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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAREY EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION

OF THE

CAREY EXEMPTED VILLAGE SCHOOL DISTRICT

Effective July 1, 2011 through June 30, 2014

Effective July 1, 2011 through June 30, 2014

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the Carey Exempted Village School District (“Board”) and the Carey Education Association (“Association”), an affiliate of the Ohio Education Association and the National Education Association.

ARTICLE I – RECOGNITION AND BARGAINING PROCEDURE

A. RECOGNITION

1. The Board recognizes the Association as the exclusive bargaining representative of all full-time and part-time certificated/licensed personnel employed under limited and continuing contracts (excluding the Superintendent, principals, assistant principals, or other members of the administrative staff, substitutes, auxiliary service personnel, and school nurses.) Unless otherwise specified, the terms “employee” and “teacher” in this Agreement refer to all members of the bargaining unit.
2. The Association recognizes the Board as the body authorized under Ohio law with the final and exclusive responsibility for establishing policies for the District.

B. BARGAINING PROCEDURE

1. Directing Requests

At least sixty (60) but not more than ninety (90) days prior to the expiration of this Agreement, either party may notify the other in writing of its desire to bargain for a successor contract. A request to bargain from the Association shall be made to the Superintendent. A request from the Board shall be made by the Superintendent to the Association President.

2. Meetings

Within ten (10) days after receipt of a request to bargain, the parties shall agree on the time and place for a meeting, which shall be held within thirty (30) days after receipt of the request. Meetings shall be scheduled with no interruption of school and shall be closed to the public and news media unless otherwise mutually agreed.

At the initial meeting both parties shall submit their proposals in written detail. Thereafter, neither party shall submit additional items except with the consent of the other party.

3. Representation

Representation shall be limited to three (3) representatives each of the Board and the Association. Either party may have no more than two (2) observers at any session.

4. Information

Upon request and in reasonable time, the Board shall provide the Association with information concerning the financial resources of the District.

During bargaining, the Board and the Association agree to provide each other, upon request, all regularly and routinely prepared information concerning the issue(s) under consideration.

5. While bargaining is in progress:

- a. Caucuses – Either party may caucus at any time.
- b. Protocol – No action to coerce or censor or penalize any participant shall be made or implied by any other member as a result of participating in the process.
- c. Item Agreement – As items receive tentative agreement, they shall be reduced to writing and initialed by each party.
- d. Schedule of Meetings – Until bargaining is completed, each meeting shall include a decision on an agreed time and place for the next meeting.
- e. News Releases – All news releases will be mutually agreed upon.

C. AGREEMENT

When total consensus is reached, the outcome shall be reduced to writing and submitted to the Association and Board for ratification. Following ratification, the Agreement shall be signed on behalf of each party. No provision of the Agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.

D. DISAGREEMENT

If total consensus is not reached by thirty (30) days prior to the expiration of this Agreement, either party may declare a bargaining impasse, in which case the parties shall jointly request the services of a mediator through the Federal Mediation and Conciliation Service. The mediation period shall end upon the

expiration of this Agreement unless otherwise mutually extended to a certain date. Mediation, as described herein, constitutes the parties' mutually agreed impasse resolution procedure which supersedes and replaces the procedures set forth in Section 4117.14 of the Ohio Revised Code.

E. RIGHTS OF INDIVIDUAL

Nothing in this Agreement shall prohibit any employee from presenting views or grievances which affect his/her status in the District to the Superintendent or the Board in accordance with established procedure. Bargaining, however, shall be conducted according to this Agreement.

ARTICLE II – GRIEVANCE PROCEDURE

A. DEFINITIONS

GRIEVANCE – is defined as an alleged violation, misinterpretation, or misapplication of a term or terms of this Agreement.

GRIEVANT – is defined as a member or members of the bargaining unit or the Association who is/are actually harmed by an alleged violation, misinterpretation or misapplication of a term or terms of this Agreement. Every grievant shall sign the grievance. A grievance filed by the Association shall be signed by the Association President.

DAYS – shall mean all days on which teachers are scheduled to work, with the further understanding (A) that any calamity on which schools district-wide are delayed or dismissed early by more than two (2) hours or are closed altogether will not be counted, and (B) that during the summer recess all weekdays on which the Board’s central administrative office is open for business will be counted. The number of days indicated at each level shall be considered a maximum.

B. PROCEDURE

Informal – Within five (5) days from the day the incident giving rise to the grievance occurs or from the time the grievant attains knowledge or should have attained knowledge of the grievance, the grievant shall first discuss it with the building principal in an effort to resolve the problem through informal discussion.

