association inclusion and special needs group will be charged with assessing and revising as needed, the plan for implementing services for students with special needs into the Centerville City Schools. These revisions will then be reviewed by the Discussion and Resolution Committee. The inclusion and special needs group will meet in March, June and October of each year.

2. Gifted Students Group

A joint Administration/Association gifted students group will be formed to develop guidelines for implementing services for gifted students in Centerville City Schools. These guidelines will be reviewed by the Discussion and Resolution Committee on an annual basis.

3. Integrated Arts Group

A joint Administration/Association integrated arts group will meet at least three (3) times a year to collaboratively discuss scheduling and other issues of concerns. At least one of these meetings will coincide with the elementary parent-teacher conference day(s).

1.09 The BOARD recognizes that the ASSOCIATION performs a valuable service for the certificated/licensed Staff in the Unit defined in Section 1.02 The BOARD,

therefore, encourages all Teaching Staff Members to become Members of the ASSOCIATION and active participants in the activities of the ASSOCIATION.

1.10 The ASSOCIATION as determined by the President of the ASSOCIATION shall be granted a maximum of twelve (12) professional days through ARTICLE TWO each school year for the purpose of attending professional meetings, such as, the National, Ohio and Western Ohio Education Association meetings that cannot be attended after school hours.

1.11 The President of the ASSOCIATION shall be granted the following in order to perform Association business:

- A. The Board shall release the President of the ASSOCIATION one half day per week at no cost to the ASSOCIATION.
- B. The President of the ASSOCIATION will not be assigned any non-instructional duties.
- C. The President of the ASSOCIATION shall be granted a maximum of five (5) additional association days annually. The President shall notify the Superintendent by filing a professional leave form.

1.12 Fair Share Fee

- A. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the terms of this AGREEMENT. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 or each year during the term of this AGREEMENT for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

Sixty (60) days' employment in a bargaining unit position; or January 15th.

- C. The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- D. The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for who all such fair share fee deductions were made, the period covered, and the amount deducted for each.
- E. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(c) of the Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and federal laws and the Constitution of the United States and the State of Ohio.
- F. Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
- G. The Association shall indemnify and save the Board harmless against claims that may arise out of or by reason of actions taken or not by the Board or Association as a result of either party's efforts to comply with the fair share fee provision and procedures established above. The only exception to this hold harmless provision is that the Association shall not indemnify and save the Board harmless from such a claim if it is established via this Negotiated Agreement's grievance procedure that the Board or its agents acted in neglect or violation of the fair share fee provision and procedures established above.

ARTICLE TWO - PROFESSIONAL MEETINGS AND COMMITTEES

2.01 The BOARD recognizes that professional meetings are important to the growth of all Teaching Staff Members in terms of development of new skills, and the ultimate beneficiaries are the students in the classroom. Therefore, the following procedure shall be followed:

- A. The District's Staff Development Committee is charged with the responsibility of providing professional development opportunities and experiences throughout the school year, particularly through Summer and Winter Institutes. In addition, each building will receive a budget allocation on an annual basis to provide opportunities for teachers, individually or by team, to pursue professional development specific to their needs.
- B. All Teaching Staff Member requests to attend professional meetings during the school day/school year should be submitted to their building principal at least three weeks prior to professional development event. Principals may allocate up to \$200 to defray the cost of the professional development experience, exclusive of the cost for substitute coverage. All requests shall include information about the purpose of the meeting, location, travel cost, registration fees, cost estimates for lodging, food, parking, etc.

2.02 Committees

A. Staff Development Committee

Prior to implementation of newly adopted curriculum and/or technology that involves major change, the district will provide release time and/or paid time for Staff development.

A district Staff development committee is in place to plan Staff development. The committee shall consist of eight (8) teacher representatives selected by CCTA, two (2) per level from elementary, middle school, high school, and two (2) at large, one of which shall be designated co-chair by the President of CCTA, and four (4) administrators selected by the Superintendent, one of which will be designated co-chair by the Superintendent. Teaching Staff Members will be paid an annual supplemental salary stipend of One Thousand Dollars (\$1,000.00), and the teacher co-chair will be paid an annual stipend of One Thousand Five Hundred Dollars (\$1,500.00).

The committee will plan in-service programs on relevant topics to be offered during the school year on Saturday and after school and during the summer recess.

With the addition of Day 187, the following in-service obligation will be in effect:

Grades PreK – 5 teachers – 10 ½ hours

Grades 6 – 8 – teachers – 14 hours

Grades 9 – 12 teachers – 17 ½ hours

In-service obligations may be fulfilled by attending staff development committee sponsored programs offered during the Summer or Winter Institute or by completing an alternative teacher-driven path approved by the Staff Development Committee.

If available, university credit will be offered for in-service workshops to be applied toward Professional Growth. If taken for university credit, a workshop may not be used to meet any part of the in-service obligation.

B. Mentor Teacher Program

The joint, permanent district-wide mentoring committee created by the BOARD and the ASSOCIATION has developed guidelines that will be reviewed, refined, and mutually changed as needed. These guidelines appear in Appendix E of this Agreement.

C. District Evaluation Committee

A District Evaluation Committee is in place and has developed a Teacher Evaluation Program for the District.

The Committee shall consist of a minimum of three (3) Teaching Staff Member representatives selected by CCTA (from elementary, middle, and high schools) and a minimum of three (3) administrators selected by the Superintendent. The Committee shall be co-chaired by the Director of Personnel and a representative designated by the President of CCTA.

The Committee has developed a booklet entitled "Enhancing Professional Practice Exploring Professional Growth" that contains guidelines for the teacher evaluation model. These guidelines will continue to be used to develop the contract language found in Article 27 and in Appendix L. The

Committee will continue to monitor any changes, additions or deletions in the guidelines.

- D. The Centerville City Schools Local Professional Development Committee recommends the granting of licenses for all certified/licensed personnel. This committee operates under the ByLaws approved by CCTA President and Centerville City Schools Superintendent.

The CPDC defines professional development as an ongoing process of job embedded experiences, course work and equivalent activities which contributes to or enhances an educator's professional growth. An educator's Individual Professional Development Plan (IPDP) shall be based on student, individual, building, and district needs and shall be relevant to instruction and/or operation.

The CPDC is an outgrowth of Senate Bill 230, which created licensure for Ohio educators. The Membership of the CPDC shall be comprised of teachers who are part of the bargaining unit, and district administrators.

The CPDC will consist of seven (7) Members:

- (1) Four (4) teachers. Teacher Members shall be chosen by the CCTA according to CCTA adopted election procedures. One teacher will serve as a co-chair and one as recording secretary. All elections will be held no later than May of the year in which a teacher representative's term expires. Teacher representatives shall be: one Elementary teacher, one Middle School teacher, one High School teacher, and one teacher elected at large to serve as the recording secretary.
- (2) Three (3) administrators. Administrative Members shall consist of one (1) principal elected by vote of the other principals and two (2) administrators appointed by the Superintendent: the Assistant Superintendent, and the Director of Personnel (Co-Chair).

Salary for Teacher Members is \$1500 per year and for the recording secretary is \$2000 per year.

ARTICLE THREE - PROFESSIONAL PERSONNEL RECORDS

- 3.01 The State Department of Education requires that certain personnel records be kept up to date and on file for reference at all times. The BOARD agrees that such records shall be maintained on a current basis. These personnel records may include:
- A. Application for employment, including references.
 - B. Copy of latest contract, properly signed.
 - C. Copy of latest salary notice.
 - D. Ohio teaching certificate/license.
 - E. Personal and professional data form.
 - F. Transcript of college credits showing the official record of the degree granted, original or certified copy.
 - G. Record of military service.
 - H. Teacher evaluations.
 - I. Other documentation properly placed in the file.
- 3.02 Teaching Staff Members shall be informed of any complaint by a parent, student, citizen, and/or administrator which is directed toward them if such may become a matter of record. "A matter of record" shall be defined as a written complaint, letter of reprimand, or any document, to be included in the Teaching Staff Member's personnel file, with the exception of the final appraisal form.
- 3.03 A. A Teaching Staff Member shall be notified of the intent of the Administration to place in his/her personnel file (including personnel files maintained by any Building Principal) any material concerning the conduct, performance, character or personality of the Teaching Staff Member, and shall be provided the opportunity to read any such material prior to its being placed in such personnel file. Such opportunity shall be provided at least ten (10) days before such material is placed in the personnel file. The Teaching Staff Member shall acknowledge that he/she has received the material by affixing his signature and the date received to the copy to be filed. If the Teaching Staff Member refuses to sign, such refusal shall be noted on the material and it may be filed. Signature of a Teaching Staff

Member shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the Teaching Staff Member. In the event the material cannot be given to the Teaching Staff Member in person the material may be mailed via certified mail, return receipt requested. The Teaching Staff Member shall also have the opportunity to reply to such critical material in a written statement to be entered in the personnel file. Such reply must be presented to the Building Principal within ten (10) days after the material is received by the Teaching Staff Member, and the Building Principal shall affix his/her signature and the date received thereto, acknowledging that he/she has received the reply. Such signature shall not indicate agreement by the Principal with the content of the reply.

- B. Any Teaching Staff Member has the right to appeal the administrator's decision to the Superintendent, or his/her designee for a review of the matter. Such appeal and subsequent review must be held before the information becomes a matter of record and is placed in the file.

3.04 Any complaints directed toward a Teaching Staff Member by a parent, student or resident of the school district must be submitted in writing to the building principal, if the written complaint is to become a matter of record. The Principal shall give a copy to the teacher. The following procedure shall then be followed in the interest of resolving such complaints:

- A. If requested by the Teaching Staff Member, a meeting between the complainant, complainant's parent(s) if complainant is a student, appropriate administrator, and Teaching Staff Member will be held within ten (10) school days after the request.
- B. If the complaint is unresolved at such meeting, the Teaching Staff Member may request a meeting with the complainant(s) at the next appropriate administrative level. Such meeting shall be held within ten (10) school days of meeting outlined in step A above.
- C. In the event the complainant(s) refuse to attend any meetings/hearings held concerning the complaint, such complaint shall be considered withdrawn and will not be made a matter of record.
- D. All parties may have representatives of their choice present at all levels of this procedure.

- 3.05 A copy of any commendation directed toward a Teaching Staff Member shall be provided to the Teaching Staff Member. If the Teaching Staff Member does not want the commendation placed in his/her personnel file, the appropriate administrator should be notified within ten (10) days.
- 3.06 Anonymous letter(s) or material shall not be placed in Teaching Staff Member's file, nor shall they be made a matter of record.
- 3.07 A Teaching Staff Member shall be entitled to a copy, at his/her expense, of any material in the file, except for material originally supplied to the Administration prior to the employment.
- 3.08 A Teaching Staff Member, who may be accompanied by a personal representative, may periodically review his/her personnel files (including personnel files maintained by the Building Principals). Representative(s) of the Administration shall be present during such review.
- 3.09 Documentation placed in a Teaching Staff Member's personnel file (including any personnel file maintained by a Building Principal) without following the provisions of this ARTICLE shall not be used against a Teaching Staff Member for any purpose. Any material of a complimentary or critical nature which affects a Teaching Staff Member's evaluation, nonrenewal or dismissal shall become the subject of documentation in accordance with the provisions of this ARTICLE.
- 3.10 Items which are part of the official personnel file of a Teaching Staff Member, as defined in Section 3.01 above, and copies of such items which are maintained by Administrators in files outside the offices of the Personnel Department, are considered the property of the Centerville City School System and are not considered the personal property of the Administrator and may not be taken or retained by any Administrator for any reason should such Administrator leave the employ of the Centerville City School System.
- 3.11 Subject to the Public Records Act of Ohio, ORC 149.43, the personnel file referred to in this ARTICLE shall be confidential. The Superintendent or designee will notify a Professional Staff Member of any request from the public to view or copy his/her personnel file under the Public Records Act of Ohio.

ARTICLE FOUR - BUILDING PROCEDURE

- 4.01 The Administration can adopt Rules, Regulations and Procedures provided however, such Rules, Regulations and Procedures shall not be contrary to any specific provision of this AGREEMENT or effect any changes in any provision of this AGREEMENT.

- 4.02 Each Building Principal will provide each Teaching Staff Member assigned to the building with that school's written Rules, Regulations and/or Procedures during the first (1st) week of the school year.
- 4.03 If the Administration determines to adopt any new Rules, Regulations, and/or Procedures, or to change existing Rules, Regulations, and/or Procedures, such new or changed Rules, Regulations, and/or Procedures shall, prior to the time they become effective, be provided in writing to each Teaching Staff Member assigned to the building.

ARTICLE FIVE - FACULTY INVOLVEMENT

- 5.01 Faculty meetings are meetings which involve all Teaching Staff Members assigned to a building, for such purposes as: school business, teacher-pupil relationship, assessment, and/or for any other school-wide purpose identified by the Principal or the Superintendent, or by the Principal in cooperation with the Teaching Staff Members.
- 5.02 The Principal may schedule and require attendance at two (2) regular faculty meetings per month. Additional faculty meetings may be scheduled by the Principal as dictated by extraordinary conditions, and attendance at such meetings may be required. Faculty meetings will be planned so that the anticipated duration of a faculty meeting is not more than forty-five (45) minutes. In the event any meeting extends beyond this forty-five (45) minute target duration, Teaching Staff Members should not leave prior to the end of the meeting unless advance permission to do so has been given by the Building Principal.

Curriculum Meetings

- 5.03 Curriculum meetings will be scheduled by the Director of Curriculum, or designee, and will be held during the teacher work day with release time for the Teaching Staff Members involved in such meetings arranged by the Director of Curriculum, or designee.

Team and Department Meetings

- 5.04 Team or department meetings are meetings which involve all Teaching Staff Members assigned to a particular team or department, as the case may be, within a building.
- 5.05 Team or department meetings will be scheduled and planned by the Team Leader/Department Head in collaboration with a Principal so that the anticipated

length of such meetings does not extend more than forty-five (45) minutes. In the event any meeting extends beyond this forty-five (45) minute target duration, Teaching Staff Members should not leave prior to the end of the meeting unless advance permission to do so has been given by the Building Principal. The reasons for scheduling such meetings should be for the purpose of improving the educational program of the Centerville City Schools. All meetings should be organized and conducted by all participants in such a way so that this purpose is most effectively and expeditiously accomplished. Members of the team/department shall expect to meet monthly or as determined by the team leader/department head in collaboration with a Principal.

Instructional Improvement Committee

- 5.06 Within each school building, there may be an Instructional Improvement Committee or its equivalent. The size of any Committee will be decided by the Teaching Staff Members and the Building Principal no later than September 30th of each school year. The Membership of any Committee will be selected by all of the Teaching Staff Members in the building, utilizing a procedure mutually acceptable to the Principal of the building and the Teaching Staff Members in the building. An effort will be made to assure that all instructional disciplines at the High School and all teams at the Middle and Elementary Schools are represented on a Committee. The first meeting of the Committee should be scheduled by mid-October.
- 5.07 The Instructional Improvement Committee or its equivalent will annually determine the committees needed in each building. All participation on building committees is voluntary.
- 5.08 The function of the Instructional Improvement Committee or its equivalent will be to provide a vehicle for communication between the Teaching Staff Members and the Administration of the building, concerning matters relevant to the building and/or team which are not the subject for a grievance. All action taken by the Committee (with the exception of Article 5.07) is advisory in nature only; however, if a Principal does not accept the recommendation of the Committee, his/her rationale for doing so shall be given to the Committee in writing. Members of the Instructional Improvement Committee or its equivalent shall expect to meet monthly or less as determined by the Committee.
- 5.09 Matters which are properly the subject of a grievance shall not be handled with the Teaching Staff Instructional Improvement Committee or its equivalent, and shall be processed as grievances.

- 5.10 In the event sufficient volunteers to serve on the Instructional Improvement Committee or its equivalent are not secured, the Principal shall have the right to designate individuals to serve on the Committee; however, an effort will be made not to overload any individual with such Committee activities.
- 5.11 The meetings covered in the ARTICLE shall not normally be scheduled or held on the third (3rd) Thursday of each month, the week of open house, the week of curriculum night, the week of end of quarter progress reports, and the week or parent teacher conferences.
- 5.12 Teaching Staff Members are expected to be regular and punctual in their attendance at meetings and to participate in all meetings listed in Article 5. Teaching Staff members shall not expect to be excused from attendance. Participation is expected in such meetings. A teacher may be excused from a particular meeting for reasons satisfactory to the Building Principal; however it is not to be expected. A failure to attend and to participate in required attendance at school meetings may be a matter of record.
- 5.13 Meetings involving state-mandated testing, District informational meetings, high school department head meetings, middle school family meetings, IEP, 504, IAT, evaluation team meetings, student staffing, and like meetings are not to be considered part of Article Five.

ARTICLE SIX - SCHOOL OPEN HOUSE/PARENT ORIENTATION MEETING

- 6.01 The Building Principal at each school may schedule one fall school open house or the fall meeting which is its equivalent per year. A Teaching Staff Member should not expect to be excused from such scheduled open house. Absence from a scheduled open house may, as determined by the Building Principal, be made a matter of record, which will be placed in the Teaching Staff Member's personnel file. Participation in such open house may include, but shall not be limited to, meeting with parents and guardians of students and conducting programs as directed by the Building Principal.
- 6.02 The BOARD and the Superintendent and the ASSOCIATION recognize the need for parent/teacher communication activities during the school year. Voluntary participation in such school sponsored functions is encouraged.
- 6.03 Parent Notification Procedure
- A. Teaching Staff Members will provide the building principal with a parent conference schedule, including names and conference times, no later than the day prior to the conference.

- B. In case of a Teaching Staff Member's absence, the teacher will notify the building principal and the building principal will be responsible for notifying parents of the conference cancellations.
- C. The Teaching Staff Member and the principal will determine if it is practical to make up the conference. If requested by the Teaching Staff Member, a substitute will be scheduled to provide the necessary released time.

ARTICLE SEVEN - SCHOOL CLOSING FOR INCLEMENT WEATHER

- 7.01 In case of hazardous road conditions or severe, inclement weather, as determined by the Superintendent, either the starting of classes may be delayed, or school closed for the day, in either event as determined by the Superintendent.
- 7.02 In the event of a school closing because of inclement weather or hazardous road conditions, Teaching Staff Members will not be required to report for duty unless instructed to do so either individually or as part of a media announcement. It is the responsibility of each Teaching Staff Member to listen for media announcements regarding school closings for the purpose of ascertaining whether Teaching Staff Members are required to report for duty.

ARTICLE EIGHT - SELECTION OF TEACHING STAFF MEMBERS FOR UNIT/DEPARTMENT TEACHING SITUATIONS

- 8.01 The parties agree that it is desirable for Teaching Staff Members in a Unit or Department where a vacancy exists, as defined in ARTICLE NINETEEN, Section 19.01 or in situations when a long term substitute teacher will be employed for over twenty (20) consecutive school days to be afforded an opportunity to provide input to the Building Principal and the Director of Personnel in the screening of applicants for such vacancy.
- 8.02 It is recognized to be the province of the BOARD to determine whether any applicant shall be employed. It is also recognized that it is the province of the Superintendent to make recommendations to the BOARD in this regard. Teaching Staff Members in an affected Unit or Department shall be guaranteed the right to participate in the selection of Teaching Staff Members for such Units or Departments in accordance with the Policy of the BOARD regarding the Recruitment and Selection of Teachers. In lieu of the availability of such Teaching Staff Members in a unit or department, the ASSOCIATION President, past President or Vice-President shall be notified.

- 8.03 In the event the BOARD desires to change the Policy of the BOARD regarding the Recruitment and Selection of Teachers during the term of this AGREEMENT, the provisions of ARTICLE ONE, Section 1.08D shall be applicable.

ARTICLE NINE - SICK LEAVE

9.01 Definitions

- A. Immediate Family The "Immediate Family" includes the father, mother, current spouse, child, brother, sister, grandparents, grandchildren, stepparent, stepchild, and in-laws bearing any of these relationships, and any other person who is a permanent resident of the household of the Teaching Staff Member.
- B. Other Relative "Other Relatives" include uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships.
- C. Regular Earnings The per diem compensation received by a Teaching Staff Member, excluding supplemental and extended time compensation, while working on the regular school day assignment.

9.02 Sick Leave

- A. A regular Teaching Staff Member is entitled to an accumulation of one and one-quarter (1 ¼) days of sick leave with pay for each calendar month of the year employed, whether or not school is in session. This will be a total of fifteen (15) days per year.
- B. Each new regular Teaching Staff Member of the Centerville City School District shall be credited with five (5) days which may be used as sick leave at the beginning of the school year. After four (4) months of continuous employment, an additional one and one-quarter (1 ¼) days will be credited to accumulative sick leave for each completed month of employment.
- C. The total unused portion of the annual sick leave allowance shall be permitted to accumulate to an unlimited maximum total accumulation.
1. No Teaching Staff Member shall forfeit accumulated sick leave days during approved leaves of absence. Sick leave accumulation prior to a leave of absence shall be credited upon return.
 2. No Teaching Staff Member will be granted additional sick leave during a leave of absence.

3. Upon request a Teaching Staff Member leaving the employment of the Centerville City School District will be furnished with an accumulated sick leave letter.
 4. A Teaching Staff Member who transfers from the service of any public agency in the State of Ohio to that of Centerville City School District shall be credited with the unused balance of his accumulated sick leave to the maximum days total accumulation allowed.
 5. Part-time teachers shall be granted sick leave for the time actually worked, at the same rate as that granted full-time Teaching Staff Members.
- D. Annual and accumulated sick leave days may be used for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury in the Teaching Staff Member's immediate family or death in the Teaching Staff Member's immediate family, or death of other relatives. (Also see Article 11.04 – Funeral Leave)
- E. A form shall be provided by the Teaching Staff Member's immediate supervisor for the use of sick leave (See Appendix A.)
- F. If schools are closed by action of the Superintendent during a sick leave period, the Teaching Staff Member shall not be charged with a sick leave day.
- G. A Teaching Staff Member who has sick leave absences greater than his/her total accumulated sick leave, shall automatically be granted an advancement of sick leave, but shall not owe the School District more than five (5) days at any one time during the school year. If the Teaching Staff Member should subsequently resign, be placed on a leave of absence or become deceased before the advancement of used sick leave has been earned, such unearned leave days shall be deducted from the adjusted final pay or claim shall be made to the estate of the deceased Teaching Staff Member.
- H. In the event the sick leave absence is for over twenty (20) but less than sixty (60) consecutive school days, three (3) days notice of intent to return must be given. In the event the sick leave absence is for over sixty (60) consecutive school days, at least one (1) weeks' notice of intent to return must be given; provided, however, if the Teaching Staff Member intends to

return at the commencement of a school calendar year, notice of such intent must be given no later than August 1 preceding the date of return.

- I. A Teaching Staff Member returning to active working status following any absence from work due to sick leave shall be:
 1. Returned to the position held prior to the absence if the absence is for not more than sixty (60) consecutive school days.
 2. Returned to a position with status comparable (excluding supplemental contract status) to that held before the absence if the absence was for more than sixty (60) consecutive school days; provided, however, that if organizational problems require it, the Teaching Staff Member may be assigned to any other position for which he or she is qualified.

9.03 Sick Leave Bank

- A. Effective with the 1992-1993 school year, a Sick Leave Bank shall exist as follows:

The purpose of the Sick Leave Bank is to provide paid days for serious personal illness or family illness to contributors to the Bank who have exhausted their accumulated sick days and who are experiencing prolonged personal or family illness. Allotments will be limited to participating employees for use only in cases of illness, injury or nonelective surgery occurring under unusual, severe or emergency conditions as determined by the Sick Leave Bank Committee (SBC).

Members may enroll in the Sick Leave Bank during the month of September of each school year.

Upon enrollment, a Member shall contribute one (1) of his/her accumulated sick days to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

Enrollment in the Sick Leave Bank shall be continuous from year to year until a Member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the Member to the SBC of his/her intent to withdraw.

1. Sick Leave Bank Committee shall be composed as follows:

- a. The Superintendent or his designee.
- b. Three Members appointed by the CCTA President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank Members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer. Decisions of the SBC are final.

The SBC shall review the operation of the Sick Leave Bank annually, and shall make recommendations, if necessary, for modifications of the plan to the negotiating teams of the ASSOCIATION and the BOARD.

2. General Procedures

- a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.
- b. Allotments will be limited to use from personal illness and serious illness in the immediate family. A doctor's statement is required with the application in order for the request to be considered.
- c. An application will be considered only after a Member has used all of his/her accumulated sick days and available sick day advances.
- d. Each illness will be treated as a separate application, as determined by the SBC.
- e. Days allotted from the Sick Leave Bank will be paid at 100% of the Member's daily rate of pay.
- f. Once qualified to receive an allotment from the Bank, the maximum number of days a Member may receive from the Sick Leave Bank shall not exceed 187 days during his/her career with the district. The 187-day maximum applies to

self, current spouse, child, and stepchild. No more than 45 of the 187 days shall apply to the following "Immediate Family" Members: father, mother, brother, sister, grandparents, grandchildren, step-parent, in-laws bearing any of these relationships, and any other person who is a permanent resident of the household of the Teaching Staff Member.

- g. Allotments from the Sick Leave Bank shall commence on the sixth consecutive day of absence for which a Member has no accumulated sick days and shall be renewed, upon request from the Member and approval of the SBC, each ten (10)-day-payroll period. The Committee, at its discretion, may extend the ten (10)-day-payroll period to thirty (30)-payroll-period days.
- h. The SBC may require a Member to apply for STRS disability as a condition of approval or for continuance of approval.
- i. Allotments from the Sick Leave Bank will be made only for absences under a Member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a Member with a full-time contract.
- j. Days may not be received from the Bank for absences due to child birth (natural or caesarian section). Utilization of the Sick Leave Bank for complications arising from pregnancy or child birth may be authorized by the SBC.
- k. Days may not be received from the Bank for absences due to disabilities which qualify the Member for Workers Compensation personal benefits, unless the Member has exhausted all such benefits and his/her own accumulated sick days.
- l. Whenever the total number of available days in the Sick Leave Bank falls below thirty (30), the SBC will require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

ARTICLE TEN - DISABILITY ABSENCE

10.01 Disability Leave

- A. A leave of absence without pay due to personal ill health or disability which prevents the Teaching Staff Member from performing normal teaching duties due to sickness, illness, accident, or personal maternity (includes the state of being pregnant, miscarriage, abortion, childbirth, and the recovery there from), or due to the ill health or disability of a Member of the Teaching Staff Member's direct family (parents, current spouse, or child) shall be granted. An application for such leave must be filed with the Superintendent or designee, accompanied by a statement from the attending physician stating that the leave of absence is required, the nature of the disability from performing work, and the probable length of the disability. As permitted by Section 3319.141, Ohio Revised Code, the Teaching Staff Member may use his/her accrued and unused sick leave or unpaid disability leave, or any combination thereof.

- B. Disability leave shall be granted for the length of time necessary to satisfy the period of disability, but in no event for more than two (2) school years (except as provided in O.R.C. 3307.44) in accordance with the application filed by the Teaching Staff Member and the statement of the attending physician. An earlier termination of the leave shall be granted provided two (2) weeks' notice is given to the Director of Personnel. Any request for extension of leave for disability must be accompanied by a physician's statement as described in Section 10.01A above.

- C. If granted a leave of absence for personal illness or disability based on a physician's statement, a medical release authorized by the attending physician shall be considered one of the conditions for returning to active duty.

10.02 Disability Retirement

In accordance with Ohio Revised Code 3307.44, a Teaching Staff Member who qualifies as a disability retirement under the State Teachers' Retirement System who was under contract at the time disability retirement was granted by the State Teacher's Retirement System who has not resigned is deemed to be on leave of absence during the first five (5) years while on disability retirement. If disability retirement is terminated by the State Teachers' Retirement Board within this five (5) year period, the Teaching Staff Member is entitled to be reinstated to active employment status by the first (1st) day of the next succeeding school year in his/her previous position and salary or to a position and salary similar thereto.

ARTICLE ELEVEN - TEACHING STAFF MEMBER ABSENCE

11.01 Attendance at Professional Conferences

Teaching Staff Members may attend professional conferences provided for in ARTICLE TWO of this AGREEMENT.

11.02 Visiting Days

- A. A Teaching Staff Member, who submits a written request to do so, may, with the approval of the Director of Personnel be authorized to be absent from assigned teaching duties without loss of pay, for the purpose of visitation of other school buildings within the Centerville City School System.
- B. A Teaching Staff Member, who submits a written request to do so, may, with the approval of the Director of Personnel with the written approval (on a form provided by the Administration), in advance, of the Principal of the school involved, be authorized to be absent from assigned teaching duties without loss of pay, for the purpose of visitation of school buildings in other school districts, or for the purpose of visitation of school buildings operated by private schools.
- C. If a substitute is needed, an effort shall be made by the Administration to secure a substitute for the Teaching Staff Members visiting other schools as provided in 11.02(A) and (B).

11.03 Personal Leave

- A. Three (3) work days of personal leave with no loss of compensation are available to each Teaching Staff Member during each school calendar year. In the event that any of these days are not utilized during a school calendar year they will be credited to the Teaching Staff Member's sick leave balance.
- B. A form shall be provided by the Teaching Staff Member's immediate supervisor for use of Personal Leave. (See Appendix B).
- C. Personal leave shall not be taken on:
 - 1. The first ten (10) days of the school year;
 - 2. The last student day of the school year

3. A day that school is closed for a professional conference;
4. School days preceding or following a school holiday or vacation;
5. Following a day that school is closed for a professional conference (exclusive of parent/teacher conference days);
6. The Mondays and Fridays after April 30th.

Exceptions to 1-6 above include:

1. Extreme extenuating circumstances, as determined by the Director of Human Resources;
2. An emergency, defined as a very unusual and critical combination of circumstances which demand immediate action and cannot be preplanned.

D. The following procedure shall be used:

1. The personal leave form shall be completed and signed by the Teaching Staff Member at least five (5) work days prior to the leave and submitted to the Supervisor or Principal.
2. The Principal or Supervisor shall sign the form and forward it to the Human Resources Director. The Principal or Supervisor shall arrange for a substitute if appropriate.
3. The Director of Human Resources shall review these forms and notify the Teaching Staff Member and Supervisor or Principal immediately if some problem exists relative to 11.03C. If the Teaching Staff Member and supervisor are not contacted, approval can be assumed.
4. If the occasion should arise where five (5) work days' notice is not possible, approval may be granted by telephone with submission of the personal leave form as soon as is reasonable.
5. It is the responsibility of each Teaching Staff Member to record the number of personal leave days used each school year.

11.04 Funeral Leave

A maximum of two (2) days of funeral leave not chargeable to sick leave will be granted to Teaching Staff Members for making necessary arrangements, travel to and from, and attendance at the funeral of an immediate family member as defined in Article 9.01 A. For the funeral of

persons not defined as immediate family, Teaching Staff Members may utilize two (2) days of sick leave. A form shall be provided by the Teaching Staff Member's immediate supervisor for the use of sick leave. (See Appendix C) for funeral leave form.

11.05 Appearance in Court

A. Absence in response to subpoena or jury summons:

1. A Teaching Staff Member who is not party to a court case or administrative hearing who is subpoenaed to appear in a court or administrative hearing during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance with the subpoena, provided the Teaching Staff Member meets the following:
 - a. Notifies the Building Principal of the building to which the Teaching Staff Member is assigned within two (2) days after receipt of a subpoena of its issuance.
 - b. Submits a statement signed by the Teaching Staff Member to the Treasurer stating:
 - (1) The date(s) and time in attendance at the proceeding.
 - (2) The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
 - c. The amount of any witness fee or other compensation, except that which is paid specifically for expenses incurred by reason of the subpoena, must be remitted by the Teaching Staff Member to the office of the Treasurer before the end of the pay period in which the absence occurred or the pay period in which such monies are received, whichever is the later. Adherence to this regulation will result in no loss of salary. If this regulation is not followed, the absence will be deemed non-paid leave absence, and any overpayment to the Teaching Staff Member may be withheld from the Teaching Staff Member's next paycheck.

B. Absence in response to jury duty demand:

1. A Teaching Staff Member who is summoned for jury duty during normal teaching hours will be granted a leave of absence from normal teaching duties to permit compliance with the summons, provided the Teaching Staff Member meets the following:
 - a. Notifies his/her Building Principal of such fact within two (2) days of receipt of the jury summons.
 - b. Submits a statement signed by the Teaching Staff Member to the Treasurer stating:
 - (1) The date(s) and time in attendance at the proceeding.
 - (2) The actual amount of compensation which was received as a result of the appearance or, if no compensation was received, a statement so stating.
 - c. The amount of compensation, except that which is paid specifically for expenses incurred by reason of the summons, must be remitted by the Teaching Staff Member to the office of the Treasurer before the end of the pay period in which the absence occurred or the pay period in which such monies are received, whichever is the later. Adherence to this regulation will result in no loss of salary. If this regulation is not followed the absence will be deemed non-paid leave of absence, and any overpayment to the Teaching Staff Member may be withheld from the Teaching Staff Member's next paycheck.
- C. Neither the BOARD nor its representatives and/or agents shall cause a Teaching Staff Member's name to be removed from any list to appear in court, nor interfere with that Teaching Staff Member's constitutional right to perform such duty.

11.06 Leaves of Absence General Provisions

- A. The following general provisions shall be applicable to all leaves of absence, compensated or non-compensated, granted under this ARTICLE unless the specific language in the section of this ARTICLE relating to such leave of absence contains contrary provisions.

All Teaching Staff Members are encouraged to confer with the Director of Personnel before submitting a written application for a leave for the purpose of reviewing the appropriate leave provisions.

1. With the exception of military leave, a Teaching Staff Member may neither request nor be granted a leave of absence from the Centerville City Schools if he/she will be otherwise employed or becomes employed during the time of such leave of absence, unless such employment is approved in advance of its acceptance by the Superintendent. Evidence of such concurrent employment shall be grounds for immediate termination of such leave.
2. Request for such leaves must be submitted in writing. Failure to meet the specified conditions for which a leave has been granted will be grounds for termination of the leave. A person returning from leave of absence without pay will be placed on the salary step held prior to the leave if the leave commences during a school year, unless otherwise stated in this AGREEMENT, or will be placed on the next salary step to the salary step held prior to the leave if the leave commences after completion of a year of teaching credit one hundred twenty (120) days but prior to the commencement of the next school year, unless otherwise stated in this AGREEMENT.
3. In the event the leave of a Teaching Staff Member is terminated, the Teaching Staff Member must return to active teaching status in the next opening in an available position for which the Teaching Staff Member is certificated/licensed. Such a Teaching Staff Member may be recalled to a position as a substitute teacher under a regular teaching contract if such a substitute position, may in the opinion of the Superintendent, evolve into a regular teaching position for the remainder of the school year.
4. Teaching Staff Members shall have the right to return to active teaching status only at the expiration of the leave. No early termination of the leave shall be permitted without the specific approval of the Superintendent. All Teaching Staff Members returning from a leave of absence granted under this ARTICLE must either: (a) give written notice to the Director of Personnel of their intent to return to work prior to the March 30th of the calendar year in which the leave expires, or (b) give written notice to the Director of Personnel of their desire to return to work if any early return from the leave is desired, such notification to be served at least thirty (30) days prior to the date the Teaching Staff Member desires to return to

active working status. Requests for an early return will be honored only in the event a position is or becomes available for which the Teaching Staff Member is certified and qualified. If no such position becomes available the return of the Teaching Staff Member will not take place prior to the scheduled end of the leave of absence. In the event such notice is not received, the Teaching Staff Member shall be deemed to have resigned.

5. Except as provided in Article 11.06 A.3 above, a Teaching Staff Member returning to active working status following any leave of absence shall be: (a) returned to the position held prior to the absence if the absence is for not more than sixty (60) consecutive school days, or (b) returned to a position with status comparable (excluding supplemental contract status) to that held before the absence if the absence was for more than sixty (60) consecutive school days; provided, however, if organizational problems require it, the Teaching Staff Member may be assigned to any other position for which he or she is qualified.
6. Unless otherwise stated in this ARTICLE, all leaves of absence shall be granted in either semester or school calendar year increments. In no event shall the total continuous period of time off due to any leave of absence or combination of leaves of absence, excluding sick leave, be for longer than two (2) full school calendar years, if the leave commences at the start of a school calendar year, or extends into the third school calendar year after the school calendar year in which the leave commenced, if the leave commences during a school calendar year.
7. Teaching Staff Members returning from leaves of absence pursuant to Sections 11.06, 11.08, 11.09, 11.10 and 11.13 shall be obligated to remain in active teaching status for the amount of time equal to the length of their recently completed leave of absence before being again eligible to apply for any other leave of absence except a disability leave of absence.

11.07 Child Care Leave

- A. A leave of absence without pay for the care of a child (natural born or adopted) will be granted to a Teaching Staff Member who has completed three (3) continuous and complete years of service in the Centerville City Schools and has been granted a contract for the fourth (4th) consecutive year and who requests the leave for postnatal care of a child up to the age of

one (1) year. In the case of an adopted child, this age level shall be increased to the child's age at the time of adoption plus one (1) year or up to the age of six (6) years which ever is the lesser age.

- B. Child care leave shall be granted in either semester or school calendar year increments only; provided, however, the initial granting of the leave may occur any time during a school calendar year, but in no event shall the total period of time off work due to child care leave, disability leave or sick leave combined permit the Teaching Staff Member to be off for more than one (1) full school calendar year after the school calendar year in which the child was delivered or adopted.
- C. All Teaching Staff Members returning from a child care leave must either:
 - (a) give written notice to the Director of Personnel of their intent to return to work prior to the March 30th calendar year in which the leave expires or
 - (b) give written notice to the Director of Personnel of their desire to return to work if an early return from the leave is desired, such notification to be served at least thirty (30) days prior to the date the Teaching Staff Member desires to return to active working status. Request for an early return will be honored only in the event a position is or becomes available for which the Teaching Staff Member is certified and qualified. If no such position becomes available the return of the Teaching Staff Member will not take place prior to the scheduled end of the leave of absence. In the event such notice is not received, the Teaching Staff Member shall be deemed to have resigned.

11.08 Family Care Leave

A Teaching Staff Member who has completed three (3) years of full time employment with the Centerville City Schools and has been granted a contract for the fourth (4th) year may be granted a leave of absence from full time employment to assume a vacant part-time position. Such leave will be granted for the care of a family member.

A Family Care Leave of Absence will be approved on an annual basis and will be for a maximum of two (2) years. Disputes over the granting of this leave shall be resolved by the Superintendent and his/her decision is final. This leave cannot be used to extend any other leave outlined in the Agreement.

Employment in a part-time position will be in accordance with that job description and at that rate of pay. Examples of such part-time positions are: Tutors, Proficiency Intervention teachers and Substitute teachers.

Return to full time employment upon the expiration of the Family Care Leave of Absence shall be in accordance with Article 11.05.

11.09 Military Leave

- A. In accordance with the provisions of Section 3319.14, Revised Code of Ohio, military leave of absence will be granted to any eligible Teaching Staff Member who is drafted or recalled to active duty with any branch of the Armed Services of the United States.
- B. A Teaching Staff Member returning from military service will be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service in accordance with Section 3319.14 of the Ohio Revised Code.
- C. Voluntary reenlistment immediately terminates military leave granted by the BOARD.

11.10 Leave of Absence for Study or Research

A. Eligibility

Any Teaching Staff Member who has completed three (3) complete years of service in the Centerville City Schools, and who has been granted a contract for the fourth (4th) year of service, may, at the sole discretion of the BOARD, be granted a leave of absence without pay for study or research for a full school calendar year.

- B. Leave for professional study will be granted only in units of full school calendar years.

C. Application for Leave

All applications for study or research leave shall be submitted in writing by May 15th of the school year, prior to the beginning of such requested leave for approval to the Superintendent before being submitted to the BOARD. The application for such leave shall outline the program of study or research to be pursued which in general shall include a full college load or its equivalent and shall show clearly how such study will contribute directly to improve classroom instruction or improved professional service.

D. Reinstatement

All Teaching Staff Members returning from a leave of absence for study or research must either: (a) give written notice to the Director of Personnel of their intent to return to work prior to March 30th of the calendar year in which the leave expires or (b) give written notice to the Director of Personnel of their desire to return to work if an early return from the leave is desired, such notification to be served at least thirty (30) days prior to the date the Teaching Staff Member desires to return to active working status. Requests for an early return will be honored only in the event a position is or becomes available for which the Teaching Staff Member is certified and qualified. If no such position becomes available the return of the Teaching Staff Member will not take place prior to the scheduled end of the leave of absence. In the event such notice is not received, the Teaching Staff Member shall be deemed to have resigned.

E. Credit on Salary Schedule

Upon the recommendation of the Superintendent, credit on the salary schedule may be granted for time spent in approved study and research.

11.11 Political Leave

- A. A Teaching Staff Member has the right to become a candidate for public office and to serve in such elective office unless there is specific legal prohibition.
- B. A leave of absence without pay in order to serve in one term of public office will be granted. Notwithstanding the provisions of Section 11.01, such leave of absence shall terminate with the commencement of the school calendar year immediately after the term of office of the public office; provided, however, the Teaching Staff Member must no later than March 30th before the commencement of the school calendar year he/she desires to return to teaching in the Centerville City Schools, notify the Director of Personnel of his/her desire to return to teaching as a condition of being eligible to return to active employment. In the event such notice is not received the Teaching Staff Member shall be deemed to have resigned.

11.12 National and State Officers Leave

- A. Upon request of the ASSOCIATION, a Teaching Staff Member who has completed three (3) years of full-time employment with the Centerville Board of Education, who is elected to a state or national office of an affiliated professional organization will be granted a leave of absence.

- B. Such leave will be granted only in units of a full school calendar year and shall not exceed two (2) school calendar years.

11.13 Sabbatical Leave

- A. A Teaching Staff Member who has completed five (5) years of full time employment with the Centerville Board of Education, at the discretion of the BOARD and the Superintendent may be entitled to the taking of a sabbatical leave of absence for a period not to exceed one (1) school year. Sabbatical leave shall be granted only in units of a full semester or a full school year.
- B. All sabbatical leaves are to be granted for the purpose of permitting study by the certificated/licensed Teaching Staff Member which will benefit the pupils of the District.
- C. All applications for sabbatical leave shall be submitted for approval through to the Superintendent prior to being submitted to the BOARD. The application must specify the nature and purpose of the leave of absence and the plan for professional growth on the part of the Teaching Staff Member.
- D. Not more than five percent (5%) of the total Teaching Staff Members of the School District may be on sabbatical leave at the same time. Leaves will not be granted unless a satisfactory substitute or replacement teacher is available.
- E. Teaching Staff Members on a one year sabbatical leave shall receive as compensation the difference between the salary they would have received in continued regular service and the following:

<u>Years of Experience</u>	<u>Computation Basis</u>
5-10 years	BA 0 Step
11 years or more	BA 3rd Step

The selection and employment of the replacement shall be the exclusive prerogative of the BOARD.

- F. Teaching Staff Members participating in the sabbatical leave program will submit a written report of their professional activities upon their return.

- G. The compensation shall be paid to the certificated/licensed Teaching Staff Member on sabbatical leave in the same manner as if the Teaching Staff Member were teaching in the District.
- H. In order that a satisfactory substitute may be employed, it is recommended that the application for sabbatical leave be filed in the office of the Director of Personnel by February 10th of the school year prior to the school year in which the sabbatical leave is to be taken. Applications filed later than the regular March meeting of the BOARD may be denied consideration on that ground alone.
- I. All contract year sabbatical leaves are to start with the fall semester.
- J. The BOARD OF EDUCATION of the School District and the School District itself are not liable for the payment of any compensation or damages provided by law for the injury or death of any certificated/licensed Teaching Staff Member when the injury or death occurs while on sabbatical leave.
- K. It shall be the responsibility of the certificated/licensed Teaching Staff Member requesting the sabbatical leave to consult the State Teachers' Retirement System regarding the effect of such leave on his/her retirement program.
- L. All provisions of Section 3319.131 of the Ohio Revised Code shall be followed in all cases of requests for sabbatical leave.
- M. All Teaching Staff Members will, as a condition for approval for a sabbatical leave of absence for professional growth, sign a written statement to return to service in the Centerville City Schools for a period of at least one (1) year immediately following satisfactory completion of the program for professional improvement within the specified time, or to refund to the BOARD all of the sums paid by the BOARD to or on behalf of the Teaching Staff Member during the period of the leave.
- N. In the event the Teaching Staff Member fails to return and/or fails to complete a full year of teaching immediately following completion of the sabbatical leave, all sums paid by the Centerville City Schools to or on behalf of the Teaching Staff Member during the sabbatical leave shall be refunded to the Centerville Schools. The refund requirement will not apply in case of death of the Teaching Staff Member while on leave or during the year immediately following the completion of the program if then under contract to the BOARD; in cases of illness, injury or disability retirement,

the obligation will be deferred until the Teaching Staff Member can resume employment.

- O. Upon the recommendation of the Superintendent of Schools credit on the salary schedule may be granted for time spent on sabbatical leave.

11.14 Short Term Leave of Absence Without Pay

The continuity which the classroom teacher provides through regular attendance is highly valued in the educational development of students. However, situations occur when it is in the best interest of the teacher and the school system that said teacher be granted non-paid leave. The following guidelines are established to provide for equitable granting of non-paid leave:

- A. The Teaching Staff Member requesting non-paid leave should submit a written request in duplicate justifying how this leave will benefit the Teaching Staff Member one copy to the Building Principal and the other to the Director of Personnel. The two administrators will work in conjunction to render a decision. The decision of the administrators to accept or deny the request shall be final.
- B. Such requests must be submitted at least two (2) weeks prior to the beginning of the leave. Earlier submission of these requests will be appreciated. Acceptance or denial will be forwarded as quickly as possible and no later than five (5) work days prior to the beginning of the leave.
- C. The maximum leave which may be taken off during any school calendar year as non-paid leave is ten (10) total work days.
- D. It is required that a suitable substitute will be available and willing to work the days of the Teaching Staff Member's leave. The substitute must be approved by the Principal.
- E. If a Teaching Staff Member is to be on non-paid leave in excess of two (2) consecutive days, the Principal and/or the Director of Personnel may employ the approved substitute to spend one entire day with the regular Teaching Staff Member immediately prior to the regular Teaching Staff Member's leave.
- F. It is required, as in daily substitute procedures, that the regular Teaching Staff Member will provide helpful items for aiding the substitute teacher (i.e., student names, available resources and plans for student activities and learning).

- G. Deductions from pay will be made at the Teaching Staff Member's per diem rate for the number of days a Teaching Staff Member is on non-paid leave.
- H. This procedure is in no way to supersede or be in conflict with the provisions of paid sick leave and/or personal days.
- I. In the event a Teaching Staff Member takes leave without pay, without permission, such conduct constitutes a basis for action (including termination) against the Teaching Staff Member.

11.15 Long Term Leave of Absence Without Pay

- A. Any Teaching Staff Member who has completed five (5) complete years of service in the Centerville City Schools and who has been granted a contract for the sixth (6th) or later years of service, may at the sole discretion of the BOARD, be granted a special long term leave of absence for not less than six (6) weeks but not more than a full school year for any of the following reasons: (1) extended continuous travel, (this does not cover the situation when a spouse is relocated by his/her employer for a temporary period of time); (2) teaching in a foreign country; (3) participation in a teacher exchange program; (4) religious, charitable or cultural commitments; or (5) for purposes related to securing education or training for a career change. Such leave of absence must be applied for at least sixty (60) days prior to the date the leave is desired to commence. Such leave of absence shall be without pay and without the BOARD providing any benefits during the period of the leave of absence, provided, however, the Teaching Staff Member on such leave of absence may continue all insurance coverage provided by the BOARD pursuant to the provisions of ARTICLE EIGHTEEN, Sections 18.08, 18.14 and 18.22.
- B. No leave of absence will be granted under this section if the Teaching Staff Member is eligible for a leave under another provision of this ARTICLE or for any reason other than the specific reasons indicated in paragraph (A) above.
- C. No more than five (5) total Teaching Staff Members in the system may be granted a long term leave of absence in any school year.

11.16 Reserve Duty Leave

Any Teaching Staff Member who is a Member of the Ohio National Guard or any other military entity covered by Section 5923.05, Ohio Revised Code, who is called up to active or field duty shall be entitled to a leave of absence while on

such duty with no loss in pay during such period of duty, not to exceed thirty-one (31) days in any calendar year.

11.17 School Year Definition

The term "school year" is defined to refer to a one (1) year period commencing on July 1.

11.18 School Calendar Year Definition

The term "school calendar year" is defined to refer to the school term as set forth on the adopted school calendar of the Centerville City School District.

11.19 Grandfather Clause Leaves of Absence

All leaves of absence granted prior to the effective date of this AGREEMENT shall continue to be governed by the Teacher Absence Provisions in the AGREEMENT in effect at the time such leave was granted.

11.20 Family and Medical Leave

- A. Teaching Staff Members who: (1) have been continuously employed for at least one (1) year; and (2) have either: (a) worked for at least 1250 hours during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, or (b) were employed under a "full time" contract during the twelve (12) month period immediately preceding the date when the application to take this leave is filed, shall be eligible for "Family and Medical Leave" in accordance with the Family and Medical Leave Act, Public Law 1033.
- B. Family and Medical Leave may be taken by Teaching Staff Members who are temporarily unable to work due to:
- (1) birth of a child where the Teaching Staff Member is needed to care for such newborn [Child Care Leave, see Section 11.07];
 - (2) placement of a child with the Teaching Staff Member for adoption or foster care [Child Care Leave, see Section 11.07];
 - (3) the need for the Teaching Staff Member to care for a spouse, son, daughter or parent with a serious health condition [Family Care Leave or see Section 11.08];

- (4) serious health conditions of the Teaching Staff Member that make the Teaching Staff Member unable to perform essential functions of his/her job (with or without reasonable accommodations for the disability, if such is required) [Disability Leave, see Section 10.01].
- C. Child Care Leave taken under this section as Family and Medical leave may commence at any time during the one (1) year period following the date of birth or date of placement for adoption.
- D. No more than twelve (12) weeks of Family and Medical Leave, as such, will be granted in any twelve (12) calendar month period.
- E. Where the necessity for this leave is foreseeable, the Teaching Staff Member must give notice by requesting this Leave, in writing, at least thirty (30) days prior to the onset of the leave. In those situations where the Teaching Staff Member is unable to give this thirty (30) day notice, notice of the request for the leave must be given at the earliest time possible, considering all the circumstances present.

When Family Care Leave or Disability Leave is foreseeable, based on planned medical treatment, the Teaching Staff Member should try to schedule such planned medical treatment during non-assigned duty time.

- F. Requests for Family Care Leave must be supported by a health care provider certification verifying that a serious health condition exists and that the Teaching Staff Member is needed to care for the family member and the estimated time needed for such care.

Requests for Disability Leave under this section must be applied for as set forth in Article Ten, Disability Leave, above, and must be supported by medical verification as required by that article.

Requests for intermittent or reduced schedule family care leave or reduced schedule employee disability leave must be further supported by medical certification as to the necessity and expected duration of the leave; and, for planned medical treatments, the dates and duration of each treatment.

- G. (1) The Teaching Staff Members covered by the medical insurance program set forth in Article Eighteen, at the onset of a leave secured under this section, notwithstanding the provisions of Article Eighteen, may continue to participate in the medical insurance program during the leave on the same terms and conditions that would have applied had no leave been taken. The premium portion

payable by the Teaching Staff Member is due on the first day of the month.

- (2) Teaching Staff Members covered by any other insurance programs set forth in Article Eighteen at the onset of a leave secured under this article may continue to participate in such programs during the leave on terms and conditions set forth in Article Eighteen for such program. The premium portion payable by the Teaching Staff Member is due on the first day of the month.
- H. No other employment benefits accrue during a family and medical leave. No other paid leave benefits will be paid if such occur during a family and medical leave. The length of service of a Teaching Staff Member on an approved family medical leave of absence shall not be broken, and the time spent on such leave shall be counted as continuous service.
 - I. Where there is medical necessity for intermittent leave or reduced schedule leave or Family Care Leave or Disability Leave, such are available, subject to agreement between the BOARD and the Teaching Staff Member. However, the BOARD may require the Teaching Staff Member to transfer for the duration of the leave to an equivalent position that better accommodates the proposed intermittent or reduced leave schedule, if such a position exists within the Teaching Staff Member's area of certification/licensure. Teaching Staff Members on an intermittent or reduced leave schedule will have their salaries and/or hourly pay reduced to reflect the hours or days missed due to such leave.
 - J. Teaching Staff Members with accrued but unused personal days or sick leave days may use such paid leave first as part of any Child Care Leave, Family Care Leave and/or Disability Leave taken under this Section.
 - K. When returning from a leave under this Section, the Teaching Staff Member will be placed in the same position that he/she held before taking this leave. If the Teaching Staff Member was transferred to accommodate an intermittent leave or reduced hours leave, the Teaching Staff Member will be returned to the position he/she held before being transferred for accommodation of the intermittent leave or reduced hours leave. If family and medical leave is taken in conjunction with child care leave, as provided for in Section 11.07, or disability absence as provided in Article Ten, the provisions of Section 11.06 (A) (4) shall govern the return to work conditions for the Teaching Staff Member.

- L. It is recognized that the provisions of Article Ten, Section 10.01 (B) (Disability Leave) and Article Eleven, Section 11.06 provide for leaves which may be of greater duration than the leave provided in this Section. Any leave granted under this Section in such situations shall be concurrent with a leave granted under the other Sections and shall not be in addition to such other leaves.