STEP 1 – If the informal procedure has failed to produce a resolution, the grievant may, within fifteen (15) days from the time the grievance occurs or from the time the grievant attains knowledge or should have attained knowledge of the grievance, present the grievance in writing (see form attached as Appendix C) to the building principal who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association’s representative, the grievant, and his/her supervisor shall be present for the meeting. The supervisor must provide the grievant and the Association with a written answer on the grievance within five (5) days after the meeting.

STEP 2 - If the grievance is not resolved at Step 1 or if Step 1 time limits have expired, the grievant may refer the grievance to the Superintendent within six (6) days after the Step 1 answer was received or due, whichever is applicable. The Superintendent shall arrange for a meeting to take place within five (5) days after receipt of the grievance form. Each party shall have the right to include such persons as it deems necessary to develop facts pertinent to the grievance. Upon

conclusion of the hearing, the Superintendent will have five (5) days in which to provide a written decision to the grievant and the Association.

STEP 3 - If the grievance is not resolved at Step 2 or if the Step 2 time limits have expired, the grievant may refer the grievance to the Board within six (6) days after the Step 2 answer was received or due, whichever is applicable, and the grievance shall be placed on the agenda for the next regular Board meeting. The Board will present its written decision to the employee and the Association in writing within five (5) days following the date of the Board meeting.

STEP 4 - If the grievance is not resolved at Step 3 or if the Step 3 time limits have expired, the grievant may request a hearing before an arbitrator within five (5) days after the Step 3 answer was received or due, whichever is applicable. If the Association agrees to submit the grievance to arbitration, it shall notify the Board of its intent to proceed to arbitration within five (5) days after receipt of the grievant's request. Within fifteen (15) days following receipt of the grievant's request for arbitration, the Superintendent or designee and the Association shall mutually petition the Federal Mediation and Conciliation Service to provide both parties with a list of seven (7) names from which the arbitrator will be chosen using the alternate strike method. Each grievance will be submitted separately to arbitration, unless otherwise mutually agreed. A second list of names may be requested by either party.

The arbitrator shall hold the hearing promptly. The decision of the arbitrator shall be final and binding. Binding arbitration shall be the exclusive remedy for any alleged violation of this Agreement; violations of this Agreement shall not be taken to court and any judicial review of an arbitrator's decision may only be in accordance with Ohio law.

The arbitrator shall not have authority to add to, subtract from, or modify the provisions of this Agreement, nor add to, detract from or modify the language herein arriving at his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall not have authority to rule contrary to the law of Ohio except where this Agreement supersedes state law in accordance with Section 4117.10(A) of the Ohio Revised Code. The arbitrator shall have no authority to decide any issue(s) not submitted to him/her.

The arbitrator shall not interfere with management prerogatives involving the Board's discretion except as otherwise agreed in this Agreement. He/she shall not limit or interfere with the powers, duties and responsibilities of the Board under this Agreement, applicable law, and state and federal regulations having the force and effect of law except as otherwise agreed in this Agreement.

The Federal Mediation and Conciliation Service's administrative fee and the arbitrator's fees and expenses shall be shared equally by the parties. Each party shall bear the cost of its own representatives.

C. GENERAL CONSIDERATIONS

No reprisals will be taken by the Board or the Administration against any employee because of his/her participation in the grievance procedure.

Time limits at any level may, by mutual agreement, be extended.

Unless otherwise mutually agreed, the processing of grievances and arbitration hearings under this Article will not interfere with employees' regularly scheduled work time. If an arbitration hearing is, by mutual agreement, scheduled during work time, employees who participate will be released from duty without any loss of pay and benefits.

ARTICLE III – ABSENCE OF CERTIFICATED/LICENSED PERSONNEL

A. GENERAL

1. All employees are expected to be at their assigned duties during working hours. If, because of an emergency or other cause, a teacher must leave the customary place of duty, the principal, or other person to whom the employee reports, should be notified. In the absence of the principal, a colleague may assume responsibility and the principal be notified as soon as possible.
2. Insofar as possible, absence of a day or more of a teacher should be anticipated far enough in advance to inform the principal or other responsible person of such absence and to afford an opportunity to obtain a substitute. The teacher should prepare lesson plans, a duty list, or other such material as will guide the substitute in carrying on the program.
3. When an unexpected absence occurs, the teacher shall call the principal so that a substitute can be secured. If the teacher is planning to return the following day, the principal should be called before the building's dismissal time in order that the substitute on duty might be notified.
4. If conditions warrant it, the Superintendent may require a certificate from a physician that the person is physically and mentally qualified to continue prescribed duties efficiently.
5. Substitutes should be obtained for all absent classroom teachers, if available. Other teachers within the building shall not be expected to use their conference periods or periods when they are responsible for supervising a student teacher to cover for another teacher who is absent, except in an emergency. An emergency is defined as a situation in which a teacher is called away from the classroom or becomes ill during the class day and must leave.

In emergency situations, other teachers in a given building may be asked to assume substitute duties when their schedule and responsibilities permit. An emergency shall not be deemed to exist for more than one (1) day.

B. ABSENCE WITH FULL PAY

Excused absence with full pay, not chargeable against sick leave or personal leave, shall be granted for the following reasons:

1. Attendance at professional workshops, conferences, or school visitation when approved in advance by the Administration.
2. When attending any function when so directed by the Administration.
3. Court appearance when subpoenaed as a witness in any case connected with the individual's employment or the school, except when the teacher is bringing suit against the Board.

C. LEAVE OF ABSENCE WITHOUT PAY

1. Leave for educational, professional, illness or disability, military service, parenthood, political office or other purposes may be granted according to the provisions of the Ohio Revised Code. However, leave to take other employment will not be granted.

Since leave for illness will follow the expiration of sick leave and will be for a specific period of time, the Superintendent may require a physician's statement, indicating the extent of the illness. Sick leave is not accumulated while on unpaid leave.

2. Teachers for whom sufficient sick leave is not available to cover periods of disability due to pregnancy may be entitled to unpaid leave (including FMLA leave under Section J of this Article if eligible) for that portion of the period of disability not covered by sick leave.

A teacher shall be entitled to a leave without pay to begin any time prior to the birth of a child or at the exhaustion of sick leave used for pregnancy and not to exceed one (1) calendar year unless a longer period is agreed to by the Board. A written request for a leave shall be submitted at least one (1) month prior to the commencement of the leave except in emergency situations. The request shall specify the commencement date and proposed duration of the leave.

Individuals on leave for the school year must notify the Superintendent by April 1 of their intention to return or resign. Normally staff members will return to work at the beginning of the school year following the conclusion of the leave. However, the Board and an employee may agree upon a return date at some other time.

D. SICK LEAVE

1. Accumulation of sick leave credit:
 - a. Each full-time employee shall earn sick leave in the amount of one and one-quarter (1-1/4) days per calendar month of employment or

fifteen (15) days per year. Sick leave may accumulate to a maximum of two hundred (200) days.

- b. Part-time employees shall accumulate sick leave on a proportional basis (e.g., a half-time employee will accumulate a maximum of seven and one-half (7½) days per year.) Use of sick leave shall also be on a proportional basis.
- c. Each employee shall have the annual sick leave credit available at the beginning of employment or at the beginning of the school year. An employee who uses the annual sick leave and terminates employment before such leave has actually been accrued, shall reimburse the Board for the leave used but not earned.
- d. Total accumulation of sick leave will be stated on the employee's payroll stub each pay period.

2. Use of Sick Leave

- a. Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family.
- b. In the case of illness, the term "immediate family" shall mean spouse, children, parents, brother, sister, grandparent, grandchild, legal guardian or other person who stands in the place of a parent, or any other dependent or relative living in the same household as the employee. If approved by the Superintendent, "immediate family" may also include the employee's mother-in-law and/or father-in-law.

In the case of death, the term "immediate family" shall mean, spouse, children, parents, brother, sister, grandparent, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, grandchild, legal guardian, or other person who stands in place of a parent, or for any dependent or relative living in the same household as the employee. One (1) day of sick leave may be taken for the death of a dependent or relative other than those defined above.

- c. Requests for sick leave shall be submitted on forms prescribed by the Board and must be approved by the Superintendent or designee.

E. PERSONAL DAYS

Each teacher is permitted two (2) days of personal leave each school year which may accumulate to a total of five (5) days. Such leave shall not be taken during the first or the last week of the work year or on any day which would prolong any regularly scheduled holiday or break period. An exception shall be made for the Wyandot County Fair if the employee has Fair business. No more than two (2) days of personal leave shall be taken in succession at any time, unless additional days are approved by the Superintendent. Whenever the number of requests for personal leave on any specific day causes the supply of substitutes to be depleted, those teachers who cannot be relieved by substitutes shall be expected to select another day for the personal day. If a substitute cannot be obtained, the Superintendent shall notify the teacher two (2) days before the requested personal day. Requests for personal days shall be made in writing to the Superintendent at least one (1) week in advance, unless, due to extenuating circumstances, a week's advance notice is not possible.