ARTICLE TWELVE - SEVERANCE PAY

- 12.01 Teaching Staff Members leaving the employ of the Centerville City Schools, who meet the following eligibility requirements may elect to be paid for their unused and accrued sick leave and personal leave.
- 12.02 To be eligible to convert such sick leave and personal leave, the Teaching Staff Member must (1) certify, in writing, on a form provided by the Treasurer, (Appendix D) eligibility to receive severance pay; and (2) must either:
- A. Have taught in the Centerville City Schools for five (5) years, retired from teaching, and within one hundred twenty (120) calendar days after his/her last day of paid service with the Centerville City Schools establish his/her retirement date with and be eligible to collect retirement from the State Teacher's Retirement System; or
 - B. Have taught at least twenty (20) years in the State of Ohio, at least ten (10) of which were in the Centerville City Schools; or
 - C. Have taught at least fifteen (15) years in the Centerville City Schools.
- 12.03 The formula for payment shall be: one-fourth (1/4) of accrued but unused sick leave credit. For the purposes of this article, the number of sick days possible for payment is capped at 90 days.
- 12.04 Severance pay payment shall be calculated by multiplying the per diem rate of the Teaching Staff Member's pay under the last salary notification issued by the BOARD to the Teaching Staff Member by the total number of days as determined by the formula in Section 12.03.
- 12.05 Payment for sick leave and personal leave on this basis shall be considered to eliminate all sick leave and personal leave credit accrued by the Teaching Staff Member at that time.
- 12.06 Such payment shall be made within sixty (60) calendar days following the last day of employment.

12.07 If a Teaching Staff Member who is eligible for severance pay in accordance with the provisions of Section 12.02 above deceases, completion of the required form certifying eligibility shall be waived and any severance pay he or she is eligible to receive shall be paid to his or her estate upon receipt by the Treasurer of a certified copy of the death certificate.

12.08 Teaching Staff Members leaving the employ of the Centerville City Schools will be eligible for an early notification stipend equal to three days of pay at the teacher's per diem rate, who

- 1) establish his/her retirement date with the State Teachers' Retirement System;
- 2) are eligible to collect from STRS on that established date;
- 3) submit a letter of resignation to the Centerville Board of Education's Personnel Office no later than February 1, for a retirement date from February 1 through July 1 of that year.

The early notification stipend will be paid in the first month the Teaching Staff Member is retired.

ARTICLE THIRTEEN - HEALTH EXAMINATIONS

13.01 Health examinations, vaccinations and/or tests required by the Ohio Revised Code, required by the Montgomery County Health Commissioner or required by the BOARD must be provided without cost to the Teaching Staff Member. If a Teaching Staff Member elects to have a private examination, vaccination and/or test the Teaching Staff Member will pay the cost and provide a documented statement of satisfactory completion of the required examination, vaccinations and/or tests to the BOARD.

ARTICLE FOURTEEN - NONDISCRIMINATION POLICY STATEMENT

14.01 In accordance with and as limited by applicable law, the BOARD agrees to extend employment opportunity to qualified applicants on a nondiscriminatory basis without regard to race, color, creed, sex, age, national origin, handicap or Membership or non-Membership in the ASSOCIATION.

14.02 In accordance with and as limited by applicable law, no Teaching Staff Member shall, on the basis of sex, be excluded from participation in, denied the benefit of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

ARTICLE FIFTEEN - PAYROLL

- 15.01 The number of days in each payroll period and the basic salaries for the Teaching Staff Members based upon their contractual year of service which shall be used in payroll computations shall be as follows:
- A. The contract year shall be divided into (26) equal pay periods. The first pay day will be the second (2nd) Friday of the regular school year unless modified by a Memorandum of Understanding. Subsequent paydays shall fall on alternate Fridays throughout the remainder of the school year.
 - B. All Teaching Staff Members shall participate in direct deposit. Teaching Staff Members may designate one (1) to four (4) depositories and direct automatic payroll deposits to banking, savings, and other eligible institutions. Paycheck stubs will be made available to Teaching Staff Members through a secure on-line website provided by the district. The paycheck stubs will be accessible on each pay date and will also contain a statement history for a one (1) year time period.
- 15.02 Normally, payroll deductions are made for federal income tax, state income tax, and city income tax (as required by law) and the State Teachers' Retirement System or School Employees' Retirement System. At the option of the Teaching Staff Member, deductions may be made for insurance, ASSOCIATION dues/fees, annuities, 457 Plans, United Way, purchase of service from qualified retirement systems, and up to four (4) banks or other eligible institutions. However, no Teaching Staff Member shall assign his/her salary or any portion thereof to secure a loan or guarantee payment of any bill or debt.
- 15.03 The BOARD agrees to withhold from any available wages earned by any ASSOCIATION Member commencing the first pay period after the first full month of school each year, and continuing thereafter for fifteen (15) consecutive pay periods the Membership dues/fees of such Member as certified to the BOARD Treasurer by the ASSOCIATION and transmit said dues/fees to the ASSOCIATION within ten (10) days after their withholding. A signed "Deduction of Association Dues Authorization and Direction" form voluntarily completed and executed by an ASSOCIATION Member and timely presented to the BOARD Treasurer is required. The "Deduction of Association Dues/Fees Authorization and Direction" may be on either an annual basis or on a continuous basis as elected by the Member on the form which is executed by such Member. In the event the Member elects the continuous deduction of dues/fees, such "Authorization and Direction" continues in full force and effect until revoked. Any "Authorization and Direction" signed by any Member may be revoked at any time by such Member upon written notice to the BOARD Treasurer. Upon receipt

of such notice, the BOARD Treasurer will advise the ASSOCIATION of such revocation. The BOARD Treasurer will deduct Fair Share Fees in accordance with the provisions of Article 1.12.

15.04 The BOARD agrees to withhold from any available wages earned by any ASSOCIATION Member commencing the first pay period after presentation of the "Fund for Children and Public Education Committee Authorization and Direction" form and continuing thereafter until revoked, the Fund for Children and Public Education Committee contribution of such Member and transmit the same to the ASSOCIATION. Said form shall be voluntarily completed and executed by an ASSOCIATION Member. It is specifically understood that this said authorization continues in full force and effect until revoked but is revocable at will by an ASSOCIATION Member upon written notice to the BOARD Treasurer. Upon receipt of such notice, the BOARD Treasurer will advise the ASSOCIATION of such revocation.

15.05 IRS 125 Plan

- A. Section 125 of the Internal Revenue Code allows Teaching Staff Members to obtain certain selected fringe benefits with pretax dollars.
- B. The fringe benefits currently available under the plan are:
 - 1. Part A-Insurance premiums
 - 2. Part B-Medical
 - 3. Part C-Dependent Care
- C. The forms shall be submitted to the Treasurer on or before September 1st of each year.
- D. This plan will be available to Teaching Staff Members as long as it is made available by the Internal Revenue Service in its present form or until such time as it is negotiated to be removed from this AGREEMENT.

15.06 Any dispute which may arise as to whether an ASSOCIATION Member properly executed or revoked a "Payroll Deduction of Association Dues Authorization and Direction" form and/or an "Fund for Children and Public Education Committee Fund Authorization and Direction" form shall be subject to the grievance and arbitration procedures provided herein.

15.07 The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims that shall arise out of or by reason of any action taken by the BOARD in compliance with provisions of this ARTICLE with respect to the deduction of either ASSOCIATION dues, fees or contributions to the Fund for Children and Public Education Committee.

15.08 The Treasurer of the BOARD will forward all monies withheld from employee pay checks for optional deductions, such as professional dues/fees, tax shelter annuities, credit union etc., for all designated agencies within ten (10) working days of the original deduction.

ARTICLE SIXTEEN - TRANSFERS

16.01 Each Teaching Staff Member is assigned to a specific position, but may be transferred to any other position for which he or she is qualified and holds certification/licensure. The provisions of this ARTICLE will not be used to block the recall of a Teaching Staff Member who is on suspended contract status pursuant to the provisions of ARTICLE TWENTY.

16.02 A voluntary transfer for any open position in the District may be requested in writing to the Director of Human Resources by a Teaching Staff Member.

A. A request for transfer does not guarantee that a transfer will be made. Each request must be considered in terms of available vacancies, number of transfers requested, and numbers of transfers which have been affected. Before new employees are assigned, requests for transfers from qualified employees (appropriate certification, positive performance evaluations) shall be seriously considered, which shall include participation in the interview process.

B. Teaching Staff Members are encouraged to discuss transfers or their intention to make transfer applications with the appropriate administrator.

16.03 A. Involuntary transfer of a Teaching Staff Member may be initiated by the Superintendent or his designate. The Teaching Staff Member shall be informed in writing of the reason for the involuntary transfer. Involuntary transfers usually will be made for the following reasons:

1. When a surplus of Teaching Staff Members is created in a department, unit, or building or due to redistricting of individual school boundaries.

2. When a new school building is opened.

3. Due to reduction or elimination or curtailment of a program or programs.
4. Reduction of enrollment in a school building.
5. Return of a Teaching Staff Member from any leave of absence.
6. Administrative decision to rearrange team Staffing and/or to realign Staff.

This ARTICLE is not applicable to school Staff realignment within a building which may be made at the discretion of the Building Principal, provided such realignment does not block the recall of a Teaching Staff Member who is on suspended contract status pursuant to the provisions of ARTICLE TWENTY.

- B. Involuntary transfers will usually not be affected if voluntary transfers are available to satisfy the need, if the individuals requesting voluntary transfer are, in the opinion of the Superintendent, qualified for the position. When effecting involuntary transfers for any of the reasons set forth in 16.03A, the administration shall first consider system seniority. The administration may also consider other factors including, but not limited to: building seniority; team unit department seniority; certification/licensure; prior grade and subject level teaching experience; and assignments made when a Staff Member returns from any leave or suspended contract. If an involuntary transfer is made other than on the basis of system seniority, written rationale for the involuntary transfer will be provided to the involuntarily transferred teacher.
- C. When a Teaching Staff Member is being considered for an involuntary transfer, he or she will meet with the Principal. If possible, he or she will meet with the teaching team that will be working with the transferred Teaching Staff Member. These meetings will take place prior to the transfer, if possible.

16.04 Provided the provisions of this ARTICLE are followed, the decision of the Superintendent on transfers, voluntary or involuntary, shall be grieved at level 3 of the grievance procedure and shall not be subject to arbitration.

ARTICLE SEVENTEEN - ADEQUATE SUPPLY OF MATERIALS

17.01 The Instructional Improvement Committees, or their equivalent, in each school building, may make recommendations to their Building Principal regarding acquisitions of teaching materials and supplies to be budgeted for use within the building, department, or unit involved.

ARTICLE EIGHTEEN - INSURANCE PROGRAM

Preamble

The insurance benefits reflected in this article have evolved from fixed very basic coverage some years ago to what has become an ever-changing, dynamic, group of health benefits to follow that present the need for an ongoing review and reevaluation of both the coverage and the costs. To keep up with this fast-paced situation, the Joint Insurance Committee was established in 1991 to meet on a regular basis.

Through the early 1980's, the district coverage was through Blue Cross/Blue Shield with stable benefit levels and premiums. In the 1980's, federal law required employers to offer a health maintenance organization (HMO) as well as traditional coverage. Until 1991, the district offered Staff a choice between Blue Cross/Blue Shield and Western Ohio Health Maintenance Organization.

By 1991, the revolution in health care benefits was in full swing as health care premiums were skyrocketing and carriers searched for ways to contain costs. As the laws changed the district entered into multiyear agreements with Western Ohio HMO (now United) to be the sole provider of benefits. However, continual changes in benefit level caused the health insurance committee great concern.

After much study, the committee recommended Anthem (formerly Blue Cross/Blue Shield) be awarded a three year contract commencing January 1, 1996. The package offered caps on rate increase and stable coverage. During the three years, coverage changes occurred that were beyond our control.

During 1998, the committee looked at several proposals evaluating benefit levels, individual out-of-pocket charges and total premium costs. Multiyear agreements with coverage and rate guarantees were no longer available. The committee recommended a one year contract with Anthem for calendar 1999. Historically, health care contracts ran simultaneously with the length of the Master Agreement. This is no longer possible. Successor health care contracts must now be negotiated during the life of this Master Agreement.

For calendar 2005 the committee recommended the introduction of two plans from Anthem along with four co-pay tiers. The two plans (basic and current) allowed subscribers a choice between two schedules of health benefits. The four co-pay tiers (single, employee with children, employee with spouse, and family) allowed for the cost of insurance to better reflect the number of people being covered. In addition, the committee recommended a three-year commitment to Anthem Dental with the same four tiers of premiums.

For calendar 2008, it was agreed that the medical insurance platform would be comprised of a High Deductible Healthcare Plan (HDHP) and a Health Savings Account (HSA). A Health Retirement Account (HRA) would be offered to those individuals over the age of 65 that would not otherwise be eligible for an HSA due to IRS regulations. The four tiers of premium (single, employee/spouse, employee/child(ren), family) would also remain in effect. In addition the committee recommended a 3 year commitment with Superior Dental Care with the same four tiers of premium.

While the insurance committee has been replaced by the Discussion and Resolution Committee, the committee remains committed to vigilantly monitoring the insurance market in the interest of providing a high level of coverage in a cost efficient manner.

18.01 Medical, Dental and Life Insurance Programs

The following insurance programs shall be available for all Teaching Staff Members who have made application for such insurance, who are regular Teaching Staff Members employed by the BOARD, who either: (1) work at least thirty-six (36) weeks per year; or have an annual contract with the BOARD.

A. Medical Insurance Program

1. Effective January 1, 2008, the BOARD shall provide a High Deductible Health Plan (HDHP) with the following provisions.

	Network	Out-of-Network
Deductible		
Single	\$2,000	\$4,000
Employee+Spouse	\$4,000	\$8,000
Employee+Children	\$4,000	\$8,000
Family	\$4,000	\$8,000
Out-of-Pocket Maximum		
Single	\$2,000	\$10,000
Employee+Spouse	\$4,000	\$20,000

Employee+Children	\$4,000	\$20,000
Family	\$4,000	\$20,000
Coinsurance	None	70%

Deductibles for the HDHP shall be no less than the IRS minimum. Eligible health care expenses apply toward the deductibles and the out-of-pocket maximum including prescription drugs.

2. Effective January 1, 2008, a Health Savings Account (HSA) shall be available for each Teaching Staff Member who is a part of the HDHP. The BOARD shall determine the custodian for the HSA. Any contribution by the Teaching Staff Member to her/his HSA up to the maximum limits provided by law may, at the member's discretion, be made either by payroll deduction or in a lump-sum payment. The HSA shall be maintained by the individual member for her/his exclusive benefit and that of her/his beneficiaries. Distributions of funds from this HSA may be made at any time upon the discretion of the member. The member is responsible for substantiating the distribution for qualified medical expenses.
3. Due to IRS regulations for those Teaching Staff Members who are 65 years of age and older and therefore are not eligible for an HSA, the BOARD shall provide a Health Retirement Account (HRA). The BOARD shall be the custodian of the HRA. Distribution of funds from the HRA shall be made by the BOARD for qualified medical expenses received through HDHP.
4. For Teaching Staff Members who are less than 65 years of age, the BOARD will contribute to each participating members' HSA account, an amount equal to eighty-five percent (85%) of the annual in-network deductible amount applicable to that member's insurance plan (single or family). Members may make additional contributions consistent with IRS regulations by payroll deduction. BOARD contributions to fully fund the HSA accounts at their maximum deduction levels will be made in January of each year. Teaching Staff Members who leave the insurance plan for any reason during the following twelve-month period will reimburse the BOARD at the rate of one-twelfth of the BOARD-paid contribution for each month that the Teaching Staff Member is no longer in the plan. Teaching Staff Members hired after January 1 shall receive a pro-rated BOARD contribution based on

the number of months in District employment during the initial year.

5. For Teaching Staff Members who are 65 years of age or older, the BOARD will contribute to each participating member's HRA account an amount equal to eighty-five percent (85%) of the annual in-network deductible amount applicable to that member's insurance plan (single or family). BOARD contributions to fully fund the HRA accounts at their maximum deduction levels will be made in January of each year. Teaching Staff Members who leave the insurance plan for any reason during the following twelve-month period will reimburse the BOARD at a maximum rate of one-twelfth of the BOARD-paid contribution for each month that the Teaching Staff Member is no longer in the plan. Teaching Staff Members hired after January 1 shall receive a pro-rated BOARD contribution based on the number of months in District employment during the initial year.

B. Cost of Medical Insurance Program

1. Subject to the provisions of B (2) and B (3) below regarding medical insurance, the foregoing medical insurance program shall be provided to Teaching Staff Members employed on a full-time basis with fifteen percent (15%) of the cost being paid by the Teaching Staff Members and eighty-five percent (85%) of the cost of such insurance paid by the BOARD effective January 1, 2008. The foregoing medical insurance shall be provided to Teaching Staff Members employed on a less than full-time basis but employed under a regular contract by the BOARD with the BOARD's portion of the premium cost as determined by taking the salary amount on the Teaching Staff Members contract as a percentage of a full-time teaching contract, such percentage being applied against the eighty-five percent (85%) of the premium cost. Such part-time Teaching Staff Member shall be responsible for the payment of all premium cost in excess of the BOARD's contribution toward such cost. During the life of this Agreement, the BOARD will contribute eighty-five percent (85%) of the cost of the HSA or HRA and the Teaching Staff Member will contribute fifteen percent (15%) of the cost of the HSA or HRA annually.

2. a. Effective January 1, 2012, the first fifteen percent (15%) of the health insurance premium increase will be shared by the BOARD and the Teaching Staff Member at the premium percentage levels in place at the time of the renewal.

If the premium increase is greater than 15%, then the Teaching Staff member portion increases by .3 of a percent for every 1% above 15% and the Board portion decreases by .3 of a percent for every 1% above 15% with a cap of 80% Board – 20 % Teaching Staff Member split.

If a premium increase is less than 15%, then the Teaching Staff Member portion decreases by .15 of a percent for every 1% below 15% and the Board portion increases by .15 of a percent for every 1% below 15% with a cap of 85% Board – 15% Teaching Staff Member split.

If a premium renewal is less than 0%, then the Teaching Staff Member portion decreases by .3 of a percent for every 1% below 0% and the Board portion increases by .3 of a percent for every 1% below 0% with a cap of 85% Board – 15% Teaching Staff Member split.

The Association and the Board agree to meet annually to discuss renewal bids and cost containment.

- b. Effective January 1, 2013, the first fifteen percent (15%) of the health insurance premium increase will be shared by the BOARD and the Teaching Staff Member at the premium percentage levels in place at the time of the renewal.

If the premium increase is greater than 15%, then the Teaching Staff member portion increases by .3 of a percent for every 1% above 15% and the Board portion decreases by .3 of a percent for every 1% above 15% with a cap of 80% Board – 20 % Teaching Staff Member split.

If a premium increase is less than 15%, then the Teaching Staff Member portion decreases by .15 of a percent for every 1% below 15% and the Board portion increases by .15 of a percent for every 1% below 15% with a cap of 85% Board – 15% Teaching Staff Member split.

If a premium renewal is less than 0%, then the Teaching Staff Member portion decreases by .3 of a percent for every 1% below 0% and the Board portion increases by .3 of a percent for every 1% below 0% with a cap of 85% Board – 15% Teaching Staff Member split.

The Association and the Board agree to meet annually to discuss renewal bids and cost containment.

- c. Effective January 1, 2014, the first fifteen percent (15%) of the health insurance premium increase will be shared by the BOARD and the Teaching Staff Member at the premium percentage levels in place at the time of the renewal.

If the premium increase is greater than 15%, then the Teaching Staff member portion increases by .3 of a percent for every 1% above 15% and the Board portion decreases by .3 of a percent for every 1% above 15% with a cap of 80% Board – 20 % Teaching Staff Member split.

If a premium increase is less than 15%, then the Teaching Staff Member portion decreases by .15 of a percent for every 1% below 15% and the Board portion increases by .15 of a percent for every 1% below 15% with a cap of 85% Board – 15% Teaching Staff Member split.

If a premium renewal is less than 0%, then the Teaching Staff Member portion decreases by .3 of a percent for every 1% below 0% and the Board portion increases by .3 of a percent for every 1% below 0% with a cap of 85% Board – 15% Teaching Staff Member split.

The Association and the Board agree to meet annually to discuss renewal bids and cost containment.

C. Dental Insurance Program

- 1. The current Dental Expense Insurance program for Teaching Staff Members and dependents outlined in a Memorandum of Understanding, is incorporated into this Agreement and shall be in full force and effect until a successor program is negotiated by the Discussion and Resolution Committee.

2. The dental insurance provided pursuant to this Agreement shall be subject to the conditions set forth in any insurance contract secured by the BOARD, provided, however, if the BOARD elects to change carriers, any new insurance coverage secured shall be equivalent to the coverage described in a Memorandum of Understanding, including the conditions set forth in the insurance contract.

D. Cost of Dental Insurance Program

The foregoing dental insurance program shall be provided to Teaching Staff Members employed on a full-time basis with ten percent (10%) of the cost being paid by the Teaching Staff Member and ninety percent (90%) of the cost of such insurance paid by the BOARD.

E. Effective Date of Medical and Dental Insurance Programs

Upon completion and filing of the required insurance forms on or prior to the forty-fifth (45th) day of employment on the active working payroll, coverage becomes effective on the date of hire or first (1st) day on active working payroll, whichever is the later date. Unless a properly completed application for insurance is filed with the Treasurer of the BOARD within forty-five (45) days of the date the Teaching Staff Member commences active working status, or returns to active working status from leave, whichever is applicable, coverage will not be available until the next open enrollment period.

F. Life Insurance Program

1. The following Life Insurance program shall be provided without cost to Teaching Staff Members covered by this AGREEMENT on the date they commence actual employment with the BOARD:
 - a. Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) or two (2) times the Teaching Staff Member's annual salary in September of each year (not including supplementals or extended time), whichever is the greater.
 - b. Accidental Death and Dismemberment Insurance in the amount of Ten Thousand Dollars (\$10,000.00) or nearest two (2) times the Teaching Staff Member's annual salary (not including supplementals or extended time), whichever is greater.

- c. At age 70 these coverages are reduced to the amount of Ten Thousand Dollars (\$10,000) or one (1) times the Teaching Staff Member's annual salary in September of each year (not including supplementals or extended time), whichever is greater.
2. All life insurance provided pursuant to this AGREEMENT shall be subject to the conditions and provisions set forth in the insurance contract secured by the BOARD, provided, however, if the BOARD elects to change carrier, any new insurance coverage secured shall be equivalent to the coverage described in Section 18.01 F (1a), (1b), (1c), including the conditions set forth in the insurance carrier.

18.02 General Provisions for all Insurance Programs

- A. Appropriate information and application forms will be provided to all new Teaching Staff Members by the Treasurer at the time of pre-employment processing, and it is desirable that such applications be completed and filed at that time if the Teaching Staff Member desires insurance coverage. A notification regarding the annual open enrollment will be made.
- B. In the event a Teaching Staff Member desires to change from one type of coverage to a different type of coverage (e.g., single to family), the Teaching Staff Member must file a new application with the Treasurer of the BOARD. For the changed coverage to be effective on the date of the change of marital status of the Teaching Staff Member, the new application must be on file with the Treasurer of the BOARD before the effective date of the change of marital status. The effective date of changed coverage for applications received after the date of change of marital status will be the date such application is received at the office of the insurance carrier.
- C. All insurance programs shall be continued for any eligible Teaching Staff Member who pays the Teaching Staff Member's portion of the medical or dental insurance without cost for the life insurance during any period when such Teaching Staff Member is on the active working payroll, compensated sick leave, compensated leave of absence (except for any part-pay compensated leave of absence), or non-compensated or part-pay compensated approved leave of absence of less than thirty (30) days, disability leave of absence of less than ninety (90) days, or for Teaching Staff Members working only during the regular school year and not working during the summer break period, until such Teaching Staff Members either resign their employment status or fail to return to active working status at the commencement of the next school year. Teaching

Staff Members on non-compensated approved leave of absence (except disability leave of absence) of over thirty (30) days' duration, who desire to continue insurance coverage past the period for which the BOARD has agreed to continue coverage for the Teaching Staff Member may do so by paying the full group premium for such insurance premium to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued. Full time Teaching Staff Members on approved disability leave of absence of over ninety (90) days duration who desire to continue insurance coverage for the Teaching Staff Member may do so by paying one-half (1/2) of the full group insurance premium for such insurance to the Treasurer of the BOARD on or before the seventeenth (17th) day of the month prior to any month such coverage is desired to be continued for the remainder of the first year of the disability leave. In the case of Teaching Staff Members who work less than full-time the Board shall pay one-half (1/2) of the premium it pays when such Teaching Staff Member is on the active working payroll. In the event such part premium is timely paid by the Teaching Staff Member, the BOARD will be responsible for the remaining one-half (1/2) of the full group premium for the remainder of the first year of disability leave. In the event coverage is discontinued for any period, the Teaching Staff Members shall have the right to acquire insurance through the insurance carrier in accordance with its policies and coverage cannot be reacquired through the BOARD until the Teaching Staff Member returns to active working status.

- D. For the purpose of this ARTICLE, the effective date of the resignation of any Teaching Staff Member shall be either: (1) the effective date of resignation as stated in the letter of resignation, if such effective date occurs during the regular instructional year, or, (2) the day prior to the commencement of the next school year where the instructional year has been completed by the resigning Teaching Staff Member.
- E. Teaching Staff Members who exercise their right to pay any premium to continue any of the foregoing insurances either under provisions of this AGREEMENT or under provisions contained in Ohio law or under any such rights contained under Federal law shall in no event be required to pay more than one-hundred two percent (102%) of any premium of any insurance coverage.

**ARTICLE NINETEEN - NOTIFICATION OF VACANCIES AND
EMPLOYMENT OF RETIRED TEACHING STAFF MEMBERS**

- 19.01 A vacancy shall be defined as an open position of employment for all or part of a school year for which the Administration has determined that there is a need to offer a regular teaching contract.
- 19.02 During the regular school calendar year, seven (7) days prior to the filling of any teaching, administrative, educational aide or supplementary anticipated openings for certificated/licensed Staff, the Director of Personnel will use e-mail to attach a copy of the job posting. This e-mail will be sent to each Building Principal to post a "hard copy" in the school office. The e-mail will also be sent to the ASSOCIATION President and to each of the ASSOCIATION'S building representatives who will post a "hard copy" in the teachers' lounge and/or the teachers' workroom.
- A. Any Teaching Staff Member desiring to be considered for any positions that may open in the summer, when schools are closed, should file a letter of intent with the Director of Personnel.

19.03 Employment of Retired Teaching Staff Members

The following provisions will apply to the rehire of Teaching Staff Members who have retired from the Centerville City Schools, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to §§3319.11 and 3319.111, and all other applicable Ohio statutes.

- A. Re-Employment. The parties are committed to recruiting and hiring the best qualified teachers to fill vacancies. The rehiring of Teaching Staff Members who retire from the Centerville City Schools is not automatic. Retired Teaching Staff Members must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process.
- B. Break in Service and Seniority. Retirement of a Teaching Staff Member from the Centerville City Schools will be considered a break in service, and a Teaching Staff Member who is then rehired will be considered a new hire with no system seniority.
- C. Placement on Salary Schedule. This provision expressly supersedes Ohio Rev. Code §3317.13, Article 30 of this Agreement, and other applicable laws. A retired Teaching Staff Member who is rehired will be given credit for up to ten (10) years of service for purposes of placement on the salary schedule.