At the end of each school year, an employee who has used no more than five (5) sick leave, personal leave, and/or deduct days may elect to cash in up to two (2) accrued but unused days of personal leave at the substitute teacher pay rate; if this incentive pay option is exercised, these days will be erased from the employee's accrual credit for all purposes under this Agreement. It is further understood that, if the employee has two (2) or more unused days at the end of the year and chooses this incentive pay, two (2) days must be cashed in. Any remaining unused days will be carried over and credited to the employee for the following year (subject to the 5-day maximum accumulation specified in the first paragraph of this Section and also subject, if applicable, to the severance pay personal leave reimbursement provisions appearing in Article IV, Section G of this Agreement).

F. ATTENDANCE AT PROFESSIONAL MEETINGS, WORKSHOPS, AND SCHOOL VISITATIONS

1. Teachers' applications for attendance at professional meetings should be submitted to the Superintendent, through the building principal, as early as possible and should include an estimate of expected expenses.
2. An itemized list of all expenses, accompanied by receipts for lodging, shall be submitted within two (2) weeks after return to duty in order to receive reimbursement. Approvable requests for such reimbursement will be based on mileage (\$0.50 per mile, or the IRS rate if the IRS rate is lower than \$0.50), registration, and lodging.

G. SABBATICAL LEAVE

Any employee after teaching three (3) or more years in the District, may be granted, upon written application, up on a one (1) year sabbatical leave, provided a qualified replacement can be found.

The number of candidates shall be limited to no more than one (1) per semester.

Candidates must give at least one (1) semester's notice that they wish to be considered for a sabbatical, and the Administration must give their response within a reasonable time.

In case of more than two (2) applicants, selection will be according to seniority. An employee who receives a sabbatical must teach three (3) years before receiving another.

The Board shall pay a partial salary to an employee on sabbatical not to exceed the difference, if any, between the employee's regular salary and the replacement teacher's salary.

Employees on a sabbatical may continue to participate in group insurance by paying the insurance premiums to the Treasurer on a timely basis.

H. ASSAULT LEAVE

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to a physical disability resulting from assault under the following conditions.

1. Any employee who must be absent from duty due to a physical disability resulting from an assault while engaged in school activities, while on school premises, during school hours, and/or at a scheduled school activity, will be paid his/her full compensation, including benefits, for a maximum of thirty (30) school days.
2. Assault shall be defined as an unlawful action resulting in bodily injury to a teacher.
3. Leave under this Section shall commence from the first day of the physical disability.
4. The teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location, date, and time of the assault, plus names and addresses of witnesses, if known.
5. The teacher shall also furnish a written signed statement from a physician as to the nature of the disability, its possible duration, and the need to be absent from school.
6. Upon receiving the statements referred to in paragraphs 4 and 5 above, the Superintendent shall review the statements and conduct any further investigation deemed advisable prior to granting the assault leave.

7. Assault leave shall not be charged against sick leave earned or earnable by the employee.
8. Assault leave shall not be granted in cases of physical disability resulting from the assault of one (1) school employee by another employee.
9. A prerequisite for qualifying for assault leave shall be that the individual in question apply for Workers' Compensation. The Board will only be responsible for the difference between Workers' Compensation paid and the employee's entitlement under this Section. Should a delay occur in the receipt of Workers' Compensation benefits, the Board shall maintain the employee on full pay status with the understanding that delayed Workers' Compensation benefits will be signed over to the Board when received by the employee.

I. ASSOCIATION LEAVE

A total of two (2) days Association leave shall be available each school year for use by Association representatives for Association business (including the OEA Representative Assembly). These days shall be in addition to any other type of leave to which an employee is entitled. Employees using leave shall suffer no loss in pay. Substitutes, if required, shall be provided at Board expense for the day of leave utilized, but all other expenses are to be borne by the Association or the individual.

These days may be taken as full or half days. Notice of use of leave shall be in writing and shall be forwarded to the principal at the earliest possible date but no later than one (1) week in advance. No more than two (2) employees shall be granted leave on any one (1) school day.

J. FMLA LEAVE

The 12-month period during which an eligible employee may take up to twelve (12) weeks of unpaid leave under the federal Family and Medical Leave Act is a rolling 12-month period measured backward from the date the employee uses any FMLA leave.

ARTICLE IV – SALARIES AND FRINGE BENEFITS

A. SALARY SCHEDULE

The base salary on the Teachers' Salary Schedule shall be \$30,407 effective at the beginning of the 2011-12 school year (See Appendix A-1).

The base salary on the Teachers' Salary Schedule shall be \$30,711 effective at the beginning of the 2012-13 school year (See Appendix A-2).

The base salary on the Teachers' Salary Schedule shall be \$31,018 effective at the beginning of the 2013-14 school year (See Appendix A-3).

Any full-time LD tutor shall be paid in accordance with the regular Teachers' Salary Schedule. Full-time LD tutors may also be assigned other duties by the building principal to the extent that they do not have a full teaching load during any work day.

Part-time LD tutors who work at least twenty (20) hours per week shall be paid proportionally to the time they actually work on the regular Teachers' Salary Schedule. Tutors who work fewer than twenty (20) hours per week shall be paid an hourly rate of \$22.00 per hour.

B. INDEX FOR SALARY SCHEDULE

The index upon which the Teachers' Salary Schedule is computed shall be as indicated on the schedules attached as Appendix A.

C. SALARY ADJUSTMENT (CHANGE IN TRAINING STATUS)

When a teacher has completed additional coursework which would qualify him/her for another column on the Teachers' Salary Schedule, an official transcript from the college or university shall be submitted to the Superintendent.

If the transcript is filed on or before September 15, the teacher will be advanced to the appropriate column effective with the beginning of the school year. Effective with the second semester, a teacher will be advanced to the appropriate column if the transcript is filed after September 15 and prior to January 15.

Should an official transcript not be available by September 15 or January 15 respectively, a grade slip or letter from the Registrar's office will suffice until such time as the transcript is available.

D. DEDUCTION FROM SALARY

When an individual is absent and will not receive pay for the absence, salary deductions shall be calculated at the rate of $1/182^{\text{nd}}$ of the annual base salary.

E. EXTRA-CURRICULAR PAY SCHEDULE

Persons performing extra-curricular duties shall be paid in accordance with the Extra-Curricular Pay Schedule attached as Appendix B.

The Board shall have written guideline for the salary of extra-curricular activities according to Title IX guidelines.

There shall be a job description for all extra-curricular positions. Each description shall include specific duties/responsibilities and job expectations. A copy of the job description for a particular activity shall be attached to the supplemental contract issued for the position.

F. PAY PERIODS

A teacher's annual salary shall be paid, by direct electronic deposit into the employee's authorized bank account, in twenty-six (26) equal installments starting with a Friday date as soon as permitted by law following the opening of school and continuing every other Friday thereafter. Should a payday fall on a holiday, payment will be made on the immediately preceding workday that is not a holiday. The parties recognize that, by operation of the calendar, a three (3) week hiatus between paydays will occur every several years in order to avoid a twenty-seventh (27th) pay in that school year.

G. SEVERANCE PAY

Each employee with at least ten (10) years of District service shall be entitled to severance pay in the amount equivalent to twenty-seven and one-half percent (27.5%) of accumulated sick leave when the teacher is eligible for retirement and retires under the State Teachers Retirement System. In addition up to three (3) unused personal leave days earned during the last two (2) years of employment will be reimbursed. The daily rate of pay is determined as that being received at the time of final service.

Severance pay will be paid in two (2) equal installments, the first paid within sixty (60) days of the date of retirement and the second in January; however, if the total amount due is \$3,000.00 or less, severance pay will be paid in full within sixty (60) days of the date of retirement.

H. INSURANCES

1. The Board shall pay the entire premium cost for \$25,000 term life insurance for all employees who are contracted to work at least twenty (20) hours per week.
2. The Board shall pay the full cost for dental insurance (family or single, whichever is applicable) for all employees who are contracted to work at least twenty (20) hours per week.
3. An employee contracted to work at least twenty (20) hours per week shall have the following three (3) options (with the option to be exercised by the employee during the September enrollment period) with respect to medical and prescription drug insurance benefits:
 - a. The employee may elect to be covered under the Hospital/Surgical and Major Medical benefits plan. An employee on single or family coverage will pay twenty-five percent (25%) of the premium. The Board will pay seventy-five percent (75%) of the premium. This option is not available to any employee hired on or after July 1, 2008.
 - b. Alternatively, the employee may elect to be covered under the Comprehensive Major Medical benefits plan. An employee on single or family coverage will pay fifteen percent (15%) of the premium. The Board will pay eighty-five percent (85%) of the premium.
 - c. Alternatively, the employee may—by written notice to the Treasurer which must be received between September 1 and 30 (inclusive) of each year—elect not to take any medical and prescription drug insurance fringe benefits for the immediately following insurance year (October through September), in which case the Board will pay the employee the sum of \$1,400.00 (less applicable payroll deductions) during that insurance year as follows: \$700.00 will be paid on the first regularly scheduled payday in December and the remaining \$700.00 will be paid on the first regularly scheduled payday in June.
4. The Board shall pay ninety percent (90%) of the cost for vision insurance (family or single, whichever is applicable) for all employees who are contracted to work at least twenty (20) hours per week; the remaining ten percent (10%) of the cost shall be paid by the employee by payroll deduction. The coverage provided shall equal or exceed Vision Service Plan (VSP) Ohio School Plan B with a \$0.00 co-payment.