- D. Contract. This paragraph expressly supersedes Ohio Revised Code §§3319.08 and 3319.11 and other applicable laws.
1. A retired Teaching Staff Member who is rehired will be employed on a limited contract for a term of one (1) year. Such contract will expire automatically by its own terms at the end of the school year, without the necessity of a resignation from the Teaching Staff Member, or without the necessity of Board action. Such Teaching Staff Member shall not be deemed reemployed when notice of nonrenewal is not given. Any further employment of the Teaching Staff Member will be pursuant to Paragraph A of this Section.
 2. A retired Teaching Staff Member who is rehired will not be eligible for continuing contract.
- E. Evaluation. A retired Teaching Staff Member who is retired will be evaluated pursuant to Phase 2, instead of Phase 1, of the evaluation process.
- F. Severance Pay. If retiring from the Centerville City Schools, a Teaching Staff Member must take severance pay at the time of retirement, thereby extinguishing sick leave accumulation. A retired Teaching Staff Member who is rehired will be eligible to convert sick leave to severance pay upon separation from subsequent employment, if such Teaching Staff Member has completed five (5) years of employment as a retired/rehired Teaching Staff Member in the Centerville City Schools. A retired Teaching Staff Member who is rehired is not eligible for the early notification stipend pursuant to Section 12.08 of this Agreement, if such Teaching Staff Member retires a second time.
- G. Sick Leave. A retired Teaching Staff Member who is rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with the provisions of Article Nine of this Agreement.
- H. Other Fringe Benefits. Retired Teaching Staff Members who are retired will receive retirement contributions, insurance, personal leave and all other fringe benefits in accordance with this Agreement.
- I. Applicability of Other Contract Provisions. Except to the extent specifically addressed in this Article, all provisions of this Agreement apply to retired Teaching Staff Members who are rehired.

ARTICLE TWENTY - REDUCTION OF TEACHING STAFF AND NON-RENEWAL AND TERMINATION OF TEACHING STAFF MEMBER CONTRACTS

- 20.01 If the BOARD determines that it is necessary to reduce the number of Teaching Staff Members for any school year to a number less than the school year before at either the elementary, middle, or high school level, and such reductions cannot be accomplished through normal attrition, the BOARD, after considering the recommendations of the Superintendent, may make reasonable reductions determined by the BOARD, in accordance with the following guidelines:
- A. Suspension of contracts shall first occur to non-tenured Teaching Staff Members of least continuous seniority in a teaching field in the Centerville City School District. Staff working in auxiliary service positions in non-Centerville City School Buildings shall be deemed employed in the auxiliary service positions only. Seniority will begin to accrue on the first (1st) day of actual work on the Teaching Staff Member's first (1st) contract signed by the BOARD President. Part-time Teaching Staff Members shall accrue district seniority prorated on the basis of their part-time service. When two (2) or more Teaching Staff Members in the same certification area(s) have equal seniority, the first tie breaker shall be the calculation of the continuous seniority in the District as determined by the day, month, and year signed by the BOARD President on the Teaching Staff Member's first contract. If two (2) or more Teaching Staff Members in the same certification area(s) remain equal in seniority, the Superintendent shall determine which Teaching Staff Member(s) shall be retained and/or recalled, and shall provide the affected Teaching Staff Member(s) involved and the ASSOCIATION the rationale for the determination.
 - B. Suspension of contracts shall occur to tenured teachers only after all non-tenured teachers in the given teaching field have been suspended. Suspension of tenured teachers, when necessary, shall occur in the same manner as non-tenured teachers above.
 - C. Displacement rights for Teaching Staff Members in active teaching status, who have received notice from the Superintendent that their contract may be recommended for suspension, shall be limited to areas of the teacher's present certification on file in the Personnel Office at the beginning of each school year. A Teaching Staff Member on a suspended contract shall not have the right to bump/displace a Teaching Staff Member on active teaching status.

- D. Leaves of absence shall not constitute an interruption in continuous service; however, the time that the Teaching Staff Member was on leave will not be counted in total years of service in determining district seniority rights.
- E. Seniority shall be lost when a teacher resigns, retires, or leaves employment with the BOARD and is not re-employed prior to February 1st of the succeeding school year.
- F. Teaching Staff Members whose contracts have been suspended because of Staff reductions and who have exhausted their displacement rights, shall be deemed to be on layoff and given the right of recall in inverse order of suspension of contracts. Recall rights shall be limited to openings in areas of the Teaching Staff Member's certification on file in the Personnel Office at the time of suspension of the Teaching Staff Member's contract, or additional areas of certification obtained after the time of suspension of the Teaching Staff Member's contract. Additional areas of certification obtained after the Teaching Staff Member commences a lay off may be added one time each year between June 1st and June 30th. Notification of recall shall be forwarded by certified mail, return receipt requested, to the Teaching Staff Member. A Teaching Staff Member shall have the right to refuse to accept recall to the first position recalled to for the remainder of that school year. In a subsequent school year, failure of the Teaching Staff Member to accept recall under a regular teaching contract to the second such position recalled to within fourteen (14) days of the receipt of the recall notice or first day of attempted delivery of recall notice shall receive the BOARD's obligation to recall. Teaching Staff Members shall be responsible for notifying the Personnel Office, in writing, of address changes to which the recall notice is to be mailed. The recall notice shall be mailed to the last address of record on the records of the BOARD. The obligation of the BOARD to recall Teaching Staff Members whose contracts have been suspended because of Staff reductions is limited to three (3) calendar years after the date of the original suspension. The date of the suspension shall be at the end of the contract year in which it occurs.
- G. The BOARD shall have the right to recall a Teaching Staff Member on suspended contract status to a position as a substitute teacher but employed under a regular teaching contract, if such a substitute position may, in the opinion of the Superintendent, evolve into a regular teaching position, said change will be for the remainder of the school year.
- H. This reduction in force article will not apply to Teaching Staff Members who are employed for less than a fifty percent (50%) teaching contract and who have been employed by the BOARD for less than three (3) continuous

years. The BOARD may non-renew said Teaching Staff Member's teaching contracts without recall rights.

20.02 Termination of a Continuing Contract or a Limited Contract During Its Term

The continuing contract of a Teaching Staff Member or the limited contract of a Teaching Staff Member during its term, may be terminated by the BOARD in accordance with provisions of Ohio Revised Code, Section 3319.16.

20.03 Non-renewal of a Limited Contract at the End of Its Term

The limited contract of a Teaching Staff Member may be non-renewed at the end of its term, by the BOARD in accordance with provisions of Ohio Revised Code, Section 3319.11. Evaluation procedures shall be as set forth in Article Twenty-Seven of this Agreement.

20.04 When Staff reduction is anticipated, the Superintendent shall give notice of the intent to recommend the suspension of contracts to the ASSOCIATION at least thirty (30) days prior to BOARD action to reduce Staff. The Superintendent's central office Staff and the ASSOCIATION shall confer on the reasons for such reductions.

20.05 A list shall be prepared and updated annually ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. A list shall be prepared and updated annually ranking all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignments. Twenty (20) copies of these lists shall be given to the ASSOCIATION President by December 1 of each year.

20.06 The foregoing reduction of Teaching Staff policy shall not be applicable to reductions in the total Teaching Staff Members at either the elementary, middle or high school level employed if such reductions are effected through "normal attrition". The term "normal attrition" shall be defined to include only terminations, resignations, or retirements.

20.07 The provisions of ARTICLE 28.01 (B) notwithstanding, factual disputes concerning seniority, certification, and recall as they apply to this reduction in the Teaching Staff article may be made the subject of a grievance and shall be first grieved at Level 3 of the grievance procedure.

20.08 Calculation of Seniority for Reduction in Teaching Staff

A. Base of Calculation

1. Seniority shall be calculated using a base of one hundred eighty-seven (187) days for a school calendar year for regular teachers. A Staff Member cannot receive more than one (1) year of credit in any one (1) school calendar year.
2. Fractional years of seniority will be calculated on a percentage basis to be rounded out to the nearest one-hundredth (1/100) on the base year of one hundred eighty-seven (187) days. This calculation applies to teachers who began employment after the beginning of a school year, or who took approved leave during the school year for which there was no accrual of seniority.
3. Part-time teachers, teachers employed all one hundred eighty-seven (187) days but less than a full day, will calculate their seniority based upon the prorated salary listed on their contract.
4. Teachers with extended time will have their seniority calculated based upon the same one hundred eighty-seven (187) school calendar days as all other teachers. Only those days missed in 1, 2, or 3 of the above which fall during the one hundred eighty-seven (187) school calendar days will be deducted in the seniority calculation. Extended days will not be used in calculation of seniority.

B. Seniority Accrual

1. Seniority cannot be accrued when a teacher is on one (1) of the following leaves:

Child Care Leave (11.06)
Leave of Absence for Study or Research (11.08)
Political Leave (11.09)
National and State Officers (11.10)
Sabbatical Leave (11.11)
Long Term Leave of Absence Without Pay (11.13)
2. The use of unpaid disability leave of fifteen (15) days or less in any one (1) school calendar year will not result in the loss of seniority. If the use of unpaid disability leave exceeds fifteen (15) days, the total

amount of time spent on unpaid disability leave will be deducted in seniority.

3. Staff Members hired after the beginning of the school calendar year will have their seniority begin to be calculated with their first day of work.
4. Teachers on suspended contracts shall neither lose seniority nor accumulate additional seniority during the time period of contract suspension. Teachers on suspended contract will lose all seniority if not recalled in the time limits set forth in ARTICLE TWENTY, Section 20.01(G).

ARTICLE TWENTY-ONE - SCHOOL CALENDAR

21.01 The school calendar for 2011-2012 is reflected in Appendices K. The school calendars for 2012-2013 and 2013-2014 school year shall be developed by the Administration through negotiations with the ASSOCIATION, which shall commence in the fall of 2011. The representatives will negotiate in good faith with the object of reaching agreement on the school calendar; however, if agreement on a school calendar following negotiations for a reasonable period of time, not less than forty-five (45) calendar days, is not achieved, the Administration shall submit a proposed basic calendar to the BOARD; provided, however, the ASSOCIATION shall have the right to provide its input to the BOARD regarding the basic school calendar during the meeting when the Administration submits its proposed basic calendar to the BOARD. The BOARD shall have the right to adopt the school calendar, which shall be the basic school calendar for the school year.

21.02 In developing a school calendar, such calendar shall be:

- A. No more than one hundred eighty-seven (187) total days of required Teaching Staff Member attendance.
- B. No more than one hundred eighty (180) total teaching days.
- C. The breakdown of these days will be listed on the school calendar each year.

21.03 In the event of an unforeseen emergency situation mandating the closing and/or the suspension of school operations, the BOARD shall have the right to change the school calendar; provided, however, no change shall increase the maximum days set forth in Section 21.02, and before doing so, the ASSOCIATION shall be afforded notice and opportunity to discuss the matter with the Administration.

- 21.04 A copy of the school calendar shall be posted in each school within one (1) week after adoption by the BOARD, and the BOARD shall furnish each employee a copy of said calendar after adoption.
- 21.05 The Administration shall have the right to schedule additional in-service days, other than opening day in-service, and WOE A in-service day, parent-teacher conference days, early dismissal days, etc., within the basic adopted school calendar.
- 21.06 Within the framework of the negotiated calendar, the grades 1-8 conferences for each school year will be held according to the following schedule:
- A. There will be two (2) days designated for conferences each fall. Teachers will establish their conference schedule to include fifteen (15) hours over the two (2) days. At least three (3) of these hours are to occur after 4:00 p.m. on Day 1 of conferences and at least three (3) of the remaining twelve (12) hours are to occur after 4:00 p.m. on Day 2 of conferences.
 - B. Each grade 6-8 advisor will conduct one evening of conferences in the winter after first semester report cards are sent home. Three (3) hours for conferences are to be established between 4:00 p.m. and 9:00 p.m. on the designated day.
 - C. Middle School conferences will be in accordance with Article 21.06 (A) and (B). Middle School teachers will have two (2) days of in-service obligation. **Any agreed upon changes in the Middle School parent-teacher conferences will be reflected in the school calendar for that year based upon Discussion and Resolution Committee discussions.
 - D. Kindergarten conferences will be held as follows:
 - Fall conferences will be scheduled with:
 - Three (3) days of conferences with substitutes provided for one day
 - Two (2) evenings of conferences
 - The second conference will be scheduled with:
 - Two (2) days in the spring with substitute teachers being supplied
 - Two (2) evenings of conferences
 - Kindergarten teachers will have one and one half (1½) days of in-service obligation.
 - E. Conferences for Grade 2-5 will be held as follows:
 - Fall conferences in accordance with Article 21.06 (A).

- Two evening conferences will be scheduled after the beginning of the second semester.
- Teachers in Grades 2-5 will have one and one half (1½) days of in-service obligation.

- F. Conferences for Grade 1 will be as follows:
- Fall conferences in accordance with Article 21.06 (A).
 - Two evening conferences will be scheduled at the end of the third grading period prior to Spring Break.
 - Teachers in Grade 1 will have one and one half (1½) days of in-service obligation.

- G. The Association and Administration will meet to determine dates for two evening conferences for second semester for grades 1-5, and one evening conference for grades 6-8.

21.07 Within the framework of the negotiated calendar, the high school conferences will be held according to the following schedule:

- A. Early dismissal approximately three (3) weeks before the conferences to allow for conference preparation.
- B. There will be one and one-half days (1 1/2) of conferences. Teachers will establish their conference schedule to include three (3) hours after 4:00 p.m. on each of the two nights designated for evening conferences and four (4) hours will be scheduled on the afternoon designated for conferences.
- C. High School teachers will have two and one half (2½) days of in-service obligation.

21.08 A. Centerville City Schools reading specialists in grades 1-5 elementary buildings will conduct parent-teacher conferences for one (1) extra day in the fall and one (1) extra day in the spring. Students will attend school on these days and remain in their regular classroom.

- B. Teachers will establish their conference schedule to include twenty one (21) hours over the three (3) days, with three (3) of these hours being after 4:00 p.m. on the night designated for evening conferences.

Conference schedules for each school year will be negotiated as part of the calendar.

**ARTICLE TWENTY-TWO - TIME TO COMPLETE
STUDENT PROGRESS REPORTS**

- 22.01 Teaching Staff Members shall have three (3) school days to complete student progress reports after the end of each grading period as defined by the school calendar. Provision of three (3) days to complete reports shall assure that students are provided an opportunity to submit all work to be included in the assessment during the grading period, and that Teaching Staff Members shall have time to evaluate in a deliberative, professional manner. Teaching Staff Members shall be allowed the equivalent of three (3) calendar days, one (1) of which shall be the Records and Reports Day, to complete end-of-school-year progress reports.
- 22.02 In recognition of the fact that teachers of Kindergarten, Grade 1 and Grade 2 students utilize a different format for student assessment that includes individual assessment data, analysis of running records, and the compilation, maintenance, and analysis of student assessment, the parties agree to compensate said teachers for completion of this work outside of the regular work day to a maximum of ten (10) hours annually at the curriculum rate of pay. Teachers are required to submit the appropriate payroll form to their principal for approval at the end of the first and third quarters.
- 22.03 In recognition of the fact that all teachers, pre-K through grade 12, are required to complete various assessments and reports, one-half (½) day of compensation, calculated on the employee's daily rate, will be provided with the addition of Day 187 in this Negotiated Agreement.

ARTICLE TWENTY-THREE - PLANNING TIME

- 23.01 Elementary Teaching Staff Members grades 2-5 shall have a minimum of Two Hundred Ten (210) minutes of planning time each full week of instruction. Planning times shall be daily in increments of thirty (30) to forty-five (45) minutes. Grades K-1 teachers will receive at least the same amount of planning time as other elementary teachers.

Current coordinated fine arts teams will not serve more than two (2) buildings. IMC directors/counselors may be part of the Elementary Plan Time rotation schedule.

Art, music, PE, IMC and Special education teachers will be provided Two Hundred Ten (210) minutes planning time per week.

- 23.02 Each middle school and high school Teaching Staff Member shall have one (1) period each day as planning time or the equivalent of five (5) periods of planning time each week.
- 23.03 Planning time shall be defined as duty-free time not less than thirty (30) minutes in length.
- 23.04 Planning time does not have to be used exclusively for planning, but may include parent telephone calls, parent conferences, meetings with the Building Principal, and other related tasks which facilitate Teaching Staff Member's duties.
- 23.05 The current high school schedule is one (1) advisory period, five (5) teaching/supervision periods, one (1) planning period, one (1) lunch period. Any proposed change in the high school schedule is a mandatory subject of negotiations.

ARTICLE TWENTY-FOUR - LENGTH OF WORK DAY/DUTY ASSIGNMENTS

- 24.01 The teachers' work day shall be seven and one-half (7 1/2) hours daily Monday through Friday with the exception of scheduled parent/teacher conferences, scheduled open house, and meetings called pursuant to ARTICLE FIVE of this AGREEMENT. Emergency situations such as fire, inclement weather, late buses, etc., can alter the seven and one-half (7 1/2) hour work day.

Notwithstanding the foregoing, teachers are expected to be prepared to teach classes and are expected to perform teacher duties such as planning, grading papers and other teaching activities in accordance with the graded courses of learning.

- 24.02 Teaching Staff Members have the responsibility to perform work assignments during the recognized teacher duty day.
- 24.03 In making such assignments, the Building Principal will take into consideration, among other factors, the teaching load of each Teaching Staff Member, including special subject teachers, and any losses in planning time which may have occurred, in order to equitably distribute all such assignments.
- 24.04 Supplemental duty assignments as listed in Appendix H shall be posted. There should be no obligation on the part of Teaching Staff Members to apply for or accept such supplemental assignments. Refusal of such supplemental assignment shall not be cause for discipline, reprimand or adverse evaluation.
- 24.05 High School Counselors and Evening Hours

- A. It is understood that CHS Guidance Counselors will attend the following meetings:
1. Freshman Parent Orientation
 2. College Information Night
 3. Financial Aid Night
 4. College and Career Fair
- B. As an additional service to parents and students, Guidance Counselors will provide evening programs on a variety of topics. Up to one program per year per counselor will be offered. Counselors will be given time off proportional to the time worked beyond the work day as defined in the MASTER AGREEMENT.
- C. Guidance Counselors will be given proportional time off for individual evening conference with parents as determined necessary by the high school principal and the Guidance Counselor involved.

ARTICLE TWENTY-FIVE - PRINCIPAL ABSENCE

- 25.01 This procedure shall be applicable to the absence of Building Principals in the elementary and middle schools, and to the absence of Unit Principals in the High Schools.
- 25.02 It may be necessary from time to time for a Building-Unit Principal to be absent from the building while school is in session. The Principal shall designate one (1) Teaching Staff Member in the building to act in his/her capacity during absence.
- 25.03 The Principal shall also designate another Teaching Staff Member in the building to act in this capacity in the event the Principal is absent and the first designated individual is also absent.
- 25.04 Such designations shall be made at the opening of school and will be applicable for the entire school year.
- 25.05 A substitute teacher shall be hired for the assignment of the Teaching Staff Member Principal designee, subject to the approval of the Superintendent or his/her representative, if the Principal:
- A. Will be out of the District for an entire day;
 - B. Cannot be reached by telephone during his/her absence from the building;
 - C. Is on sick leave; or

D. Is on other extended absence approved by the Superintendent.

25.06 In the event of the Principal's absence from the building for any of the reasons stated in Section 25.05 the Principal designate should be notified by the Building Principal or other authorized person.

ARTICLE TWENTY-SIX - SUMMER SCHOOL EMPLOYMENT

26.01 The provisions of this ARTICLE shall be applicable only to summer school employment for courses offered for credit (Carnegie Units).

26.02 On or about April 1, the summer school principals (and department chairpersons in high school) should confer to decide tentative summer school curriculum based upon students' needs and interests.

26.03 On or about May 1, a list of tentative courses to be offered and their location should be given to the student body.

26.04 Summer school principals should send a letter to all Teaching Staff Members employed in the regular school year in the levels in which summer school will be offered, on or about May 1, outlining the following:

- A. Tentative course offerings;
- B. Tentative location for classes;
- C. Criteria for employment of faculty;
- D. Financial remuneration;
- E. Statement of desire to teach summer school to be signed by the Teaching Staff Member and returned to his/her Building Principal on or about May 10.

26.05 Employment criteria: Teaching Staff Members who submit a statement of desire to teach summer school shall be prioritized with consideration given to the following:

- A. Hold valid teaching certificate.
- B. Competence of Teaching Staff Members in the subject matter area as determined by the summer school principal (and department chairpersons in high schools).

- C. Teaching Staff Members within the school system.
- D. Teaching Staff Members within the academic department.
- E. Teaching Staff Members teaching the particular subject during regular school year.
- F. Consideration of:
 - 1. Past experience in teaching summer school;
 - 2. Department seniority; and
 - 3. District seniority.
- G. Intent to continue teaching in the Centerville City Schools.

26.06 The summer school principal should be prepared to explain to Teaching Staff Members why they are in the respective positions on the priority list.

26.07 The summer school principal shall recommend to the Director of Personnel a list of Teaching Staff Members to teach summer school. The list will be submitted in priority sequence on or about June 1.

26.08 The Superintendent shall have the sole right to determine whether a program/class shall be conducted in the summer school, and whether a program/class once started will be discontinued, and his/her decision regarding such matters shall be final.

26.09 The hourly rate for summer school pay shall be calculated at .0009 of the base B.A. minimum salary in effect at the termination of the previous regular school year. In the event a program/class is commenced and is thereafter discontinued, the Teaching Staff Member shall be paid for the hours the program/class was in session before it was discontinued.

ARTICLE TWENTY-SEVEN - TEACHER EVALUATION

27.01 The teacher evaluation program outlined in Appendix L entitled Teacher Evaluation Program is incorporated into this Agreement and shall remain in full force and effect until a successor program is negotiated by the Discussion and Resolution Committee. The District Evaluation Committee will make recommendations to the Discussion and Resolution Committee regarding any changes.

27.02 In the event a Teaching Staff Member does not agree with any evaluation, the Teaching Staff Member may file a grievance concerning such evaluation; provided, however, such grievance shall not be appealable to arbitration.

27.03 Application Procedures for Continuing Contract Status are as follows:

A. Teaching Staff Members who were issued a teaching certificate or educator license prior to January 1, 2011:

A Teaching Staff Member, (whether at the end or in the middle of a multiple year contract), is eligible for continuing contract consideration if:

- 1) Certification:
 - a) He/she holds a professional 8-year certificate during the current school year or will apply for a professional certificate during the current year, and
 - b) Is on active teaching status, and
 - c) Has taught for at least three (3) of the last five (5) school years in the district.
- 2) Licensure:
 - a) He/she holds a professional 5-year license during the current school year, and
 - b) Is on active teaching status, and
 - c) Has taught for at least three (3) of the last five (5) school years in the district, and
 - d) Has acquired a minimum of thirty (30) semester hours of coursework in the area of licensure or a minimum of thirty (30) semester hours of coursework in an area related to the teaching field since the initial issuance of a certificate or such license, or the equivalent of thirty (30) semester hours through professional growth activities as approved by the CPDC, or a combination of semester hours and equivalent activities as approved by the CPDC equal to thirty (30) semester hours.
- 3) For the Teaching Staff Member(s) who held a Master's degree at the time of initially receiving a teacher's certificate under the 1987

certification standards or an education license, the following guidelines apply:

- a) six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field must be earned since the initial issuance of such certificate or license, and
- b) has taught for at least three (3) of the last five (5) school years in the district.

B. Teaching Staff Members who never held a teacher's certificate and were initially issued an educator license on or after January 1, 2011:

A Teaching Staff Member (whether at the end or in the middle of a multiple year contract), is eligible for continuing contract consideration if:

- 1) The Teaching Staff Member never held a teacher's certificate and was initially issued an educator license on or after January 1, 2011.
- 2) The Teaching Staff Member holds a professional educator license, senior professional educator license, or lead professional educator license issued under section 3319.22 of the Revised Code.
- 3) The Teaching Staff Member has held an educator license for at least seven years.
- 4) The Teaching Staff Member has completed the applicable one of the following:
 - a) If the Teaching Staff Member did not hold a master's degree at the time of initially receiving an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license;
 - b) If the Teaching Staff Member held a master's degree at the time of initially receiving an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

- C. Teaching Staff Members who have taught in another Ohio school district.

A Teaching Staff Member (whether at the end or in the middle of a multiple year contract), is eligible for continuing contract consideration if he/she has taught under a continuing contract in another Ohio school district and has taught in Centerville for at least two (2) school years and also has a professional 8-year certificate and/or a professional 5-year license.

- D. Teaching Staff Members who qualify for continuing contract status under Section 27.03A, B and C must have all necessary requirements on file with the Director of Human Resources and apply in writing for continuing contract consideration no later than October 1. These requirements supersede tenure eligibility under Revised Code 3319.11.
- E. Teaching Staff Members eligible for a continuing contract will participate in the clinical observation cycle as defined in Appendix N entitled Teacher Evaluation Program. The process will be amended to omit the Unsatisfactory-Basic-Proficient-Distinguished rating scale for each component of the four (4) domains. The observations and final evaluation report are to be completed by March 15.
- F. The process for evaluating a Teaching Staff Member being considered for a continuing contract means the evaluator will consider all four (4) Domains and each of the twenty-two (22) Components in Charlotte Danielson's A Framework for Teaching. The intent for the Teaching Staff Member under consideration for a continuing contract is to focus his/her energies on the 22 Components within the 4 Domains, and for the evaluator to review such; rather than have the Teaching Staff Member identify separate goals for the school year.
- G. Teaching Staff Members who meet the requirements in A, B and C will be considered for continuing contract status for the following school year with contract status determination being made at the regular April BOARD meeting.
- H. A Teaching Staff Member, if eligible under A, B, and C may apply for continuing contract consideration prior to October 1 at the start of year three (3) under A, at the start of year seven (7) under B, and at the start of year two (2) under C.
- I. Upon the mutual agreement of a Teaching Staff Member and his/her Principal/Supervisor, a Teaching Staff Member may withdraw his/her

request for a continuing contract and accept a one-year limited contract.
(Appendix O)

- 27.04 Evaluation forms are included in the District booklet "Enhancing Professional Practice ... Exploring Professional Growth.", are posted on the staff intranet. The substance of the evaluation form cannot be changed without negotiations but the design may be modified.
- 27.05 As it related to limited contract holders whose contracts are expiring, this procedure supersedes the evaluation protections provided in ORC 3319.11 and 3319.111 (HB 330). A non-renewed teacher would retain his/her due process rights under ORC 3319.11 except for this evaluation procedure.
- 27.06 If Ohio statutory law relating to continuing contracts, evaluation, due process or termination of limited contract holders whose contracts are not expiring or continuing contract holders changes during the life of this collective bargaining agreement, the parties agree to: (a) meet in effects bargaining at the call of either party to determine how, if at all, the evaluation procedure will be changed to supersede such law; and (b) to utilize the law to the effect it relates to limited contract holders whose contracts are not expiring or continuing contract holders whose contracts are not expiring or continuing contract holders until such time as an agreement is reached via the effects bargaining.