5. The Board will implement a plan under and in conformance with Section 125 of the Internal Revenue Code that provides for the payment of an employee's share of the monthly premium under paragraphs 3-5 above with pre-tax dollars. The employee's share for each month shall be divided in half and deducted twice monthly through payroll deductions; no premium deduction will be made from a third paycheck scheduled during any given month.

I. TUITION REIMBURSEMENT

Employees shall be eligible for tuition reimbursement subject to the following conditions:

1. The course work must receive the prior approval of the Superintendent.
2. Reimbursement will be for graduate, undergraduate, or non-credit courses.
3. To qualify for reimbursement, a course(s) must relate to the teacher's current teaching assignment, to other certification areas on the individual's teaching certificate, or to an employee's extra-curricular assignment. Courses will also qualify if taken for the purpose of adding another certification area to one's certificate if specifically approved by the Superintendent.
4. The Board will reimburse an employee for tuition costs up to a maximum six (6) semester hours upon proof of successful completion of each course and upon verification of tuition amount. If the necessary documentation is not received by the Superintendent on or before June 30, reimbursement will be deferred until the first September pay of the next school year or up to three (3) weeks from receipt of the documentation, whichever is later.
5. To be eligible to receive payment for courses taken during the summer, the teacher must teach in the District the year following receiving course credit or must have been granted a leave of absence or have been laid off due to a reduction in force or non-renewed.
6. Reimbursement shall be based upon a first come, first served basis, determined at the time approval is granted by the Superintendent.

The amount of money available for this purpose, per school year, shall be \$18,000. The Association President, or designee, may request from the Superintendent periodic status reports regarding the funds expended to date.

J. STRS PICK-UP

The Board agrees to continue to “pick up” each employee’s mandatory contribution to the State Teachers Retirement System. The amount of the employee’s income subject to federal and Ohio income tax shall be the employee’s total gross income reduced by the then-current percentage amount of the employee’s STRS contribution which has been “picked up” by the Board. The amount “picked up” shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

K. PAYROLL DEDUCTIONS FOR CREDIT UNION

Payroll deductions shall be made by the Board for all employees who authorize same for purposes of diverting a portion of their salaries to the Hancock Federal Credit Union or to any other chartered credit union. Changes in the amount to be deducted may be authorized by an employee during the first fifteen (15) days of September and/or the first fifteen (15) days of February.

L. CURRICULUM WORK

When employees volunteer or are directed to work on courses of study, curriculum revisions, and other curriculum-related assignments, they shall be compensated in accordance with one (1) of the following provisions:

- a) released time during the regular school day shall be provided with substitutes provided at Board expense, or
- b) monetary compensation shall be paid at an hourly rate equal to that received by tutors (see Article IV, Section A).

To be eligible for reimbursement all curriculum work, whether voluntary and/or directed, shall first be approved by the Superintendent.

M. TAX-DEFERRED ANNUITIES

A teacher may participate in a tax-deferred annuity through payroll deduction. The request for initial enrollment and any change in the deduction amount shall be submitted in writing to the Treasurer by October 15 or March 15. Deductions in accordance with such written authorization will begin, respectively, with the first regular pay in November and the first regular pay in April. In all cases, the teacher must work with the District's third-party administrator and common remitter and the deductions must conform to all tax and other legal requirements. Deductions with respect to an annuity provider not currently receiving deductions are permitted only if at least five (5) employees District-wide authorize deductions as to that provider.