ARTICLE TWENTY-EIGHT - GRIEVANCE PROCEDURE

- 28.01 A "grievance" is defined as any question or controversy between any professional Teaching Staff Member or the ASSOCIATION with the BOARD and/or the Administration concerning the interpretation, application of, compliance with, or noncompliance with the provisions of this AGREEMENT; provided,
- A. When a Teaching Staff Member submits a matter to a specific administrative agency provided for by the Statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission, SERB, etc.), such matter may not be made the subject of a grievance and may not be processed as such.
- B. Any decision by the BOARD or any recommendation of the Superintendent to terminate or not to renew the contract of any professional Teaching Staff Member, whether such professional Teaching Staff Member is under a limited contract or continuing contract (See O.R.C., Section 3319.16) with the BOARD, may not be made the subject of a grievance and may not be processed as such.

C. If a specific Section of this AGREEMENT states that a particular decision is "final" and/or that a particular matter is not subject to the grievance procedure, issues regarding such decisions and/or such matters shall not be made the object of a grievance and may not be processed as such.

28.02 The limits in days under each section shall be counted as calendar days. The number of days indicated at each level shall be considered as maximum. The time limits may, however, be extended by mutual agreement of the parties concerned, expressed in writing.

28.03 If any grievance is not initiated at Level Two within thirty (30) days after the Teaching Staff Member knew of the event or condition upon which it is based, or with reasonable diligence should have known of such event or condition, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such.

28.04 Nothing required by this formal grievance procedure shall be construed as limiting the privilege of any Teaching Staff Member having a complaint or problem, to discuss the matter informally with the appropriate representative of the Administration and having such matter adjusted without intervention and/or consultation of the ASSOCIATION; provided the adjustment does not conflict with the terms of the AGREEMENT.

28.05 The ASSOCIATION may designate its representative for processing grievances. Any Teaching Staff Member may consult this representative for assistance; provided, however, any activity of this type shall be conducted at times which will not interfere with the pupil contact duties and/or faculty meetings involving the Teaching Staff Members involved.

28.06 All grievances shall be processed as follows:

A. Level One-Informal Procedure

Grievances should first be discussed with the lowest level administrator appearing to have the authority to resolve the grievance.

B. Level Two-Formal Procedure

1. In the event the Grievant is not satisfied with the disposition of the grievance at Level One or if no timely disposition has been rendered, the grievance may be formally filed with the same administrator.

Such filing in writing or Appendix I shall be not later than thirty (30) days after the Grievant knew of the event or condition upon which it

is based, or with reasonable diligence should have known of such event or condition.

2. The administrator shall hold a hearing on the grievance within seven (7) days after receipt of the written grievance and shall provide a written answer to the grievance. Such answer shall be forwarded to the grievant within seven (7) days of the hearing.

C. Level Three

1. In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) days after the hearing, the grievance may be appealed to the Superintendent by filing such grievance with the Director of Personnel. Said appeal must be filed within fourteen (14) days of the disposition at Level Two.
2. The Superintendent or his/her representative(s) shall, within seven (7) days of the receipt of the grievance, conduct a hearing of the grievance. Within seven (7) days after the hearing, the Superintendent or his/her designee shall issue a written decision on the grievance along with the basis for such decision. Copies will be forwarded to the grievant.
3. The grievant shall give the ASSOCIATION a copy of any non-ASSOCIATION filed grievance that is filed within three (3) days after such filing. The administrator shall give the ASSOCIATION a copy of any and all answers to such a grievance.

28.07 If the ASSOCIATION determines to submit the grievance to arbitration, it may do so by filing a demand for arbitration with the American Arbitration Association (AAA) according to AAA Rules. Such notice must be served within ten (10) days after the Level Three answer was issued. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this AGREEMENT. The arbitrator shall be without authority to add to, subtract from, or modify the terms of this AGREEMENT and may only issue his/her decision with respect to the limited issue presented to him/her. The arbitrator's decision shall be in writing and set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator is binding on all parties. The costs for the services of the arbitrator, including per diem expenses, shall be borne equally by the BOARD and the ASSOCIATION.

- 28.08 Right to Representation: Any grievant may be represented by the ASSOCIATION in any grievance processed pursuant to the provisions of this AGREEMENT.
- 28.09 A grievance may be withdrawn at any level without prejudice or record.
- 28.10 The ASSOCIATION, as such, shall have the right to utilize the grievance procedure. Such grievances shall be initiated at Level Two Formal Procedure, by the ASSOCIATION within thirty (30) days after the ASSOCIATION knew, or with reasonable diligence should have known, of the event or condition upon which the grievance is based. In the event the grievance affects Teaching Staff Members in more than one building, such grievance shall be filed with the Director of Personnel rather than any lower level administrator.
- 28.11 Upon mutual written agreement of the parties to this AGREEMENT, and further upon joint submission to AAA, grievances may be arbitrated according to the expedited rules of the AAA.
- 28.12 All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**ARTICLE TWENTY-NINE - PROFESSIONAL GROWTH CREDITS AND
TUITION REIMBURSEMENT**

- 29.01 A. Professional Growth Credits for Teaching Staff Members may be earned in the following areas:
1. Graduate College Training;
 2. Travel;
 3. Workshops and Professional Meetings;
 4. Undergraduate College Training;
 5. Other equivalent activities for licensure candidates per C.P.D.C. guidelines
- B. In order to be counted toward credit on the salary schedule Professional Growth Credits must be on file in the Personnel Office in the form of a transcript, or temporarily, an official grade report by September 15 of the school year.
- C. Midyear (second semester) advancement on the salary schedule will be granted for Teaching Staff Members who complete the necessary professional growth requirements. Teaching Staff Members should request midyear advancement to the Director of Personnel no later than December 1.

Effective January 1, 1980, midyear advancement on the salary schedule will be granted those Teaching Staff Members who complete the necessary professional growth requirements. Transcripts, or, temporarily, an official grade report, which will effect a change in salary at midyear, must be on file in the Personnel Office by January 15 of the school year.

A midyear advancement will be in the amount of one-half (1/2) of the annual professional growth increment and shall be payable over the remaining payroll of the Teaching Staff Member.

29.02 Definition of Areas

A. Graduate College Training

Each semester hour of college credit granted by a recognized graduate school after a Teaching Staff Member has earned a Bachelor's Degree shall be one (1) credit.

B. Travel

Tentative approval must be received from the Superintendent before travel should be undertaken for professional growth credit. The applicant must document that such travel will contribute to the cultural and/or professional training of the Teaching Staff Member in the area for which he/she presently is assigned teaching responsibilities.

Upon completion of the travel experience, the Teaching Staff Member must submit a written report to the Superintendent citing his experiences and how they have contributed to his/her cultural and/or professional training. The Superintendent will then evaluate these experiences and reach a recommended decision to the BOARD as to whether or not they may apply toward professional growth.

Commencing with the 1999-2000 school year one-third (1/3) credit shall be awarded for each week of travel. No credit is permitted for fractions of weeks. A maximum of one (1) travel credit per Class V and a maximum of one (1) travel credit per Class III is all that will be permitted.

C. Workshops and Professional Meetings

Credit for attendance at workshops and professional meetings which would apply toward professional growth credit shall be of a nature for which college or university credit is not secured, and which contributes directly to

the teaching effectiveness of the Teaching Staff Member. The Teaching Staff Member should secure tentative approval from the Superintendent before attending the workshop or professional meeting if he/she hopes to receive professional growth credit for such attendance. Upon completion of the workshop or professional meeting experience, the Teaching Staff Member must submit a written report to the Superintendent citing his/her experiences and indicating in what manner these experiences have contributed to his/her own individual professional growth. The Superintendent will then make an evaluation of these experiences and reach a recommended decision to the BOARD as to whether or not they may apply toward professional growth. One-third (1/3) credit toward professional growth shall be awarded for each ten (10) hours' workshop or professional meeting experience. There shall be no limit to the number of credits earned per growth block.

D. Undergraduate College Training

Each semester hour of undergraduate college training shall be worth one-half (1/2) credit. To receive professional growth credit, this college work must have been done after the Teaching Staff Member has received his/her first initial provisional teaching certificate. This work must be applicable toward a recognized college degree or other certification requirement whether the Teaching Staff Member is seeking a degree or not. A transcript must be on file in the Personnel Office just as in the case of graduate credit, if such hours are to count toward a professional growth block. There shall be no limit to the number of credits earned in this manner during a professional growth block.

E. Other Equivalent Activities for Licensure Candidates per C.P.D.C. guidelines

"Other equivalent activities" originated in Ohio legislation SB 230, Teacher Education and Licensure Standards, Chapter 330124 of the administrative Code. Other equivalent activities are to be related to classroom teaching and/or the area of licensure as approved by the local professional development committee (C.P.D.C. in Centerville). The C.P.D.C. has confirmed the equivalent activities category exists to encourage initiative, exploration, and professional leadership. A maximum of fifteen (15) other equivalent activities credit (semester hour) per Class V and a maximum of ten (10) other equivalent activities credit (semester hour) per Class III is all that will be accepted.

29.03 It is understood that in order for the items set forth in 29.02 A., B., and/or C., above to apply toward professional growth credit, no expenses for registration, tuition, texts, class materials, travel expenses, board or room will be incurred by the BOARD. Release time without loss of pay for professional meetings or workshops will be approved when less than or equivalent to two (2) working days (16 hours) are requested.

29.04 Projects funded by the State or Federal monies which are related to professional growth and require local matching of funds should be submitted to the Superintendent for review related to the granting of credit for participants. Approval by the Superintendent will allow the forwarding of the request to the BOARD for final disposition.

29.05 In the event a Teaching Staff Member does not agree with the recommendation of the Superintendent to the BOARD or the decision of the BOARD with respect to the granting of professional growth credits, the Teaching Staff Member may file a grievance concerning such matter; provided, however, such grievance shall not be appealable to arbitration.

29.06 Graduate Tuition Reimbursement

- A. The Board will allocate a pool of \$45,000 annually to be used by Teaching Staff Members on the Bachelor's Degree (Class III of the Salary Schedule) for graduate tuition reimbursement. Teaching Staff Members are eligible for reimbursement up to a maximum of \$600 annually for graduate level course work leading to an initial Masters Degree in education or their area of certification/licensure. Reduced tuition through Summer Institute hours is not eligible for tuition reimbursement. If during a year, more than seventy-five (75) Teaching Staff Members are approved for reimbursement, the pool will be equally divided among all approved Teaching Staff Members.
- B. Graduate tuition reimbursement shall be made to the Teaching Staff Member on the second pay in December for course(s) taken which conclude between September 1 and August 31 of the previous school year. Payment will be made for tuition expense only and will not include payment for such items as books, materials, laboratory fees, meals, parking fees, application fees, graduation fees, internet hookup, or other miscellaneous fees.
- C. To be eligible for graduate tuition reimbursement, Teaching Staff Members must meet the following criteria:

1. Graduate tuition reimbursement applies only to graduate level coursework taken after the Teaching Staff Member's employment by the Board.
 2. Written application for reimbursement must be submitted to the Personnel office by September 15 of the reimbursement year accompanied by an official college transcript or temporarily, an official grade report indicating successful completion of the course(s) and a receipt showing payment to the university.
 3. The Teaching Staff Member must take the coursework and be employed by the Board at the time of reimbursement.
- D. The parties agree to delete Article 29.06 from the Agreement effective September 1, 2011 due to the elimination of the requirement to attain a Masters Degree for licensure. If the requirement to attain a Masters Degree for licensure should be reinstated by the Department of Education or a legislative body, Article 29.06 will immediately be reinstated as an active Agreement article.

ARTICLE THIRTY - COMPENSATION

30.01 The compensation of regular Teaching Staff Members covered by this AGREEMENT is reflected in Appendix G.

A. Longevity

A Teaching Staff Member employed in the Centerville City Schools will receive an increment equal to .055 units for Class I, .08 units for Class III (based on the BA base), and .08 units for Class V (based on the MA base) upon the completion of the 15th, 19th, 23rd, 27th, and 31st year of service in the Centerville City Schools.

B. Experience Credit

A Teaching Staff Member commencing employment with or being re-employed by the Centerville City Schools shall not be placed above Step 7 on the salary schedule.

In entering the Centerville City Schools, one hundred twenty (120) days of teaching within a regular school year ending June 30 as an elementary or secondary Teaching Staff Member shall count as a year of experience for placement on the salary schedule. For those who have been substitute

teachers, the days substituted preceding placement on the regular salary schedule shall count as a part of the one hundred twenty (120) days required for determining a year's teaching experience.

Credit on the salary schedule shall be given for active military experience, not to exceed five (5) years; military service must be eight (8) continuous months of service to be recognized as a year of authorized experience.

Teaching experience in an overseas dependent school operated by one (1) of the U.S. Armed Forces or the U.S. State Department and an elementary or secondary school operated by a state agency, approved by the State Board of Education, may be counted as authorized experience.

One (1) year of credit on the salary schedule may be given for teaching experience at the college or university level if such experience is one hundred twenty (120) days or more in one (1) school year. Not more than five (5) years of credit for college or university experience can be given to a Teaching Staff Member.

One (1) year of credit may be given for every year (ten [10] continuous months) of trade or business experience to an industrial arts, vocational shop, or related subject Teaching Staff Member employed in a vocationally funded position. Not more than five (5) years of trade or business experience can be given to a Teaching Staff Member.

One (1) year of credit may be given for every year (ten [10] continuous months) of working experience to an occupational therapist or physical therapist provided this work experience took place after the occupational therapist earned a bachelor's degree and completed the curriculum as required by the Council on Medical Education and Hospitals of the American Medical Association in occupational therapy; and provided this work experience took place after the physical therapist earned a bachelor's degree and was the holder of an Ohio Medical Board License in physical therapy. In addition to the above stated work related credit for occupational or physical therapists the Superintendent may, at his/her discretion, grant additional credit if he/she deems it necessary.

C. Classification of Teaching Staff Members on Salary Schedule

Class I Teaching Staff Members who have not received a Bachelor's Degree.

Class III Teaching Staff Members with a Bachelor's Degree from a recognized college.

Class III +10 Professional Growth Credits

Teaching Staff Members who have a Bachelor's Degree from a recognized college and have ten (10) professional growth credits received after obtaining the Bachelor's Degree.

Class III + 20 Professional Growth Credits

Teaching Staff Members who have a Bachelor's Degree from a recognized college and have twenty (20) professional growth credits received after obtaining the Bachelor's Degree.

Class III + 30 Professional Growth Credits

Teaching Staff Members who have a Bachelor's Degree from a recognized college and have thirty (30) professional growth credits received after obtaining the Bachelor's Degree.

Class V Teaching Staff Members with a Master's Degree from a recognized college.

Class V + 10 Professional Growth Credits

Teaching Staff Members who have a Master's Degree from a recognized college and have ten (10) professional growth credits received after having obtained the Master's Degree.

Class V + 20 Professional Growth Credits

Teaching Staff Members who have a Master's Degree from a recognized college and have twenty (20) professional growth credits received after having obtained the Master's Degree.

Class V + 30 Professional Growth Credits

Teaching Staff Members who have a Master's Degree from a recognized college and have thirty (30) professional growth credits received after having obtained the Master's Degree.

D. Salary Procedures Partial School Year Teaching Staff Members

Effective January 1, 1968, Teaching Staff Members employed in the Centerville City School System for at least one (1) semester of a given school year will, if tendered a contract for a subsequent school year, be awarded a year's credit on the Teaching Staff Member's salary schedule.

For Teaching Staff Members who leave the system and return, two (2) or more partial years of teaching experience in the Centerville City Schools will be added together to ascertain the number of full years of teaching experience when determining the proper placement on the salary schedule.

- E. Teachers with less than seventy-five percent (75%) time who have advisory responsibilities will receive three (3) days of compensation at the teacher's daily rate.
- F. The BOARD and the ASSOCIATION mutually agree that Teaching Staff Members at the elementary and middle school levels may be contracted as teachers for one (1) hour per day. The rate of reimbursement shall be calculated at one of seven and one-half hours (13.3%) of the appropriate placement on the teacher salary schedule provided for each hour contracted.

30.02 National Board Certification

Upon written verification of earning National Board Certification from the National Board for Professional Teaching Standards a one-time stipend of \$3,500.00 will be awarded to the Teaching Staff Member who receives National Board Certification while in the employ of Centerville Schools.

30.03 In-Service and Curriculum Compensation

The compensation for teaching staff members who work outside of their regular workday for in-service or curriculum shall be \$25.00 per hour.

30.04 Department Head Stipend and Summer Compensation

The compensation for Department Heads of English, Math, Science and Social Studies will be \$3,000.00. This compensation will be offered in the form of an extracurricular contract. This compensation is in addition and separate from the extra plan period of the High School Department Heads.

The compensation for summer work will be the maximum of fifty (50) hours per English, Math, Science, Social Studies department head at the curriculum hourly rate for that school year.

30.05 Counselor Additional Extended Time and Summer Compensation

The extended days for Counselors will be provided as outlined below. This compensation will be offered in the form of a supplemental contract.

High School Department Head Counselor	15 days
High School Counselor	12 days
Middle School Counselor	10 days
Elementary School Counselor	5 days
Prevention Counselor/Social Worker	10 days
Intervention Counselor	15 days
Career Pathways Coordinator/Counselor	15 days

Counselors who were compensated at the per diem rate at some time in the past will again be compensated at the per diem rate for the appropriate number of days as listed above.

Counselors who have always been compensated at the curriculum hourly rate of pay will continue to be compensated at that rate for the appropriate number of days as listed above.

ARTICLE THIRTY-ONE - CIVIL DISTURBANCES

31.01 In the event of a civil disturbance in or near school buildings when school is in session, the following procedures shall be followed:

- A. The first Teaching Staff Member to recognize such a potential civil disturbance shall immediately notify the Building Principal of such disturbance.
- B. The Superintendent shall determine whether classes will continue as scheduled.
- C. If the matter of the disturbance is such that in the opinion of the Building Principal, students might be in some degree of physical danger, the Teaching Staff Member responsible for such students will be directed to move them to an appropriate, safe area inside the school building and to remain with the students.

31.02 Teaching Staff Members whose rooms or teaching stations are adjacent to or otherwise close to a building entrance or exit should attempt to lock such entrance or exit from the inside of the building during any civil disturbance.

31.03 Teaching Staff Members are responsible for the students who are under their charge until such time as students are dismissed from the building.

31.04 Within the limitations of this ARTICLE, each Building Principal will develop a procedure for his or her school building, which procedure, after approval by the

Superintendent, shall be provided each Teaching Staff Member in the building at the beginning of the school year. If any changes are made in this procedure during the school year, such changes shall also be provided to each Teaching Staff Member in the building at the time of adoption.

ARTICLE THIRTY-TWO - COOPERATING TEACHER

No Teaching Staff Member shall be assigned a student teacher without the Teaching Staff Member's consent.

ARTICLE THIRTY-THREE - S.T.R.S. TAX DEFERRED PLAN

- A. Effective July 1, 1983, the BOARD agrees to provide a tax deferred plan on employee contributions to STRS.
- B. It is understood that it is the responsibility of each individual teacher to make any necessary adjustment(s) in any other tax sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- C. The BOARD is not liable nor will it be held responsible for any related legal, IRS, STRS, or any other agencies' penalties or decisions concerning this plan now or in the future.
- D. The ASSOCIATION agrees to indemnify and save the BOARD harmless against any and all claims that shall arise out of or by reason of any action taken by the BOARD in compliance with provisions of this ARTICLE.

ARTICLE THIRTY-FOUR - TRAVEL REIMBURSEMENT

- 34.01 Any Teaching Staff Member required in the course of his/her employment to drive a personal automobile will be reimbursed for such usage at the rate established by the BOARD for use of vehicles for all employees of the Centerville City Schools for mileage as approved by the Superintendent.
- 34.02 Reimbursement shall be made by check separate from payroll checks and shall not be reported as income on the Internal Revenue Form W2.
- 34.03 Travel expense reports must be kept. Entries should be posted promptly and reports turned in at the end of each calendar month to the Superintendent.
- 34.04 In requesting travel expense, the Teaching Staff Member should indicate the date of travel, destination, and mileage.

- 34.05 Travel expense between a Teaching Staff Member's home and the school building or office to or from which he/she travels at the beginning and end of the school day will not be included in travel expense allowance.

ARTICLE THIRTY-FIVE - CLASS SIZE AND TEACHING LOAD

- 35.01 A timely effort will be made to balance, achieve and maintain equality in class size and teacher workload within grade level and/or subject area within each building.

The number of pupils assigned to any unit or classroom by the Administration shall not exceed the capacity of the teaching facilities. If either the ASSOCIATION or a Teaching Staff Member believes that there is an imbalance or overload in either an individual class size, or the total teaching load of a Teaching Staff Member, the following procedure will be used:

- A. The ASSOCIATION shall refer the problem in writing to the Building Principal for resolution.
 - B. If the alleged imbalance or overload is not resolved, the ASSOCIATION shall refer the problem to the Superintendent or his designee for resolution.
 - F. The Superintendent's resolution of the alleged imbalance or overload is final.
- 35.02 Collaborative Process-Subject to Article 35.01 Above
- A. Building principals will continue to involve Teaching Staff Members in a collaborative effort to develop building schedules.
 - B. Unresolved issues of class size, balance, loads and scheduling will be handled within the framework of the Discussion and Resolution Committee meetings.
 - C. Central office administrators will meet with the CCTA Building Representatives in the spring and fall of each year regarding class size projections.
 - D. For the High School the following process will also apply:
 - 1. The Discussion and Resolution Committee will get information about the scheduling process from the High School Principal beginning in January.

2. The Discussion and Resolution Committee will meet to discuss the scheduling process after the department heads have turned in their departmental schedules.
 3. The Discussion and Resolution Committee will meet to discuss the scheduling process when preliminary class rosters are available.
 4. The Discussion and Resolution Committee will meet after school starts during either the last week in September or the first week in October to evaluate the scheduling process.
- G. The Association and administration will meet and discuss new education delivery options and equate how they relate to class size, teaching load, student contact time, planning time and collaboration.
- F. Teaching Staff Member load will also be addressed by the joint administration/association groups as outlined in Article 1.08 F.

**ARTICLE THIRTY-SIX - RELEASED TIME FOR PARTICIPATION ON
DISTRICT-WIDE COMMITTEES**

- 36.01 The following shall hold their meetings on school time: Curriculum Committees, Textbook Adoption Committees, Assessment Committee. Members of these committees shall be provided released time to attend their meetings. The committee Members shall make necessary arrangements to assure that a substitute is provided to replace them when a committee meeting is held.
- 36.02 Due to the composition of the following committees, and the indeterminable nature of their tasks, Members of the Curriculum Advisory Council shall not be provided released time or compensation to attend meetings.

ARTICLE THIRTY-SEVEN - AIDES

- 37.01 It shall be the sole prerogative of the Superintendent to determine the allocation and utilization of aides. Building administrators and staff will be encouraged to collaborate regarding the utilization of aides in their buildings.
- 37.02 The Criteria which will be considered in determining such allocation and utilization shall be:
- A. the type of program in the unit, school, or department,
 - B. the particular expectations of the position, and

- C. the number of pupils to be served.

ARTICLE THIRTY-EIGHT - TUTORS

- 38.01 The term "tutors" as used in this AGREEMENT shall refer only to certificated/licensed Staff classified as learning disabled, developmentally disabled, speech and hearing tutors and/or other certificated/licensed Staff classified as regular tutors (as opposed to casual tutors) who perform their services in Centerville City School District Buildings. Certificated/Licensed Staff Members who perform tutorial services outside the buildings of the Centerville City School District (e.g., at a residence or hospital) and/or casual tutors shall not be deemed included within this definition.
- 38.02 A. Tutors shall be compensated on an hourly rate of .0009 of the base teacher's salary at Class III, Step 3, for tutors holding a Bachelor's Degree and Class III, Step 6 Bachelor's Degree for tutors holding a Master's Degree. The annualized compensation will be determined by expected student need, as calculated by the Director of Pupil Services to include Articles 38.06 and 38.07.
- 38.03 Tutors shall be entitled to receive coverage under the insurance program described in ARTICLE EIGHTEEN using the following insurance co-pay formula:
- A. Tutors working three (3) hours or less on an average basis as projected by the tutor's schedule as of the 1st of each month shall pay the negotiated co-pay plus 60% of the remaining premium.
- B. Tutors working more than three (3) hours but less than five (5) hours on an average basis as projected by the tutor's schedule as of the 1st of each month shall pay the negotiated co-pay plus 45% of the remaining premium.
- C. Tutors working five (5) hours or more but less than seven (7) hours on an average basis as projected by the tutor's schedule as of the 1st of each month shall pay the negotiated co-pay plus 20% of the remaining premium.
- D. Tutors working seven (7) hours or more on an average basis as projected by the tutor's schedule as of the 1st of each month shall pay the negotiated co-pay of the premium.
- 38.04 For purposes of ARTICLE TWENTY a tutor shall have seniority only as a tutor. Should a certificated/licensed Teaching Staff Member who is employed as a tutor subsequently become a regular classroom teacher under a regular teaching

contract, such individual's non "tutor" seniority shall commence and date from the date of such other employment and shall not include any service time as a tutor.

38.05 It is understood and agreed that not all ARTICLES of this AGREEMENT are applicable to Tutors. In addition to this ARTICLE, the following ARTICLES of this AGREEMENT shall be deemed applicable to Tutors:

ARTICLE ONE, Section 1.02 only
ARTICLE THREE
ARTICLE FOUR
ARTICLE FIVE
ARTICLE SEVEN
ARTICLE NINE
ARTICLE TEN
ARTICLE ELEVEN, Sections 11.03, 11.04 and 11.07 only
ARTICLE TWELVE
ARTICLE THIRTEEN
ARTICLE FOURTEEN
ARTICLE FIFTEEN
ARTICLE SEVENTEEN
ARTICLE EIGHTEEN (Subject to the limitations in 38.03 above)
ARTICLE NINETEEN
ARTICLE TWENTY (Subject to the limitation in 38.04 above)
ARTICLE TWENTY-ONE
ARTICLE TWENTY-TWO
ARTICLE TWENTY-SIX
ARTICLE TWENTY-SEVEN
ARTICLE TWENTY-EIGHT
ARTICLE THIRTY-ONE
ARTICLE THIRTY-TWO
ARTICLE THIRTY-THREE
ARTICLE THIRTY-FOUR
ARTICLE FORTY
ARTICLE FORTY-ONE

38.06 Tutors shall be provided weekly planning time based upon the following guidelines:

- A. Tutors working three (3) or fewer hours per day on a weekly average shall have a paid one (1) hour planning period per week.

- B. Tutors working more than three (3) hours per day, but fewer than five (5) hours per day on a weekly average shall have a paid two (2) hour planning period per week.
- C. Tutors working five (5) or more hours per day on a weekly average shall have a paid two and one-half (2 ½) hour planning period per week.

38.07 Tutors shall be provided "professional support" time in order that they may attend regularly scheduled parent-teacher conferences; provide IEP preparation time with classroom teachers; to attend building-level in-service and Staff meetings; and, participate in Staffings. The formula for compensation is as follows:

- A. Tutors working three or less hours per day on a weekly average would receive one half hour (1/2) per week, 20 additional hours per year at their hourly rate.
- B. Tutors working more than three hours per day on a weekly average would receive one hour (1) per week, 40 additional hours per year at their hourly rate.