ARTICLE V – WORKING CONDITIONS/EMPLOYMENT PRACTICES

A. PROFESSIONAL RESPONSIBILITIES

1. As evidence of professional development, teachers are expected to:
 - a. Be constant students of the science and art of education;
 - b. Participate in activities for their continued professional growth;
 - c. Become familiar with and abide by this Agreement;
 - d. Affiliate with those professional organizations which contribute to the teacher's continued professional growth and development.
2. Teachers shall be required to attend an annual in-service day. It may be approved for CEU's, contact hours, or college credit by the LPDC.
3. Teachers are expected, in addition to the faithful discharge of their duty in the classroom, to:
 - a. Prepare themselves thoroughly in their daily work.
 - b. Prepare daily lesson plans as guide to classroom work and also to facilitate the work of the substitute teacher.
 - c. Assist in every way possible in upholding and enforcing the rules and policies of the school.
 - d. Keep accurate records and make such reports as are required by the building principal and the Superintendent.
 - e. Attend regular and special faculty meetings called by the building principal, the Superintendent (or designee) for the purpose of facilitating the operation of the school system.
4. Teachers shall be required to keep their classes in session each day during school hours and shall not be permitted to dismiss them for any time without the consent of the principal or Superintendent. Teachers shall dismiss their classes promptly at the time set. Teachers will be expected to be in the building on duty no later than 8:00 a.m. and will be dismissed at 3:00 p.m. Exceptions to these procedures shall be cleared with the building principal in advance.
5. Teachers are expected to exercise care and responsibility for all school apparatus and property entrusted to their charge. They shall report to their immediate supervisor any damage which may be done to school property and, where known, the name of the offender.
6. Arrangements for field trips must be in writing. Absence from the building must be made with the approval of the building principal.
7. Teachers shall give every reasonable assistance to pupils in their studies. When a pupil has fallen behind in his studies due to absence, inattention,

or other causes, it shall be the duty of the teacher to notify the parents of the situation, using a standard form provided by the principals. If no improvement follows such notification, the case shall be referred to the principal.

8. Procedure for parent-teacher visitation is as follows:
 - a. The teacher or parent will request a conference time at least one (1) day in advance if possible.
 - b. Visitors are to report to the principal's office upon arrival in the building and will then be directed to the teacher's room.

Although parents are encouraged to visit the classrooms, they should be informed at the beginning of the school year that advance notice is suggested. Parents are expected to observe in the classroom only.

9. Teachers shall inquire into all cases of acute sickness and injury occurring in their immediate area of supervision. The principal and parents shall be notified immediately. Teachers shall be responsible for submitting a written report of all injuries to the building principal at the time of treatment.
10. No teacher shall discuss or distribute any commercial literature or permit it be read or distributed in any school within the District without the approval of the Superintendent.
11. Teachers are expected to comply with rules, regulations, and directions adopted by the Board or its representatives.
12. Teachers shall attempt to encourage individual creativity in the classroom.
13. A teacher, as a professional leader in the community as well as a worker with youth, shall refrain from the use of profanity in the classroom except within the context of approved classroom material.
14. Teachers may be assigned responsibility for checking restrooms.

B. ASSIGNMENTS

1. Teachers are assigned to buildings and subject areas by the Superintendent according to the needs of the school and the areas for which the individual teacher is certificated/licensed. The assignment of teaching schedules and the master schedule is the responsibility of the principal.
2. A change in teaching position from one (1) school to another may be requested by the teacher affected, by the principal, or may be initiated by the Superintendent and his/her staff.

3. No bargaining unit member will be involuntarily assigned to a non-bargaining unit position.

C. VACANCIES, PROMOTIONS, AND TRANSFERS

1. An employee shall annually have the opportunity to request a transfer from one (1) class to another or one (1) building to another by so indicating in writing to the Superintendent, prior to April 1.
2. When paid extra-curricular assignments and responsibilities are given, a thorough study of qualifications of interested individuals shall be conducted. The provisions of Section 3313.53 of the Ohio Revised Code shall not apply to such assignments and responsibilities if first posted internally in accordance with Paragraph 5 below.
3. All employees shall be given written notice of their assignment for the following school year by the close of the current school year. When subsequent changes in assignments are necessary, the affected person should be notified in writing no later than July 10, with the exception of emergency situations which allow the Superintendent to make changes at other times.
4. All vacancies (teaching, administrative, and extra-duty) that the Board elects to fill shall be posted in each building on a bulletin board in a faculty area, and a copy of such posting will be provided to the Association President. Such vacancies shall be posted for at least ten (10) days. When school is not in session, written notices of vacancies for the ten-day period shall be provided to all staff members unless the vacancy occurs after July 10, in which case the notice will be for a five-day period; if the vacancy occurs after July 10 and the Board needs to further accelerate this process, it may elect to give the five-day notice by means of a separate mailing, as opposed to giving such notice with the employees' pay.
5. Employees applying for positions posted as vacancies shall submit a letter of application to the Superintendent's office.