ARTICLE THIRTY-NINE - COVERAGE FOR ABSENT STAFF MEMBERS

39.01 The Administration will make a diligent effort to provide a substitute whenever a Teaching Staff Member, school library Staff Member, or aide is absent. When a substitute cannot be secured (either a substitute aide or a substitute teacher) a Teaching Staff Member may be requested by the Building Principal to waive his/her planning period to assume the responsibilities of either an absent Teaching Staff Member, library Staff Member, or aides in lieu of a substitute. The Principal will keep a record of the times when each Teaching Staff Member has accepted such responsibilities. The purpose of this record shall be to assist in equitably rotating such requests among the available Teaching Staff Members in the building for the class period involved.

ARTICLE FORTY - DRUG FREE WORKPLACE

It is the policy of the Board of Education of the Centerville City Schools to maintain a drug-free workplace in full compliance with the Drug-Free Workplace Act of 1988. To ensure the health, safety and wellbeing of all employees of the Centerville City Schools, all employees will adhere to the following:

1. Unlawful manufacture, distribution, dispensation, possession, use or being under the influence of controlled substances (drugs) is prohibited any time, during working hours or after, when employees are on Centerville City

Schools premises or while engaged in Centerville City Schools activities off school District premises.

2. No employee shall report to work, return from a break, drive any vehicle owned by Centerville City Schools, or drive any vehicle on business for Centerville City Schools while under the influence of alcoholic beverages or drugs.
3. The use, possession, transport, selling or purchase of alcoholic beverages while engaged in activities on Centerville City Schools premises or during a Centerville City Schools sponsored function is prohibited.
4. Where this policy has been violated, the employee may elect to seek rehabilitation through an approved treatment program, provided the employee is otherwise eligible for continuing employment. A Re-Entry Agreement, which will include an understanding that the employee will cooperate in all recommended treatment(s) and abstain from the use of any mind altering substance, must be signed by an employee electing this Rehabilitation Option. Rehabilitation in lieu of discipline is available only one (1) time during any employee's tenure of employment. Rehabilitation, whether undertaken voluntarily or in lieu of discipline, shall be entirely at the employee's expense, and without pay, except as may be covered by applicable group health plan terms, sick leave policies and other leaves of absence policies.
5. Violation of this policy will result in appropriate disciplinary measures being taken which may include termination.

For the purposes of this policy,

1. "Controlled Substance" shall be defined as narcotics, including opiates and opium derivatives, hallucinogenic substances, depressants, stimulants and any other substance included within the definition of "controlled substance" as set forth in ORC 3719.01;
2. "Distribution" shall include dealing in, shipping, transporting or delivering a controlled substance;
3. "Dispensing" shall include selling, leaving with, giving away or delivering a controlled substance;
4. "Workplace" shall be defined as any school building, school property, school-owned vehicles or school-approved vehicle used to transport

students to and from school or school activities, or off school property during any school-sponsored student-related activity, event or function.

In order to achieve and maintain a drug-free workplace, the Board hereby declares that, as a condition of employment with the District, each employee shall:

1. Abide by the terms of this policy; and
2. Notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction of school employee.

The Superintendent is further directed to take one of the following actions with respect to any employee who is so convicted within 30 days of receiving notice of such conviction:

1. Taking appropriate personnel action against such employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse intervention or rehabilitation program.

Centerville City Schools recognizes that chemical dependency is a disease which is a progressive but treatable condition from which a person can successfully recover and lead a productive life. Employees are encouraged to obtain drug abuse education or prevention information available on a voluntary, non-threatening and confidential basis that will not jeopardize an individual's status as an employee. Centerville City Schools support employees' intentions to obtain assistance for problems related to substance abuse in the following ways:

1. There will be available for all Centerville City Schools employees at least one educational opportunity per year to inform employees about the hazards of substance abuse, rehabilitation option, and Centerville City Schools' policies on substance abuse. Such may take the form of in-services, seminars, meetings or similar functions.
2. The Personnel Office will maintain information on employee benefits available to assist in resolving substance abuse problems as well as information on community resources for addressing such problems. This information will include alcohol and drug counseling, rehabilitation and reentry programs available to employees.
3. A copy of this policy will be distributed to all Staff annually through the Personnel Office.

Confidentiality

Information provided to administrative personnel as to any problem related to alcohol and other drug abuse or chemical dependency shall be considered part of the employee's medical record, and shall be CONFIDENTIAL. Except as may be required by law, no person may discuss or otherwise divulge any information concerning such matters.

ARTICLE FORTY-ONE – DISTANCE LEARNING AND ONLINE CLASSES

41.01 Development

Instructors who participate in the development of district online courses are expected to:

- A. Each semester course must have 15 weekly modules that reflect the typical classroom and discussion time plus the common assignment and participation time expected as homework.
- B. Each module is expected to include a module overview, learning activities and resources
- C. Each semester course must have at least four to five face-to-face meetings with the students. Face-to-face meetings include but are not limited to video conferences, lab experiences, classroom lectures and testing, and or fieldtrips.
- D. Each course must include a semester project or exam at the end of each semester.

41.02 Delivery

Instructors who participate in delivering an online course are expected to:

- A. Manage and update learning activities and resources for weekly modules
- B. Provide opportunities for students to ask questions and receive assistance with course materials and concepts
- C. Monitor student weekly by providing feedback on assignments, posting points earned, and checking online logs
- D. Schedule resources and materials needed for face-to-face meeting with students
- E. Submit grade reporting to the high school for posting.

41.03 Compensation for the development of a course is:

Each new online course will have a one time initial development supplemental stipend of \$1000 per semester of the course being written.

41.04 Compensation for the delivery of a course is:

District bargaining unit members who teach Distance Learning courses shall be compensated in the following manner:

Compensation is based on a semester course:

Teaching class size	Total compensation
1-6 students	\$1,000
7-12 students	\$2,000
13-18 students	\$3,000

Bargaining unit members who participate in the Distance Learning and Online programs shall receive during the length of this memorandum a stipend that is based on a portion of an amount that approximates 1/5 of B.A. Step 1 for teaching a full year course. Semester courses and teaching loads will determine pay by the compensation statement.

Instructors develop and deliver the online course outside of the regular school day.

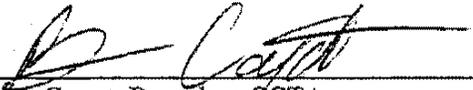
**ARTICLE FORTY-TWO - DURATION, NEGOTIATIONS
AND IMPLEMENTATION**

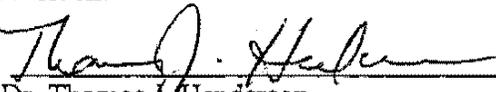
- 41.01 The provisions of the AGREEMENT shall be effective from March 3, 2011, and shall continue in full force and effect through March 2, 2014.
- 41.02 If any provision of this AGREEMENT or any application of this AGREEMENT to any of the Teaching Staff Members who are covered by this AGREEMENT is found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions of this AGREEMENT shall continue in full force and effect.
- 41.03 The negotiation teams agree to meet prior to January 1, 2014, to discuss the negotiation process for a successor agreement.

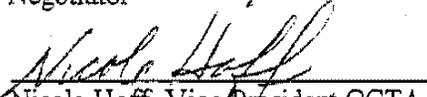
BOARD OF EDUCATION OF THE
CENTERVILLE SCHOOL DISTRICT

CENTERVILLE CLASSROOM
TEACHERS' ASSOCIATION


Jeff Shroyer
President

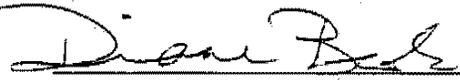

Brian Cayot, President CCTA
Negotiator

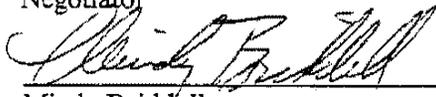

Dr. Thomas Henderson
Superintendent

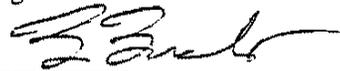

Nicole Hoff, Vice President CCTA
Negotiator

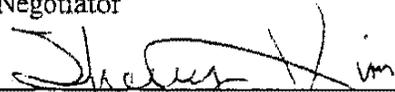

Mitch Biederman
Treasurer

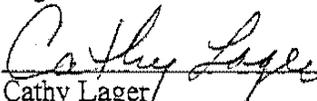

Amy Adkins
Negotiator

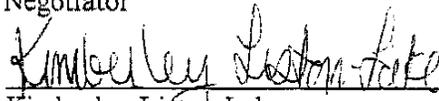

Diane Beck
Negotiator

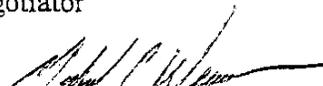

Mindy Briddell
Negotiator


Brian Bucher
Negotiator


Sherry Kim
Negotiator


Cathy Lager
Negotiator


Kimberley Liston-Lake
Negotiator


Michael Weaver
Negotiator

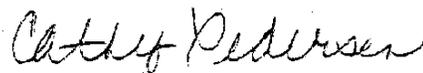

Cathy Pedersen
Negotiator

TABLE OF APPENDICES

	<u>Page</u>
APPENDIX A - Application for Sick Leave.....	97
APPENDIX B - Application for Personal Leave (Front and Reverse Side).....	98
APPENDIX C – Application for Funeral Leave	100
APPENDIX D – Application for Severance Pay	101
APPENDIX E- Mentor Teacher Program – Guidelines.....	102
APPENDIX F – Salary Schedules	106
APPENDIX G – Explanation of Salary Schedules	108
APPENDIX H – Supplemental Duty Stipends.....	109
APPENDIX I – Grievance Form	115
APPENDIX J– School Calendar 2011-12	116
APPENDIX K – Teacher Evaluation Programs	117
APPENDIX L – Form for Withdrawal of Request for Continuing Contract	121

APPLICATION FOR SICK LEAVE

Employee _____ School/Dept. _____ Date Submitted _____

The undersigned person is hereby making application for the use of sick leave as provided in Revised Code 3319.141, and that the use of such sick leave is justified for the following reason:

1. Reason for Use of Leave:

- A. _____ Personal Illness
- B. _____ Pregnancy
- C. _____ Personal Injury
- D. _____ Exposure to Contagious Disease
- E. _____ Illness, Injury or Death in Immediate Family
- F. _____ Death of Other Relatives

2. If A, B, C or D is checked above, was medical attention required?

Yes _____ No _____

3. If "Yes", please state the name and address of the physician and the dates consulted.

Name _____

Address _____

Date(s) consulted _____

4. If E or F is checked above, please give the name, address and relationship of such members of your immediate family or other relatives:

Name _____

Address _____

Relationship to you _____

5. I hereby request _____ day(s) of sick leave beginning _____ AM/PM on _____, and ending _____ AM/PM on _____
(Date) (Date)

Signature of Employee _____

OFFICE USE

Approved *Disapproved Date _____ Administrator _____

*Reason(s) for disapproval: _____

SECRETARY: Attach to Payroll Attendance Sheet

Revised 10/96

Centerville City School District

APPLICATION FOR PERSONAL LEAVE

Employee _____ School/Dept. _____ Date Submitted _____

The undersigned person is hereby making application for use of personal leave as provided in the AGREEMENT between the Centerville City Board of Education and the Centerville Classroom Teachers' Association, ARTICLE XI, Section 11.03 "Personal Leave."

I hereby request _____ day(s) of personal leave, beginning _____ A.M./P.M. _____, 20 _____, and ending _____ A.M./P.M. _____, 20 _____.

Signature of Employee

The Director of Human Resources/Business shall review this form and notify the employee and supervisor or principal immediately if some problem exists relative to Article XI Section 11.03. If the employee and supervisor are not contacted, approval can be assumed.

OFFICE USE

Administrator/Date

Approved *Disapproved by _____
Director of Human Resources/Date

*Reason(s) for disapproval: _____

SECRETARY: Route to Director of Human Resources

11.03 Personal Leave:

A. Three (3) work days of personal leave with no loss of compensation are available to each Teaching Staff Member during each school calendar year. In the event that any of these days are not utilized during a school calendar year, they will be credited to the Teaching Staff Member's sick leave balance.

B. A form shall be provided by the Teaching Staff Member's immediate supervisor for use of Personal Leave. (See Appendix B).

C. Personal Leave shall not be taken on:

1. The first ten (10) days of the school year;
2. The last student day of the school year;
3. A day that school is closed for a professional conference;
4. School days preceding or following a school holiday or vacation;
5. School days following a day that school is closed for a professional conference (exclusive of parent/teacher conference days);
6. The Mondays and Fridays after April 30th.

D. Exceptions to "C" above include:

1. Extreme extenuating circumstances, as determined by the Director of Human Resources;
2. An emergency, defined as a very unusual and critical combination of circumstances which demand immediate action and cannot be preplanned.

E. The following procedures shall be used:

1. The personal leave form shall be completed and signed by the Teaching Staff Member at least five (5) work days prior to the leave and submitted to the Supervisor or Principal.
2. The Principal or Supervisor shall sign the form and forward it to the Human Resources Director. The Principal or Supervisor shall arrange for a substitute if appropriate.
3. The Director of Human Resources shall review these forms and notify the Teaching Staff Member and Supervisor or Principal immediately if some problem exists relative to 11.03C. If the Teaching Staff Member and Supervisor or Principal are not contacted, approval can be assumed.
4. If the occasion should arise where five (5) work days' notice is not possible, approval may be granted by telephone with submission of the personal leave form to follow as soon as is reasonable.
5. It is the responsibility of each Teaching Staff Member to record the number of personal leave days used each school year.

APPLICATION FOR FUNERAL LEAVE

Employee _____ School/Dept. _____ Date Submitted _____

The undersigned person is hereby making application for the use of FUNERAL LEAVE as provided in Article 11.04 and that the use of such funeral leave is justified for the following reason:

1. Reason for Use of Leave:

A. _____ Death in Immediate Family

Two (2) work days of funeral leave with no loss of compensation are available to each staff member upon the death of an immediate family member. The term "immediate family" as used in this section refers to the teaching staff member's immediate family as defined in ARTICLE NINE, Section 9.01.

B. _____ Death of Non-Immediate Family Member

For the funeral of a non-immediate family member, Staff members can utilize two days from their accumulated sick leave.

2. If "A" is checked above:

Please state the name and address of Immediate Family Member

Name _____

Address _____

Relationship to you _____

3. If "B" is checked above:

Please state name and address of Non-immediate family member:

Name _____

Address _____

Relationship to you _____

4. I hereby request _____ day(s) of funeral leave beginning _____ AM/PM on _____, and ending _____ AM/PM on _____.

Signature of Employee

OFFICE USE

Approved _____ Disapproved _____ by _____
Administrator/Date

Approved _____ Disapproved _____ by _____
Director of Personnel

*Reason(s) for disapproval: _____

9.01 Definitions:

A. Immediate Family: The "Immediate Family" includes the father, mother, current spouse, child, brother, sister, grandparents, grandchildren, stepparent, stepchild, and in-laws bearing any of these relationships, and any other person who is a permanent resident of the household of the Teaching Staff Member.

B. Other Relatives: "Other Relatives" include uncle, aunt, cousin, niece, nephew, and in-laws bearing any of these relationships

SECRETARY: Route to Director of Personnel

APPLICATION FOR SEVERANCE PAY

NAME _____ DATE _____

I hereby apply for conversion of my unused and accrued sick leave pay and unused personal leave to severance pay. I understand that to be eligible to convert such sick leave I must either:

- A. Have worked in the Centerville City Schools for five (5) years, retired from working, and within one hundred twenty (120) calendar days after my last day of paid service with the Centerville City Schools, established my retirement date and am eligible to collect retirement from the State Teachers Retirement System or the School Employees Retirement System; or,
- B. Have been employed in the State of Ohio for at least twenty (20) years, at least ten (10) of which were in the Centerville City Schools; or
- C. Have been employed at least fifteen (15) years by the Centerville City Schools.

I hereby certify that I meet the eligibility requirements set forth in A ____, B ____, or C ____ above. (please check one)

I understand that severance allowance will be paid to me in one amount based on the following formula (Article 12.03):

The formula for payment shall be: one-fourth (1/4) of accrued but unused sick leave credit plus unused and personal leave up to one hundred twenty (120) days plus one-fifth (1/5) of the balance of accrued but unused sick leave credits plus unused personal leave in excess of one hundred twenty (120) days to the maximum accumulation permitted in ARTICLE NINE, Section 9.02 C. For the purposes of this article, the number of sick days and personal days possible for payment is capped at 90 days.

I understand that acceptance of Severance Pay eliminates all sick leave and personal leave credit accrued by me while employed at the Centerville City Schools.

Signature

Date

APPENDIX E

CENTERVILLE CITY SCHOOL DISTRICT

MENTOR TEACHER PROGRAM-GUIDELINES

I. ENTRY YEAR TEACHER

- A. An entry year teacher is defined as a teacher new to the Centerville City Schools who has two (2) or fewer years of experience as a classroom teacher within the last ten (10) years. Each entry year teacher will be assigned a mentor.
- B. Teachers with more experience who are new to the district and wish to participate in the mentor program may contact the Personnel Office. Assignment of a mentor will be based on availability of resources.

II. MENTOR TEACHER

- A. Mentor teachers must have three (3) years teaching experience including two (2) years in Centerville City Schools and preferably at least one (1) year in the building where they wish to be assigned as a mentor.
- B. Mentors must complete the district's High Performance Mentoring Workshop and the district's Pathways to Praxis Success Workshop.
- C. The mentor teacher/entry year teacher team will have up to eight (8) days of released time available for mentoring activities, scheduled mentor and/or entry year teacher meetings, professional development and other appropriate experiences. Released time may be scheduled as full day or half day sessions only. Requests must be made through the building principal. A written summary of how the time was spent will be part of the process.
- D. The mentor and entry year teacher are required to observe each other at least one time per quarter. This clinical observation should last at least one class period and include pre- and post- observation conferences. A minimum of one-half released day per quarter will be required to be used by the mentor teacher and the entry year teacher to complete at least one (1) observation and one (1) conference.
- E. The mentor teacher will keep a log of specific meetings with the entry-year teacher specifying the date, time, and pertinent factors. This log is only a

record of fact. The mentor teacher will send a copy of the log to the chairman of the District Mentor Committee each quarter.

- F. Compensation for the mentor teacher will be One Thousand Dollars (\$1,000.00) for each contractual year. In order to qualify for the supplemental pay, the mentor must complete the school year as a mentor. In the event the mentor teacher completes only part of the year, payment to the mentor teacher will be pro-rated. The Director of Personnel will evaluate the performance of the mentor teacher in meeting the requirements of the supplemental contract according to standard established by the District Mentor Committee.
- G. The District Mentor Committee will be responsible for planning the evaluation of the mentor teacher program. Input from the mentor teacher and entry level teacher will contribute to this process.

III. PROCEDURES FOR MATCHING MENTORS AND ENTRY YEAR TEACHERS

- A. Mentor teachers who have completed district approved mentor training have a professional commitment to serve as a mentor, if requested, within a period of three (3) years following completion of the mentor training.
- B. The Personnel Office will supply the District Mentor Committee with a list of available mentors, and a list of new hires will be sent to the Chairperson of the District Mentoring Committee as they become available. The committee will meet as needed to complete the matching process. A quorum of three members of the committee is needed and must include a teacher member from the level to which the entry teacher is being assigned.
- C. The committee, with input from the building or unit principal, will determine the best possible "fit" between the entry year teacher and the mentor. The following selection criteria will be used for matching with priorities considered in this order:
 - 1. Building Assignment
 - 2. Certification/Licensure
 - 3. Subject Matter/Grade Level
 - 4. Previous Mentoring Assignment

5. Educational Philosophy
 6. Personality
- D. A classroom teacher in the entry year teacher's building shall receive preference over a teacher from another building. Special teachers (i.e. counselors, IMC directors, music, art) may receive consideration for their field of specialty. In the event that an entry year teacher has a split assignment (more than one building) a primary mentor teacher may be assigned and specific duties may be assigned to a secondary mentor and the payment will be pro-rated.
- E. The name of the recommended mentor will be sent to the building principal. If the recommended mentor is approved, the principal will pass the recommendation on to the Mentoring Committee with supportive information. The committee will review the match and determine their final recommendations which will be forwarded to the Superintendent via the Personnel Office.
- F. Upon approval by the Superintendent, the mentor teacher selected by the committee will be recommended to the BOARD of Education for a supplemental contract. An appointment to a position as a mentor teacher shall be for one (1) year only, and no mentor teacher shall serve more than one (1) entry year teaching during the school year.

IV. APPEAL PROCESS

In the event an entry year teacher and the assigned mentor are not compatible, the following procedures shall be followed:

- A. The entry year teacher or the mentor teacher will contact a committee member to help resolve any problem that may exist. All contacts with the consultant and/or the committee member will remain confidential .
- B. If attempts by the entry year teacher and/or mentor to resolve the problem are not successful, the entry year teacher and/or mentor teacher may submit a Request for Re-assignment to the District Mentoring Committee who will recommend approval or develop a plan of action.

- C. In the event there is no satisfactory resolution of the problem, the District Mentoring Committee will recommend to the Superintendent that the supplemental contract be revoked. The committee will choose another mentor from the available mentor teachers using the same criteria and procedures outlined in the matching process.

V. DISTRICT MENTOR COMMITTEE

- A. The District Mentor Committee consists of the following:
 - 1. Elementary teacher representative
 - 2. Middle school teacher representative
 - 3. High school teacher representative
 - 4. Building principal
 - 5. District curriculum representative
 - 6. Director of Personnel
- B. Teacher representatives who have completed the University of Dayton course EDT 513 or other approved mentor training programs will be appointed by CCTA. Mentor experience preferred.
- C. Administrators will be appointed by the Superintendent, administrators with completion of the University of Dayton course EDT 513 or other approved mentor training program preferred.
- D. The District Mentor Committee will appoint cadre leaders to provide the educational component for the mentor program. The cadre will also serve as a liaison between entry year teachers and the District Mentor Committee.

**CENTERVILLE CITY SCHOOLS
TEACHERS SALARY SCHEDULE
Effective July 1, 2010-June 30, 2013**

Class III - Bachelors Degree						Class V - Masters Degree					
Step	Bachelors Index	Salary	+10*	+20*	+30*	Masters Index	Salary	+10*	+20*	+30*	Step
0	1.000	\$36,067	\$37,420	\$38,733	\$40,126	1.150	\$41,477	\$42,830	\$44,183	\$45,536	0
1	1.050	\$37,870	\$39,223	\$40,576	\$41,929	1.205	\$43,461	\$44,814	\$46,167	\$47,520	1
2	1.100	\$39,674	\$41,027	\$42,380	\$43,733	1.260	\$45,444	\$46,797	\$48,150	\$49,503	2
3	1.150	\$41,477	\$42,830	\$44,183	\$45,536	1.315	\$47,428	\$48,781	\$50,134	\$51,487	3
4	1.200	\$43,280	\$44,633	\$45,986	\$47,339	1.370	\$49,412	\$50,765	\$52,118	\$53,471	4
5	1.250	\$45,084	\$46,437	\$47,790	\$49,143	1.425	\$51,395	\$52,748	\$54,101	\$55,454	5
6	1.300	\$46,887	\$48,240	\$49,593	\$50,946	1.480	\$53,379	\$54,732	\$56,085	\$57,438	6
7	1.350	\$48,690	\$50,043	\$51,396	\$52,749	1.535	\$55,363	\$56,716	\$58,069	\$59,422	7
8	1.400	\$50,494	\$51,847	\$53,200	\$54,553	1.590	\$57,347	\$58,700	\$60,053	\$61,406	8
9	1.450	\$52,297	\$53,650	\$55,003	\$56,356	1.645	\$59,330	\$60,683	\$62,036	\$63,389	9
10	1.500	\$54,101	\$55,454	\$56,807	\$58,160	1.700	\$61,314	\$62,667	\$64,020	\$65,373	10
11	1.560	\$56,265	\$57,618	\$58,971	\$60,324	1.765	\$63,658	\$65,011	\$66,364	\$67,717	11
12	1.640	\$59,150	\$60,503	\$61,856	\$63,209	1.850	\$66,724	\$68,077	\$69,430	\$70,783	12
13	1.720	\$62,035	\$63,388	\$64,741	\$66,094	1.935	\$69,790	\$71,143	\$72,496	\$73,849	13

* Graduate Semester Hours (15 Qtr. = 10 Sem./1 PG)

Professional Growth: 1 PG is .0375 of Base = \$1,353, 2 PG is .075 of Base = \$2,705, 3 PG is .1125 of Base = \$4,058

Longevity Steps: 15, 19, 23, 27, 31 years continuous service:

Bachelors .08 of Bachelors Degree Base = \$2,885; Masters .08 of Masters Degree Base = \$3,318.

Additional 2% non-recurring stipend will be paid in equal installments (1% paid in October 2010 and 1% paid in March 2011).

**CENTERVILLE CITY SCHOOLS
CLASS I – Non Degree Salary Schedule**

Yrs of Exp	Non-Degree Index	Effective July 1, 2008	Effective June 30, 2011
	<i>Salary Base:</i>	<i>\$35,009</i>	<i>\$36,067</i>
0	0.850		\$30,657
1	0.895		\$32,280
2	0.940		\$33,903
3	0.985		\$35,526
4	1.030		\$37,149
5	1.075		\$38,772
6	1.120		\$40,395
7	1.165		\$42,018
8	1.210		\$43,641
9	1.255		\$45,264
10	1.300		\$46,887
11	1.355		\$48,871
12	1.410		\$50,854
13	1.465		\$52,838

Longevity Steps: 15, 19, 23, 27, 31 years continuous service - .055 of Base (Class I, Step 0)

Additional 2% non-recurring stipend will be paid in equal installments (1% paid in October 2008 and 1% paid in March 2009).

APPENDIX G

EXPLANATION OF SALARY SCHEDULES

2011-2012	0% Base Increase	Maintain non-recurring 2% stipend
2012-2013	0% Base Increase	Maintain non-recurring 2% stipend
2013-2014	Base salary Re-opener	Maintain non-recurring 2% stipend

Effective the 2011-2012 school year, the Board agrees not to reduce the number of Teaching Staff Members through a reduction in force for the length of the contract.

APPENDIX H

SUPPLEMENTAL DUTY STIPENDS

- I. During the term of this AGREEMENT, the following compensation schedule shall be in effect for the supplemental duties indicated.
- II. Nothing in this AGREEMENT shall obligate the BOARD to offer any or all of the supplemental duty contracts specified in A above.
- III. Elementary/Middle School and High School incremental steps for interscholastic and High School co-curricular.
 - A. Effective 1992-93 school year, an incremental step equal to 10% of the supplemental contract will be available to a supplemental contract holder who has completed five (5) years of experience in that program area in grades six through twelve. Experience from one program is not transferable to another. Experience in a comparable public or private school 6-12 program may count toward the five years of experience.
 - B. Effective the 1993-94 school year, a second incremental step equal to 10% of the supplemental contract will be available to a supplemental contract holder after ten (10) complete years of experience in that program area in grades six through twelve. Experience in one program area is not transferable to another program. Experience in a comparable public or private school 6-12 program may count toward a maximum of five (5) years of experience.
 - C. Increments do not apply to club activities at any level, middle school interschool/intramural activities or elementary/middle school co-curricular, theater, chorus or musical activities.
- IV. The Superintendent agrees to meet with the CCTA in April to review the supplemental contracts the district will advertise. The Superintendent agrees to have follow-up meetings with the CCTA as needed to accommodate changes in the supplemental contract list. The Superintendent agrees to provide a listing of the supplemental contract opportunities at the high school, middle school, and elementary school to the CCTA leadership.

The Negotiation Team agrees to review in May tentative Supplemental Contracts for the next school year at a Discussion and Resolution Committee meeting. Any supplemental contracts which are added or deleted after that date will be discussed at a Discussion and Resolution Committee meeting prior to the issuance of a contract.
- V. Each spring all supplemental duty positions not held by Teaching Staff Members will be considered vacant and posted in accordance with the Agreement. In filling supplemental duty positions preferential consideration shall be given to qualified Teaching Staff Members in the district.

Superintendent agrees to provide a listing of the supplemental contract opportunities at high school, middle school, and elementary school to the CCTA leadership.

The Negotiation Team agrees to review in May tentative Supplemental Contracts for the next school year at a Discussion and Resolution Committee Meeting. Any supplemental contracts which are added or deleted after that date will be discussed at a Discussion and Resolution Committee meeting prior to the issuance of a contract.

SUPPLEMENTAL POSITIONS

% of Base Salary

HIGH SCHOOL / Athletic

Athletic Event Supervision / Fall or Winter	0.04250
Athletic Trainer (C)	0.17659
Baseball, Head Coach	0.14029
Baseball, Varsity Assistant	0.07245
Baseball, Reserve Coach	0.07245
Baseball, Freshman Coach	0.06005
Basketball (B or G), Head Coach	0.17099
Basketball (B or G), Varsity Assistant	0.10306
Basketball (B or G), Reserve Coach	0.11942
Basketball (B or G), Freshman Coach	0.10306
Bowling (B or G) / Head Coach	0.08592
Cross Country (B or G), Head Coach	0.08895
Football Coach, Head Coach	0.17659
Football Coach, Assistant Coach	0.11942
Football Coach, Freshman Head Coach	0.11942
Football Coach, Freshman Assistant Coach	0.09854
Golf (B or G), Head Coach	0.08895
Golf (B or G), Assistant Coach	0.05662
Gymnastics, Head Coach	0.14029
Gymnastics, Assistant Coach	0.07245
Ice Hockey, Head Coach	0.14029
Lacrosse (B or G), Club Sport	0.01625
Scoreboard, Video Board Operator	0.04115
Soccer (B or G), Head Coach	0.17099
Soccer (B or G), Assistant Coach	0.10306
Softball, Head Coach	0.14029
Softball, Reserve Coach	0.07245
Softball, Freshman Coach	0.06005
Sports Assistant	0.05429
Swimming (C), Head Coach	0.10633
Swimming (C), Assistant Coach	0.07245
Tennis (B or G), Head Coach	0.08592
Tennis (B or G), Assistant Coach	0.05662
Tennis (B or G), Freshman Coach	0.05662
Track (B or G), Head Coach	0.14029
Track (B or G), Assistant Coach	0.07245

% of Base Salary

Volleyball (B or G), Head Coach	0.10633
Volleyball (B or G), Reserve Coach	0.06005
Volleyball (B or G), Freshman Coach	0.05429

Weight Training/Football (Summer) 0.01625

Wrestling, Head Coach	0.15740
Wrestling, Reserve Coach	0.10633
Wrestling, Freshman Coach	0.08592
Wrestling, Freshman Assistant Coach	0.05662

HIGH SCHOOL / Co-Curricular

Cheerleader Advisor Coordinator	0.05684
Cheerleader Advisor, Squad	0.02409
Class Advisor, Coordinator – Commencement	0.01625
Class Advisor, Coordinator – Homecoming Dance	0.00957
Class Advisor, Freshman, Sophomore, Junior, Senior	0.02714
Coeds, Director	0.13286
Drama Club	0.02584
Fall Play Director	0.05662
Fall Play Set Design & Construction Director	0.05290
Fall Play Costumer	0.01081
Forensics, Debate Director	0.13286
Forensics, Speech Director	0.13286
Forensics, Assistant Director	0.10306
Jazz Band, Director	0.17659
Jazz Band, Assistant Director	0.10632
Jazz Band, Color Guard Director	0.10632
Jazz Band, Percussion Director	0.10632
Jazz Ensemble I, II, III & Pep Band	0.02104
Musical Director	0.06288
Musical Choreographer	0.02739
Musical Costumer	0.01198
Musical Orchestra Director	0.02739
Musical Vocal Director	0.05107
Musical Set Design & Construction Director	0.05920
Radio Broadcast, Coordinator	0.06463
Talent Show	0.01206
Theater Lighting Director	0.10425
Theater Make-up Director	0.01708
Theater Producer	0.02739
Theater Program Marketing Director	0.03737
Theater Props and Prop Room Director	0.02163
Theater Sound/Video Director	0.05213
Theater Ticket Sales Coordinator	0.01708
Winter Guard, Director	0.10633
Winter Guard, "A Class" Director	0.08198
Winter Percussion Ensemble, Director	0.10633
Winter Percussion Ensemble, "A Class" Drumline	0.08138
Winter Play Costumer	0.01081
Winter Play Director	0.05662
Winter Play Set Design & Construction Set Director (combined)	0.05290

% of Base Salary

HIGH SCHOOL / Club Advisors

The following is a listing of club activities usually offered at CHS. If a club will be inactive for a school year, an alternate club activity may be substituted with the agreement of both parties.

Academic Quiz Club	0.01625
AFS International Club	0.01625
Animal Outreach	0.01625
Book Club	0.01625
Chess Club	0.01625
Class Officers Assembly Coordinator	0.01625
Creative Ties Club	0.01625
DestiNation ImagiNation, Coach	0.00400
DestiNation ImagiNation, Coordinator	0.00400
Diversity Council	0.01625
Film Club	0.01625
Foreign Language Club (French, German, Sign Language, Spanish)	0.01625
Hockey Stat Keepers	0.01625
Interact Club	0.01625
Jazz Combo	0.01625
Junior States of America	0.01625
Key Club	0.01625
Kids Voting	0.01625
Math Club	0.01625
Mock Trial Club	0.02584
Muse Machine	0.01625
National Honor Society Advisor	0.02584
National Honor Society, Assistant	0.00549
Octagon Club	0.01625
S.A.D.D. (Students Against Destructive Decisions)	0.01625
Science Club	0.01625
Science Olympiad	0.01625
Spirit Club	0.01625
Technology Club	0.01625
We the People Club	0.01625
Wrestling Statistician	0.01625

MIDDLE SCHOOL SUPPLEMENTAL POSTIONS

Athletic Event Supervision (combined Fall & Winter salaries)	0.03638
Cheerleader Advisor Coordinator	0.03200
Cheerleader Squad Advisor	0.01345

Interscholastic

Basketball (B or G) 8 th Grade Head Coach	0.05698
Basketball (B or G) 7 th Grade Head Coach	0.05698
Cross Country	0.02501
Football 7 th or 8 th Grade Head Coach	0.06682
Football 7 th or 8 th Grade Assistant Coach	0.06227
Golf (C)	0.02925
Softball, Head Coach	0.03624
Softball, Assistant Coach	0.02501
Track, Head (C)	0.03624
Volleyball (G), 7 th or 8 th Grade Head Coach	0.03624
Wrestling Coach	0.05698

% of Base Salary

Interschool

Bowling, Coordinator or Coach	0.02429
Golf	0.02429
Volleyball Coordinator	0.02429
Volleyball Coach	0.02429

Intramurals

Basketball	0.01359
Cross Training	0.01359
Track Coach	0.01359
Track Coordinator	0.01359

DISTRICT

MUSIC RELATED SUPPLEMENTAL POSITIONS

Centerville Youth Orchestra, Director	0.05182
Centerville Youth Orchestra, Assistant Director	0.03247
Elem./Middle Extended Choral & Group Experience	0.02584
Elementary Honors Orchestra, Director	0.04206
Elementary Honors Orchestra, Assistant Director	0.02584
Elementary/High School Strings	0.01625
Instrumental Extended Group Experience	0.02584
Middle School Honors Band / Director	0.05182
Middle School Honors Band / Assistant Director	0.01625
Middle School Dramas, Musicals & Talent Show	0.02584
High School Extended Choral Experience	0.01625

Building System Operators (SYSOP, Web and Gradebook Specialist) 0.03582

DestiNation ImagiNation, District Coordinator 0.06954

ELEMENTARY / MIDDLE SCHOOL CLUB LEVEL ACTIVITIES

Club Contract	0.01625
DestiNation ImagiNation, Coach	0.00400
DestiNation ImagiNation, Coordinator	0.00400
Elementary Intervention Assistance Team	0.01625

HOURLY RATE (based on III/0 .0009)

CHS Study Table
First Aid & CPR Training
K-1 Enrichment
MS Band / Noontime Activity

Elementary/Middle School/High School Incremental Steps for Interscholastic and HS Co-Curricular

An incremental step equal to 10% of the supplemental contract will be available to a supplemental contract holder who has completed five (5) years of experience in that program area in grades six through twelve. A second incremental step equal to 10% of the supplemental contract will be available to a supplemental contract holder after ten (10) complete years of experience in that program area in grades six through twelve. Experience in a comparable public or private school 6-12 program may count toward a maximum of five (5) years of experience

APPENDIX I

GRIEVANCE LEVEL TWO/THREE

Name of Grievant: _____ Date of Filing: _____

Statement of Grievance: _____

Specific Contract Section(s) allegedly violated: _____

Request for Relief: _____

Grievant's Signature

Received by/Date: _____ / _____

Level Two Response

Respondent's Signature/Date

APPENDIX J

CENTERVILLE CITY SCHOOLS, CENTERVILLE, OHIO

Approved 5/24/10 Board of Education Meeting

OFFICIAL CALENDAR

2011-2012



2011	M	T	W	T	F
	1	2	3	4	5
A	8	9	10	11	12
U	15	16	17	18	19
G	22	23	24	25	26
	29	30	31		
				1	2
S	5	6	7	8	9
E	12	13	14	15	16
P	19	20	21	22	23
	26	27	28	29	30
	3	4	5	6	7
O	10	11	12	13	14
C	17	18	19	20	21
T	24	25	26	27	28
	31				
		1	2	3	4
N	7	8	9	10	11
O	14	15	16	17	18
V	21	22	23	24	25
	28	29	30		
				1	2
D	5	6	7	8	9
E	12	13	14	15	16
C	19	20	21	22	23
	26	27	28	29	30
2012	2	3	4	5	6
J	9	10	11	12	13
A	16	17	18	19	20
N	23	24	25	26	27
	30	31			
			1	2	3
F	6	7	8	9	10
E	13	14	15	16	17
B	20	21	22	23	24
	27	28	29		
				1	2
M	5	6	7	8	9
A	12	13	14	15	16
R	19	20	21	22	23
	26	27	28	29	30
	2	3	4	5	6
A	9	10	11	12	13
P	16	17	18	19	20
R	23	24	25	26	27
	30				
		1	2	3	4
M	7	8	9	10	11
A	14	15	16	17	18
Y	21	22	23	24	25
	28	29	30	31	
					1
J	4	5	6	7	8
U	11	12	13	14	15
N	18	19	20	21	22
	25	26	27	28	29

Box indicates dates ALL schools are not in session.

2011	August	15-19	Orientation for New Teachers
	August	22,23	Professional Inservice Day - Schools Closed
	August	24	Schools Open for Students
	September	5	LABOR DAY
	September	30	Professional Inservice Day - Schools Closed
	October	10	Columbus Day - Schools Closed
	November	10,11	Elem & MS Parent-Teacher Conferences
			> No School for Elementary and MS Students
	November	23	Professional Inservice Day - Schools Closed
	November	24-25	THANKSGIVING BREAK
	December 19 - January 2		WINTER BREAK
2012	January	16	MARTIN LUTHER KING DAY
	February	16	Inservice for HS Parent-Teacher Conferences
			> Early dismissal HS students 11:10 am
	February	17	Professional Inservice Day - Schools Closed
	February	20	PRESIDENTS' DAY OBSERVATION
	March	1	High School Parent-Teacher Conferences
			> Early dismissal HS students 11:10 am
	March	2	High School Parent-Teacher Conferences
			> No School for High School Students
	March	30	Professional Inservice Day - Schools Closed
	April	2-6	SPRING BREAK
	May	28	MEMORIAL DAY
	June	7	Last Day for Students
	June	8	Professional Inservice Day - Schools Closed

The school year is divided into quarters as follows:

Quarters:	Student Days of Attendance	Elem/MS	HS
1st - Wednesday, August 24, through Friday, October 28	45	45	45
2nd - Monday, October 31, through Friday, January 13	39	41	41
3rd - Tuesday, January 17, through Friday, March 23	47	45	45
4th - Monday, March 26, through Thursday, June 7	47	47	47
	178	178	178

	Elem/MS	Data/Days	HS	Date/Days
Days of Instruction	178		178	
Parent-Teacher	2	11/10 (1) 11/11 (1)	2	2/16 (.5) 3/1 (.5) 3/2 (1)
Inservice	2	8/23 (1) 9/30 (1)	2	8/23 (1) 9/30 (1)
Total Student Days	182		182	
Other Teacher Days	5 Inservice		5 Inservice	
	(8/22, 11/23, 2/17, 3/30, 6/8)		(8/22, 11/23, 2/17, 3/30, 6/8)	
Total Teacher Days	187		187	

The Ohio Revised Code requires districts to designate three possible make-up dates. If the three (3) day calamity day allowance is exceeded, designated dates are after June 7. The Superintendent will announce which, if any, of these dates will be used as make-up days.

APPENDIX K

TEACHER EVALUATION PROGRAM

- I. The teacher evaluation program is a differentiated system that consists of three phases that are qualitatively different and designed to provide beginning and veteran professionals with developmentally appropriate support. The three (3) phases are:

Teachers in Phase I - rating of teacher performance in Phase I will be based on the specific rubrics developed by Charlotte Danielson for Unsatisfactory, Basic, Proficient and Distinguished performance in each of the twenty-two (22) components of the Enhancing Professional Practice (1996) framework.

Teachers in Phase II - teachers selecting to engage in Phase II assessment process will identify one (1) to three (3) components of professional practice from the framework, and then write personal performance goals relative to the identified component(s).

Teachers in Phase III - teachers selecting to participate in Phase III will have the opportunity to pursue a professional growth project that involves the development of knowledge or skill in a specific area of professional development that may transcend the Enhancing Professional Practice framework. The teacher will work with his/her evaluator (s) who will provide collegial support throughout the project and collaborate in writing an end-of-project summary and implications statement.

Prior to October 1 of each school year for teaching staff members engaged in Phase I and prior to October 15 for teaching staff members engaged in Phase II, the Evaluator and each teaching staff member assigned as his/her responsibility will meet, at a mutually agreeable time, to discuss the annual evaluation procedures (for Phase I) or specific performance goals (for Phase II and Phase III). If mutual agreement has not been obtained with the teaching staff member in Phase II or Phase III, the Principal/Supervisor will select the component(s) for that particular teaching staff member. In the event the teaching staff member does not agree with the components established by the Principal or Supervisor, the teaching staff member may file a grievance pursuant to ARTICLE TWENTY-EIGHT of this AGREEMENT: provided, however, such grievance shall not be appealable to arbitration. In addition, following such meeting, the Principal will furnish the teaching staff member with a written statement regarding the specific components for the teaching staff member for the school year, which were either established and/or mutually agreed on. For Phase II and Phase III teaching staff members, a copy of their professional performance goals will be placed in their personnel file.

II. Definition of Phase I, Phase II and Phase III

- A. A definition of Phase I, Phase II, and Phase III is found in the District booklet "Enhancing Professional Practice...Exploring Professional Growth".
- B. Teaching staff members on a Limited Contract may be in a Phase I, Phase II or Phase III plan. Teaching staff members on a Continuing Contract may be in a Phase II or Phase III plan.
- C. Teaching Staff Members in Phase I

Each teaching staff member on Phase I shall have three (3) required Phase I assessments during each academic year. The first two (2) assessments are based on classroom observations that are completed within a clinical, supervisory cycle that includes pre-observation and post-observation conferences between the teacher and the evaluator of at least twenty (20) minutes in length. The

first observation shall be completed by November 15; the second, no later than March 15. Teaching staff members whose performance is judged by the evaluator to be unsatisfactory, must be visited and observed on at least one (1) or two (2) additional occasions during the ensuing year. Additional classroom visitations may be scheduled at the request of the teaching staff member or at the discretion of the evaluator. Each clinical observation will be recorded on the Phase I: Clinical Observation Report. There will be opportunities for the evaluator to acquire first-hand information about a teacher's performance, including but not limited to the following: a post-observation conference, an invited visit, a "drop-in" visit, or from a professional dialogue with the teacher. The evaluator may use the Phase I: Teacher Feedback Form as one means of communication.

The third assessment recorded on the Phase I: Final Evaluation Report is based on the evaluator's prior classroom visitations as well as their holistic and summative assessment of the teacher's professional performance. All three (3) assessments will be based on the twenty-two (22) components of professional practice as articulated by Danielson (1996) in Enhancing Professional Practice: A Framework for Teaching. In all three (3) assessments the teaching staff member has the opportunity to reflect on and respond to the evaluator's summary statements and recommendations. Conferences for the second clinical observation and final assessment report may be conducted at one (1) combined conference no later than March 15.

D. Teaching Staff Members in Phase II

Teaching staff members selecting Phase II will be responsible for developing a minimum of one (1), and a maximum of three (3) professional performance goals, mutually agreeable to the teacher and his/her evaluator. Phase II goals must be grounded in the Enhancing Professional Practice framework and will include a description of relevant strategies and the indicators of success for each goal.

The first of two (2) conferences, the planning conference, may be held in the spring of the school year preceding the year in which the goals are to be pursued but no later than October 15. The purpose is for the teaching staff member and the evaluator to reach agreement on the performance goals to be pursued and the success indicators to be applied.

The second conference is the assessment conference, providing the context in which the teaching staff member and the evaluator discuss the extent to which the indicators of success have or have not been achieved. The evaluator must write a narrative statement assessing the teaching staff member's success in achieving the stated goals.

The final assessment, recorded on the Phase II: Elevating Professional Performance, Part II form, is based on the evaluator's prior classroom visitations, which could include a holistic and summative assessment of the teacher's professional performance, based upon the evaluator's recommendations and commendations. The teacher has the opportunity to reflect on and respond to the evaluator's statement.

Teaching staff members participating in Phase II may be observed by the evaluator using the clinical observation cycle as defined in Section C. The process will be amended to omit the Unsatisfactory-Basic-Proficient-Distinguished rating scale for each component of the four (4) domains.

There will be opportunities for the evaluator to acquire first-hand information about a teacher's performance, including but not limited to the following: a post-observation conference, an invited visit, a "drop-in" visit, or from a professional dialogue with the teacher. The evaluator may use the Phase I: Teacher Feedback Form as one means of communication.

For a Phase II teacher on a Limited Contract all classroom observations and the final annual evaluation must be completed by March 15. For a Phase II teacher on a Continuing Contract all classroom observations and the final annual evaluation must be completed by May 30.

E. Teaching Staff Members in Phase III

Teaching staff members participating in the Phase III assessment process do so by designing and completing an Exploring Professional Growth Project. This opportunity is specifically designed to provide veteran teachers with the autonomy to pursue professional growth through a wide variety of activities.

The evaluation of a Phase III project is a collegial process in which teachers and evaluators jointly assess the progress made toward the accomplishment of the project's stated objective (s). The final evaluation of the project should be limited to the space provided in Part II of the Phase III form. The teacher may provide artifact evidence of progress made which will not become a part of the teacher's personnel file. The final assessment recorded on the Phase III: Exploring Professional Growth Project, Part II form, is based on the evaluator's prior classroom visitations, which could include a holistic and summative assessment of the teacher's professional performance, based upon the evaluator's recommendations and commendations.

Teaching staff members participating in a Phase III project may be observed by the evaluator using the clinical observation cycle as defined in Section C. The process will be amended to omit the Unsatisfactory-Basic-Proficient-Distinguished rating scale for each component of the four (4) domains. There will be opportunities for the evaluator to acquire first-hand information about a teacher's performance, including but not limited to the following: a post-observation conference, an invited visit, a "drop-in" visit, or from a professional dialogue with the teacher. The evaluator may use the Phase I: Teacher Feedback Form as one means of communication.

For a Phase III teacher on a Limited Contract all classroom observations and the final annual evaluation must be completed by March 15. For a Phase III teacher on a Continuing Contract all classroom observations and the final annual evaluation must be completed by May 30.

III. Teaching Staff Members Being Considered for a Continuing Contract

Teaching staff members being considered for a Continuing Contract should refer to Article 27.03 in the Master Agreement

APPENDIX L

**WITHDRAWAL OF REQUEST FOR CONTINUING CONTRACT, WAIVER
AND ACCEPTANCE OF ONE YEAR LIMITED CONTRACT**

I, _____ am eligible for continuing contract status in the Centerville City School District as of April, _____.

I withdraw my request for continuing contract, and waive continuing contract status at this time. I waive the normal requirement that the Centerville Board of Education first vote publicly to reject a continuing contract for me. I agree to accept a one-year limited contract for the _____ school year.

My waiver relates only to my current eligibility for a continuing contract and to the procedure for issuance for a one-year limited contract. I do not waive any other rights.

I understand that the Superintendent will be recommending to the Board at a meeting in April, _____ that I be re-employed for the _____ school year on a one-year limited contract. I understand that I will be eligible for continuing contract status again in April, _____.

Name _____

Date Signed _____

TABLE OF MEMORANDA OF UNDERSTANDING

	<u>Page</u>
Health Insurance Plan.....	123
Dental Insurance Plan.....	133
Special Education.....	136

MEMORANDUM OF UNDERSTANDING

Health Insurance Plans

The Centerville City Schools Board of Education (Board) and the Centerville Classroom Teachers Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum shall be treated as part of the Agreement between the parties dated March 3, 2011 to March 2, 2014 as if written therein. The following terms and conditions of this Memorandum are as follows:

The parties agree that the Summary of Benefits (attached to this Memorandum) from Anthem Blue Cross, reflect the benefits and limitations of the health plan for the Centerville City Schools.

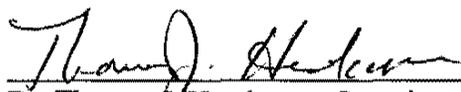
These benefit levels exist in a contract with Anthem Blue Cross which is in effect January 1, 2011 through December 31, 2011. Successor plans are subject to Article 18 C, 2 a, b, and c.

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

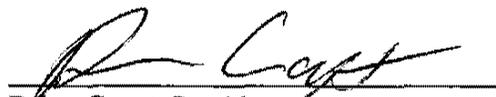
In agreement and witness to all of the above, the Administration and the Association respective agents place and date their signatures.

Centerville City Schools

Centerville Classroom
Teachers Association



Dr. Thomas V. Henderson, Superintendent



Brian Cayot, President

3/3/11

Date

3/3/11

Date

Your Summary of Benefits



**Centerville City Schools
Lumenos Health Reimbursement Accounts
Effective 1/1/2011**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits.

Covered Benefits	Network	Non-Network
Employer Health Reimbursement Account Contribution: Single: \$2,000 Family: \$4,000		
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage. Network and Non-Network deductibles are combined.		Single: \$2,000 Family: \$4,000
Out-of-Pocket Limit	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
Physician Home and Office Services <ul style="list-style-type: none"> Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> Physician Home and Office Visits Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance	30%
Emergency and Urgent Care <ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days for skilled nursing facility 	0%	30%

Blue 4.0

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company. An independent licensee of the Blue Cross and Blue Shield Association. ©Registered marks Blue Cross and Blue Shield Association.

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs <ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) Includes diabetic test strip o Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip <p>- Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service - Member may be responsible for additional cost when not selecting the available generic drug</p> <p>Medicare Rx - Wrap</p>	<p>0%</p> <p>0%</p>	<p>30%²</p> <p>Not covered</p>
Lifetime Maximum	Unlimited	Unlimited

Notes:

- o All deductibles, copayments and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- o Deductible(s) apply to covered services listed with a percentage (%) coinsurance.
- o Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- o Once the family deductible is satisfied by either one member or all members collectively, then the additional percentage coinsurance will be required before the family out-of-pocket is satisfied. Does not apply to embedded deductible plans.
- o Network and non-network deductibles are combined. Network and non-network coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent Age: to end of the month which the child attains age 26
- o 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o Benefit period = calendar year
- o The maximum allowable H R A rollover contribution amount will be either three times your employer health account contribution or unlimited.
- o For employers that select calendar year benefits and have an effective date other than January 1, the Employees H R A Employer Contribution will be pro rated based upon the number of months enrolled in the plan.
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- o Preventive Prescription Drugs that meet the requirements of federal and state law.

1 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

2 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Recertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Grandfathered Health Plan

We believe this coverage is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator or your Employer.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform.

This website has a table summarizing which protections do and do not apply to grandfathered health plans.

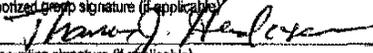
You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

Your Summary of Benefits

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) 	Date 9-22-2010
Underwriting signature (if applicable)	Date

Your Summary of Benefits



**Centerville City Schools
Lumenos Health Savings Accounts
Effective 1/1/2011**

Please note: As we receive additional guidance and clarification from the U.S. Department of Health and Human Services, we may be required to make additional changes to your benefits

Covered Benefits	Network	Non-Network
Deductible Family coverage requires the family deductible to be met before coinsurance applies. The single deductible does not apply to family coverage. Network and Non-Network deductibles are combined.	Single: \$2,000 Family: \$4,000	Single: \$2,000 Family: \$4,000
Out-of-Pocket Limit	Single: \$2,000 Family: \$4,000	Single: \$4,000 Family: \$8,000
Physician Home and Office Services <ul style="list-style-type: none"> o Including Office Surgeries, allergy serum, allergy injections and allergy testing 	0%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, immunizations, Annual diabetic eye exam, Routine Vision and Hearing exams <ul style="list-style-type: none"> o Physician Home and Office Visits o Other Outpatient Services @ Hospital/Alternative Care Facility 	No copayment/coinsurance	30%
Emergency and Urgent Care <ul style="list-style-type: none"> o Emergency Room Services (facility/other covered services) (copayment waived if admitted) o Urgent Care Center Services 	0%	0%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> o Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	0%	30%
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 180 days for skilled nursing facility 	0%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> o Surgery and administration of general anesthesia 	0%	30%
Blue 4.0		

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Other Outpatient Services (Network/Non-network combined) including but not limited to: <ul style="list-style-type: none"> • Non Surgical Outpatient Services For example: MRIs, C-Scans, Chemotherapy, Ultrasounds and other diagnostic outpatient services. • Home Care Services Unlimited (excludes IV Therapy) • Durable Medical Equipment and Orthotics Unlimited (excluding Prosthetic Devices, Limbs and Medical Supplies) • Prosthetic Devices Unlimited • Prosthetic Limbs Unlimited • Physical Medicine Therapy Day Rehabilitation programs • Hospice Care • Ambulance Services 	0% 0% 0%	30% 0% 0%
Accidental Dental Services \$3,000 limit (Combined Network and Non-network)	0%	30%
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> • Physician Home and Office Visits • Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> • Physical therapy: 30 visits • Occupational therapy: 30 visits • Manipulation therapy: 12 visits • Speech therapy: 20 visits • Cardiac Rehabilitation: 36 visits • Pulmonary Rehabilitation: 20 visits 	0% 0%	30% 30%
Behavioral Health Service Mental Illness and Substance Abuse¹: <ul style="list-style-type: none"> • Inpatient Facility Services • Inpatient Professional Services • Physician Home and Office Visits (PCP/SCP) • Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional 	0%	30%
Human Organ and Tissue Transplants <ul style="list-style-type: none"> • Acquisition and transplant procedures, harvest and storage. 	0%	30%

Your Summary of Benefits

Covered Benefits	Network	Non-Network
Prescription Drugs <ul style="list-style-type: none"> o Network Retail Pharmacies: (30-day supply) Includes diabetic test strip o Anthem Rx Direct Mail Service: (90-day supply) Includes diabetic test strip <p>-Specialty medications are limited up to a 30 day supply regardless of whether they are retail or mail service.</p> <p>-Member may be responsible for additional cost when not selecting the available generic drug. Medicare Rx - Wrap</p>	<p>0%</p> <p>0%</p>	<p>30%²</p> <p>Not covered</p>
Lifetime Maximum	Unlimited	Unlimited

Notes:

- o All deductibles and coinsurance apply toward the out-of-pocket maximum including prescription drugs. (Excludes Non-network Human Organ and Tissue Transplants).
- o Deductible(s) apply to covered services listed with a percentage (%) coinsurance.
- o Deductible applies to all prescription drug expenses. Once the deductible is met the appropriate copayment/coinsurance applies.
- o Network and non-network deductibles, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- o Dependent age: to end of the month which the child attains age 26
- o No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- o Benefit period = calendar year
- o Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- o Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.
- o Preventive Prescription Drugs that meet the requirements of federal and state law.

1 We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations. Behavioral Health Services (Mental Health and Substance Abuse) benefits provided in accordance with Federal Mental Health Parity.

2 Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

Precertification:

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Grandfathered Health Plan

We believe this coverage is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the plan administrator or your Employer.

You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

Your Summary of Benefits

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Benefit information contained herein is not final, pending approval by the Ohio Department of Insurance
By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) <i>Thomas J. Stelara</i>	Date 9-22-2010
Underwriting signature (if applicable)	Date

MEMORANDUM OF UNDERSTANDING

Dental Insurance Plan

The Centerville City Schools Board of Education (Board) and the Centerville Classroom Teachers Association (Association) hereby enter into this Memorandum of Understanding. This Memorandum shall be treated as part of the Agreement between the parties dated March 3, 2011 to March 2, 2014 as if written therein. The following terms and conditions of this Memorandum are as follows:

The parties agree that the List of Covered Dental Services (attached to this Memorandum) from Superior Dental Care, Inc. reflect the benefits and limitations of the dental plan for the Centerville City Schools.

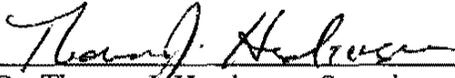
These benefit levels exist in a contract with Superior Dental Care Incorporated which is in effect January 1, 2011 through December 31, 2011 and will be negotiated at the end of the existing dental plan year.

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

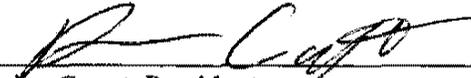
In agreement and witness to all of the above, the Administration and the Association respective agents place and date their signatures.

Centerville City Schools

Centerville Classroom
Teachers Association



Dr. Thomas V. Henderson, Superintendent



Brian Cayot, President

Date 3/3/11

Date 3/3/11

SDC's Features and Highlights

No waiting periods

Covered services may be considered for benefit as soon as you come onto the plan.

No missing tooth provision

Covers services for replacement of missing teeth.

Online Dentist Directory

Visit www.superior dental.com and click on the "Find A Dentist" icon and search under the Preferred plan type.

Member Services hours

7:30-8:00 Monday through Friday.

Largest Regional Network of Dentists and Specialists

Each year SDC adds hundreds of dentists and specialists to our network. With this vast selection, you're sure to find one close to home, work or school.

Dental Benefit List of Covered Services:

PREVENTIVE SERVICES

- Initial and periodic oral examinations, supplementary bitewing x-rays, prophylaxis (cleaning of teeth), and topical fluoride application (twice for each service in any 12 consecutive months). NOTE: If both bitewing and Panorex x-rays are done, benefits are paid on the basis of full-mouth x-rays under Maintenance Services.
- Emergency treatment for pain and emergency oral examinations.
- Space maintainers that replace prematurely lost teeth for children under age 18.
- X-ray examinations, including full mouth (one set each 36 consecutive months).

BASIC SERVICES

Specialist Examinations – one per contract period for endodontics, periodontics, or oral surgery.

Maintenance Services

Management of acute infections and oral lesions (wounds or sores in the mouth).

Routine fillings (to restore diseased or accidentally broken teeth). Fillings may be made of amalgam, silicate, acrylic, synthetic porcelain, or composite materials.

Endodontics (procedures to prevent and treat diseases of the dental pulp), including root canal treatment, direct pulp capping, and pulpotomy.

Repair of removable dentures.

Replacement of crowns, inlays, onlays, and bridges.

Fixed bridge repairs.

Denture adjustments and relining at least six months after their installation (once each 36 consecutive months).

Pit and fissure sealants on unrestored and non-decayed areas of posterior teeth are covered only for children under age 19 (once each 36 consecutive months).

Oral Surgical Services

Tooth extractions.

Apicoectomy (surgical removal of the apex or tip of the tooth root).

Removal of a root of a multi-rooted tooth and its related crown portion, or a root resection.

General anesthesia in connection with the above services.

Periodontal Services (diagnostic and treatment of gum disease)

Gingivectomy (removal of gum tissue around the necks of the teeth).

Gingivoplasty (the recontouring of gum tissue).

Gingival curettage (removal of diseased gum tissue).

Periodontal scaling and root planning.

Osteosurgery (surgery performed on the alveolar bone, including flap entry and closure).

Mucogingivoplasty surgery.

MAJOR SERVICES

Complex Restorative Services

Inlays, onlays, and crown restorations for diseased or accidentally broken teeth. Crown restorations include post and core and/or crown build-up when appropriate. These restorations are covered only if regular fillings would not restore your teeth adequately (not part of a bridge).

Porcelain or other veneer crowns and pontics placed on the molars will be paid the same as a full cast gold crown or cast gold pontic.

Replacements for inlays, onlays and crown restorations installed while this coverage was in effect, but only if it cannot be repaired and is at least 5 years old.

Prosthetic Services

Initial installation of dentures (full or partial) and the initial installation of bridges. Bridgework means a false tooth or false teeth fixed at each end to existing teeth.

Replacements for dentures or bridgework installed while this coverage was in effect or the addition of false teeth to these appliances, but only if one of the following conditions exists:

1. A denture or bridgework cannot be repaired and the appliance is at least 5 years old.
2. The existing denture is an immediate temporary denture which must be replaced within 1 year.
3. You have had more teeth extracted.

ORTHODONTIC SERVICES

Coverage includes orthodontic procedures under a "Treatment Plan" that has been evaluated through a pre-determination of benefits by SDC. The dentist providing this service must supply SDC with films and study models upon request.

The one-time Record/Diagnosis fee shall consist of the initial exam, diagnosis and consultation, x-rays, and study models. This fee can be submitted for payment separately from the treatment plan and will apply to the member's lifetime maximum. Payments for orthodontic treatment will be made monthly beginning after the first month of treatment, and continue for the estimated duration of the treatment plan, as long as the patient is a member of SDC and in active treatment. Patients in retention are not covered.

For orthodontic treatment in progress at the time of eligibility, SDC will review the initial estimate of treatment months and total cost to determine benefit eligibility. This calculation will be based on the appropriate plan percentage, up to the plan's allowable orthodontic lifetime maximum, and for the remaining months of estimated treatment. Benefits will automatically terminate when the patient ceases to be eligible.

Exclusions

The following items are not covered under SDC dental plans unless your plan indicates otherwise on the reverse side of this document.

1. Services performed for cosmetic reasons, including personalization or characterization of dentures 2. Services or supplies that are considered experimental according to standard dental practice 3. Services or procedures started prior to the effective date of coverage. Prosthetic devices and crowns will not be covered if impressions are taken before the effective date of coverage 4. Services or procedures completed after the date of termination, unless stated elsewhere in this certificate 5. Missed appointment charge 6. Replacement of lost or stolen prosthetic devices unless it is after the limitation date 7. Analgesics or other drugs and prescriptions 8. Hospital related charges 9. Appliances or restorations, other than full dentures, for the primary purpose of increasing vertical dimension or restoring occlusion 10. Any restoration done for reasons of erosion, abrasion, and/or wear 11. Veneers 12. Inlays and related services 13. Crown lengthening 14. Services for educational purposes 15. Splinting 16. Services covered under Workers Compensation, Federal or State agencies 17. Services performed by other than a licensed dentist, except for legally delegated services to a licensed dental hygienist or licensed expanded functions auxiliary 18. Surgery, treatment and x-rays for Craniomandibular disorders (TMJ) 19. Orthognathic surgery 20. Crowns or Onlays for teeth where there is no opposing tooth 21. Laboratory charges 22. Services performed on a tooth with poor prognosis 23. Coverage for permanent crowns and prosthetics for members under the age of 17 24. Services performed for which no payment would normally be required 25. Temporary/Provisional Services 26. Pre-Orthodontic extractions; but, only when the selected plan includes no orthodontic benefits. 27. Implants and related services 28. Appliances or devices such as occlusal guards, bite planes, tongue thrust, etc. used for the primary purpose of correcting harmful habits such as: grinding or clenching of teeth, tongue thrust, or thumb sucking, etc.

General SDC Information

Warning: If you or your family members are covered by more than one healthcare plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all of the rules very carefully and compare them with the rules of any other plan that covers you or your family.

© September 2009
Special List of Covered Services

Pre-determination of Benefits

Pre-determination of Benefits is necessary if services are for \$400.00 or more or for periodontal services. Alternate benefits may be received when there is more than one acceptable course of treatment. In this situation, SDC will provide benefits based on the least expensive, professionally accepted treatment. If you and your dentist choose a more expensive treatment, the additional cost will be your responsibility. All services are subject to the policies and procedures of SDC.

Coordination of Benefits

SDC coordinates benefits with other carriers and with other SDC plans. SDC follows the rules established by state law for Coordination of Benefits to decide which plan pays first. SDC's payment is based on the type of plan and the amount the other plan has benefited. The objective is to make sure the combined payments of all plans are no more than your actual bills. The birthday rule applies for covered dependents -- whichever parent's birthday comes first in the calendar year is considered the primary carrier. If a divorce has occurred, the plan follows the divorce decree.

Copayment (or coinsurance)

Copayment is the out-of-pocket expenses that are directly payable by a member to the dentist. The copayment is based on a percentage of the Allowable Amount assigned to an eligible service and may be requested by the dentist at the time of service. The copayment is calculated after the deductible has been assessed, if applicable.

Certificate of Coverage

Your Certificate of Coverage is on file with your employer or you may call our office to request a copy. Additional access is provided on our website at: www.superiordental.com under the Members tab and in the Member Support page as well as in Superior Direct Connect, your online resource and account management tool. Important information addressed in the Certificate of Coverage includes: claims appeal procedures, exclusions, coordination of benefit rules, contact information for SDC's Member Services Team, for State Departments of Insurance, for State Dental Associations and more. Access to SDC's Notice of Privacy Practices is also provided at the Member Support Center.

SDC'S DENTAL PLAN ADD-ON'S

SDC offers two special bonus features at no additional charge!

SMILERIDER™

Dentists who participate in our Smilerider program offer a 15% discount for elective services such as teeth whitening, veneers, bonding and porcelain facings. This discount comes with the SDC dental plan at no additional charge.

EyeMed Vision Care®

SDC offers a vision discount plan through EyeMed Vision Care. This program offers significant savings and there are no limitations on the frequency of use.

Superior Dental Care
6683 Centerville Business Pkwy.
Centerville, OH 45459

Toll Free: 800.762.3159 Ph: 937.436.0283 Fax: 937.291.8895

MEMORANDUM OF UNDERSTANDING
2010-2011 School Year
(*Special Education*)

The Centerville City Schools Board of Education (Board) and the Centerville Classroom Teachers Association (Association) hereby enter into this memorandum of understanding to be effective for the 2010-2011 school year.

This memorandum shall be treated as part of the Agreement between the parties dated March 3, 2011 to March 2, 2014 as if written therein. The terms and conditions of this memorandum are as follows:

1. Each building principal and Special Education Coordinator will organize and facilitate a building planning meeting in the spring for the upcoming school year. Up to one day of released time may be provided annually for this building planning. The purpose of this meeting is to gather input from representative general education teachers and intervention specialists regarding services for students with disabilities.

At the elementary level the special education coordinator will meet with special education staff to discuss the needs of the students and recommendations. This information will be shared with the principal for the development of the master schedule. A Building planning meeting will be held at each elementary school in mid-May and will include the special education coordinator, principal, guidance counselor, and teacher representatives (general ed. and special ed.) to address needs of students receiving special education services for the upcoming school year. All teachers will be invited and encouraged to give input and attend the building planning meeting as the teachers' schedules permit, i.e., teacher planning time or after school if the meeting is still in process.

At the middle school level the special education coordinator will compile information from the current student IEPs to assist in determining the number of sections of each course that is needed. The coordinator will verify the accuracy of this information with the special education staff prior to sharing it with the building principal for the development of the building master schedule. A Building planning meeting will be held at each middle school and will include the special education coordinator, principal, guidance counselor, and teacher representatives (general ed. and special ed.).

At the high school the special education coordinator will meet with special education staff to determine the amount of course sections needed for the upcoming school year. The special education coordinator and special education department chair will share this information with the high school principal and other department chairs to determine the placement of co-taught sections of classes within the master schedule. Documented attempts will be made to notify co-teaching teams of their teaching schedule prior to the first scheduled day for teachers. Efforts will be made to provide training to new co-teaching pairs.

Additional planning time may be provided prior to the start of school as requested by the building principal or special education coordinator. Building personnel will be notified of changes to special education programming prior to any IEP meetings that address said changes and prior to any parent and/or public notification of said changes unless extraordinary circumstances present themselves.

2. Teachers may be provided or request specific training and/or information in order to prepare for students with unique IEP needs. Requests should be submitted to the special education coordinator. Training may be provided as release time or paid time at the curriculum rate during the summer or school year.

3. When classes are taught in a collaborative manner for the first time (for example: a teacher new to inclusion or when curriculum for collaborative classes changes) reimbursement for summer curriculum work may be available. Prior approval must be requested from the Director of Student Services.

4. Intervention Specialists and their general education inclusion partners will be provided release time or paid time at the curriculum rate not to exceed 4.5 days or 33.75 hours per school year. Every effort should be made to utilize the paid time option so that teachers can remain in their classrooms to deliver the planned curriculum and instruction to their students. This time is in addition to the regularly scheduled planning time addressed in the Master Contract. Unique situations requiring additional collaborative planning between multiple general education teachers and a special education staff member may be requested through the Director of Student Services. During the 2010-2011 school year all requests for this time should be submitted to the Special Education Coordinator who will review with building Principal, in order to conduct a time study.

5. Special education staff members are entitled to request up to 17.5 hours for IEP writing. The following options are available:

- a) Requesting paid time (curriculum rate) outside the school day, not to exceed 17.5 hours per year.
- b) Requesting a combination of paid and release time, not to exceed 10 hours paid time (curriculum rate) and 7.5 hours release time per year.

All requests for release time and/or paid time should be submitted to the special education coordinator who will review the request with the building principal. Unique situations for which a special education staff member is requesting additional paid/release time to write IEPs may be submitted for consideration to the special education coordinator who will review the request with the Director of Student Services. Every effort should be made to utilize the paid time option so that the teaching staff members can remain in the classroom to deliver the planned curriculum and instruction to students.

6. All teachers in grades K-8 will be provided with a list of all students receiving special education services assigned to them. This list will be provided by the intervention specialist, building principal, or special education coordinator by the end of the first day of school. Teachers in grades 9-12 will be provided a list of all students receiving special

education services assigned to them by the end of the fifth day of school. Lists will be provided by the intervention specialist responsible for the student's IEP. It must be understood that the list may change based upon students enrolling in or withdrawing from the district.

7. An IEP summary or written accommodations will be completed and distributed to general education teachers by the end of the fifth day of the school year by the intervention specialist. For students placed on an IEP after the beginning of the school year or for students new to the district, the IEP summary or written accommodations will be distributed to the general education teacher in one week's time by the intervention specialist. Comments may be made on student report cards that reflect these IEP accommodations/modifications.

8. All students receiving special education services and who require paraprofessional support in the general education classroom may have consideration for that same support when in integrated arts classes. The final determination considering schedules and appropriate resources will rest with the IEP team.

9. Cross building sharing to address inclusionary practices, curriculum adaptations, and transition is important. Teachers may contact the Student Services Department for facilitation of the meeting. For this purpose teachers may schedule a meeting outside of the school day and be compensated at the curriculum rate for a maximum of 3.5 hours annually. At the time facilitation for such a meeting is requested, the names of the teachers involved should also be given to the Student Services department to obtain school board approval. Teachers will turn in payroll sheets immediately following the meeting.

10. The impact of inclusion on pupil/teacher ratios may be a factor in determining class sizes. The type of adaptations, the degree of presence of a special needs teacher in a given class, and the availability of special education paraprofessionals may also be considered important factors when considering pupil/teacher ratios and inclusion assignments. Staffing can be considered at any time during the school year as needs change. Any staff member or a representative of the association who is concerned about pupil/teacher ratios can pursue Article 35 of the Master Agreement.

11. When the number of students with special education needs impacts school facilities, the principal and special education coordinator will consider input from affected teaching staff when determining how space is utilized.

12. Special education and/or general education staff working with students who demonstrate physically aggressive behaviors will be provided training in crisis prevention intervention techniques.

13. Teachers required to complete alternate assessments shall consult with their special education coordinator regarding paid/released time to plan and/or complete the assessments. Teachers will be compensated at the rate of 1 hour per Content Standard Entry per student that can be taken as release time, paid-time at the curriculum rate or a

combination of the two. All requests for this compensation (paid, release time or a combination of both) must be submitted to and approved by the special education coordinator. Unique situations requiring additional time may be requested through the Director of Student Services.

14. In the event of any disagreement concerning the application or use of this Memorandum of Understanding between the parties to this agreement, the superintendent will settle the dispute and his decision shall be final. This Memorandum of Understanding is not subject to the grievance procedure.

All other provisions of the negotiated agreement between the parties hereto not altered by this Memorandum of Understanding are to remain unchanged.

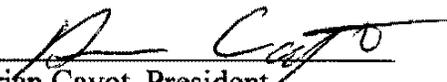
In agreement and witness to all of the above, the Board and Association respective agents place and date their signatures.

Centerville City Schools Centerville



Dr. Thomas Henderson, Superintendent

Classroom Teachers Association



Brian Cayot, President

Date 3/3/11

Date 3/3/11

INDEX A	PAGE
AIDES	86
ADEQUATE SUPPLY OF MATERIALS	46
APPEARANCE IN COURT	26-27
APPLICATION FOR FUNERAL LEAVE	100
APPLICATION FOR PERSONAL LEAVE	98-99
APPLICATION FOR SEVERANCE PAY	101
APPLICATION FOR SICK LEAVE	97
APPLICATION PROCEDURES FOR CONTINUING CONTRACT STATUS	69-72
ASSOCIATION LEAVE	6
ASSOCIATION RIGHTS	1-7
ATTENDANCE OF PROFESSIONAL CONFERENCE	24
 INDEX B	 PAGE
BUILDING PROCEDURE	13
 INDEX C	 PAGE
CENTERVILLE LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE	10
CHILD CARE LEAVE	29-30
CIVIL DISTURBANCES	83
CLASSIFICATION OF TEACHING STAFF MEMBERS ON SALARY SCHEDULE	80-81
CLASS SIZE AND TEACHING LOAD	85-86
COMPENSATION	82
CONFERENCES	62-63
COOPERATING TEACHER	84
COST OF MEDICAL AND DENTAL INSURANCE PROGRAMS	49-52
COVERAGE FOR ABSENT STAFF MEMBERS	89
CURRICULUM MEETINGS	14
 INDEX D	 PAGE
DENTAL INSURANCE PLAN – SPECIFICATIONS	133-135
DENTAL INSURANCE PROGRAM	51-52
DEPARTMENT HEAD STIPEND AND SUMMER COMPENSATION	82
DISABILITY ABSENCE	23
DISABILITY RETIREMENT	23
DISCUSSION AND RESOLUTION COMMITTEE	4-5
DISTANCE LEARNING AND ONLINE CLASSES	92-93

DISTRICT EVALUATION COMMITTEE	9-10
DRUG FREE WORKPLACE	89-92
DURATION, NEGOTIATIONS AND IMPLEMENTATION	94

INDEX E **PAGE**

EFFECTIVE DATE OF MEDICAL AND DENTAL PROGRAMS	52
EMPLOYMENT OF RETIRED TEACHING STAFF MEMBERS	55-56
EXPERIENCE CREDIT	81
EXPLANATION OF SALARY SCHEDULES	108

INDEX F **PAGE**

FACULTY INVOLVEMENT	14-16
FACULTY MEETINGS	14
FAIR SHARE FEE	6-7
FAMILY CARE LEAVE	30-31
FAMILY AND MEDICAL LEAVE	37-40
FUND FOR CHILDREN AND PUBLIC EDUCATION COMMITTEE	43-44
FUNERAL LEAVE	25-26

INDEX G **PAGE**

GENERAL PROVISIONS FOR ALL INSURANCE PROGRAMS	53-54
GIFTED STUDENTS GROUP	5
GRADUATE TUTORSHIP REIMBURSEMENT	78-79
GRANDFATHER CLAUSE – LEAVES OF ABSENCE	37
GRIEVANCE FORM	115
GRIEVANCE PROCEDURE	72-75

INDEX H **PAGE**

HEALTH EXAMINATIONS	41
HEALTH INSURANCE PLAN-SPECIFICATIONS	123-132
GUIDANCE COUNSELOR ADDITIONAL EXTENDED TIME AND SUMMER COMPENSATION	82-83

INDEX I	PAGE
INCLUSION AND SPECIAL NEEDS GROUP	5
IN-SERVICE AND CURRICULUM COMPENSATION	82
INSURANCE PROGRAM	46-54
INSTRUCTIONAL IMPROVEMENT COMMITTEE	15-16
INTEGRATED ARTS GROUP	5
IRS 125 PLAN	43
INDEX J	PAGE
JOINT ADMINISTRATION/ASSOCIATION GROUPS	5
INDEX L	PAGE
LEAVE OF ABSENCE FOR STUDY OR RESEARCH	31-32
LEAVES OF ABSENCE – GENERAL PROVISIONS	27-29
LENGTH OF WORK DAY/DUTY ASSIGNMENTS	65-66
LIFE INSURANCE PROGRAM	52-53
LONG TERM LEAVE OF ABSENCE WITHOUT PAY	36
LONGEVITY	79
INDEX M	PAGE
MEDICAL INSURANCE PROGRAM	47-51
MENTOR TEACHER PROGRAM	9
MENTOR TEACHER PROGRAM GUIDELINES	102-105
MILITARY LEAVE	31
INDEX N	PAGE
NATIONAL BOARD CERTIFICATION	82
NATIONAL AND STATE OFFICERS LEAVE	32-33
NON-DISCRIMINATION POLICY STATEMENT	41
NOTIFICATION OF VACANIES	55
INDEX P	PAGE
PAYROLL	42-44
PERSONAL LEAVE	24-25
PLANNING TIME	64-65
POLITICAL LEAVE	32
PRINCIPAL ABSENCE	66-67
PROFESSIONAL GROWTH CREDITS	75-78
PROFESSIONAL MEETINGS AND COMMITTEES	8-10
PROFESSIONAL PERSONNEL RECORDS	11-13

INDEX R	PAGE
RECOGNITION AND TEACHER REPRESENTATION	1
REDUCTION OF TEACHING STAFF	57-61
RELEASED TIME FOR PARTICIPATION ON DISTRICT-WIDE COMMITTEE	86
RESERVE DUTY LEAVE	36-37
 INDEX S	 PAGE
SABBATICAL LEAVE	33-35
SALARY PROCEDURE – PARTIAL SCHOOL YEAR TEACHING STAFF MEMBERS	106-107
SALARY SCHEDULES	106-111
SCHOOL CALENDAR	61-63
SCHOOL CALENDAR YEAR DEFINITION	37
SCHOOL CALENDARS 2011-2012	116
SCHOOL CLOSING FOR INCLEMENT WEATHER	17
SCHOOL OPEN HOUSE/PARENT ORIENTATION MEETING	16-17
SCHOOL YEAR DEFINITION	37
SELECTION OF TEACHING STAFF MEMBERS FOR UNIT/DEPARTMENT TEACHING SITUATIONS	17-18
SENIORITY CALCULATION	60-61
SEVERANCE PAY	40-41
SHORT TERM LEAVE OF ABSENCE WITHOUT PAY	35-36
SICK LEAVE	18-20
SICK LEAVE BANK	20-22
SIGNATURE PAGE	95
SPECIAL EDUCATION MEMORANDUM	136-139
STAFF DEVELOPMENT COMMITTEE	8-9
STRS TAX DEFERRED PLAN	84
SUMMER SCHOOL EMPLOYMENT	67-68
SUPPLEMENTAL DUTY STIPENDS	109-110
SUPPLEMENTAL POSITIONS	111-114
 INDEX T	 PAGE
TEACHER EVALUATION	68-72
TEACHER EVALUATION PROGRAM	117-120
TEACHING STAFF MEMBER ABSENCE	24-40
TEAM & DEPARTMENT MEETINGS	14-15
TIME TO COMPLETE STUDENT PROGRESS REPORTS	64
TRANSFERS	44-45

TRAVEL REIMBURSEMENT
TUTORS

84-85
87-89

INDEX V

PAGE

VISITING DAYS

24

INDEX W

PAGE

WITHDRAWAL OF REQUEST FOR CONTINUING
CONTRACT, WAIVER AND ACCEPTANCE
OF ONE YEAR LIMITED CONTRACT

121



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

March 10, 2011

Certified Mail: 7008 1830 0002 8847 6376

State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

Re: **Centerville Classroom Teachers' Association/OEA/NEA
Centerville City Schools Board of Education**

Dear Sir/Madam:

Enclosed please find a copy of the new Negotiated Agreement between the Centerville Classroom Teachers' Association and the Centerville City School district.

Thank you,

Diane M. Tieman
Labor Relations Consultant
Ohio Education Association
Fairborn Office

Enclosures

2011 MAR 11 A 11: 53
STATE EMPLOYMENT
RELATIONS BOARD