Each employee who applies for a vacancy shall be considered for the vacant position.

6. A vacancy shall be defined as a new bargaining unit position created by the Board or one which will be open for sixty (60) days or longer as a result of promotion, resignation (if two (2) weeks written notice has been provided to the appropriate administrator), termination, nonrenewal, leave of absence, death and/or retirement. This provision shall not apply to positions(s) where the teacher(s) vacates for any reason after July 10th. In

all cases, the Superintendent may elect to fill a vacancy with a substitute for the remainder of the semester in which the vacancy occurs.

D. DISCIPLINE

If a principal summons parents to discuss the disciplinary problems a particular teacher(s) is (are) having with the parents' son or daughter without the teacher(s) present, the teacher(s) should be informed as to what occurred in the conference as soon as possible afterwards.

E. INFRINGEMENT ON SCHOOL TIME

No employee will permit time to be used, in or about the school building, by sales agents, agents for books and other apparatus, lecturers, or exhibitors, unless authorized by the Superintendent.

F. TEACHER PROTECTION

1. Should a teacher be criticized by a person or persons, other than the principal, assistant principal or Superintendent, for professional practices, teaching habits, or other activities, a review by the principal may be requested. If criticism of a teacher is first reported to the principal and is of such nature as to become a part of the teacher's written personnel record and detrimental to the professional reputation of that teacher, the principal will apprise the individual involved of specific charges and will investigate the facts.
2. Any teacher involved in any assault in connection with his/her employment shall immediately make a written report of the circumstances to the principal or immediate supervisor.

G. NOTICE OF NONRENEWAL/TERMINATION

1. An employee employed under a regular limited contract whose contract is not to be renewed shall be notified in writing on or before April 30. For the purpose of this Section, notwithstanding Section 3319.11 of the Ohio Revised Code, posting such written notice in the U.S. Mail by registered or certified mail to such teacher's last known mailing address shall constitute "notice" to the employee.
2. Termination of an employee's continuing or limited contract during its term shall be governed by Section 3319.16 of the Ohio Revised Code.

H. EVALUATION PROCESS

1. As a part of the evaluation process there will be both observations and Principal's Employment Recommendation and Goals as defined below:
 - a. Observation: an actual in-class observation of no less than thirty (30) minutes of the staff member at work in order to critique one's teaching performance. Also included are day-to-day observations in the educational setting.
 - b. Principal's Employment Recommendation and Goals.
2. The formal program of evaluation will be accomplished through personal classroom observation followed by a written observation report (see Appendix D).
3. An administrator, when conducting an observation, shall take into consideration and not observe in (unless unusual circumstances otherwise warrant) the following situations: the day before or after a holiday recess, the day after an absence due to illness, or the first or last days of a marking period.
4. Any employee whose contract is up for renewal will be observed in the classroom no fewer than two (2) times within the current school year. All employees in the middle of a limited contract will be observed at least once each school year. All employees on a continuing contract will be observed at least once every other school year. In addition, a Principal's Employment Recommendation/Mutually Devised performance and Instructional Goals Form (see Appendix E) shall be prepared by the building principal and presented to each employee up for renewal no later than March 31 of that year. All other employees shall receive the Principal's Employment Recommendation/Mutually Devised Performance and Instructional Goals Form no later than May 15.
5. Within five (5) school days after the day of the formal observation, the evaluator shall schedule a meeting with the employee.

At that meeting a copy of the written observation report shall be given to the teacher. All criticisms shall be supported with specific, written comments pertaining to direct observations by the observer. Specific suggestions for improvements in performance shall be noted by the evaluator. While the ultimate responsibility for improvement remains with the teacher, the evaluating administrator will, upon request, provide assistance to the teacher or suggestions(s) as to how the teacher may obtain assistance in attempting to fulfill the suggestions provided.

6. A teacher, by his/her signature on the written observation or Principal's Employment Recommendation and Goals, shall acknowledge that he/she

has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. An employee shall have the right and opportunity to submit within ten (10) school days, a written rebuttal for attachment to the evaluator's report which shall be placed in his/her personnel file.

7. The reason(s) for nonrenewal of an employee's limited contract shall be based solely on the evaluation process as described above.
8. The time deadlines appearing above will be reasonably adjusted when an unanticipated absence of the teacher or evaluator makes strict compliance infeasible.

In addition, where a teacher only works part or none of a school year (due, for example, to being hired in the middle of a school year or to a leave of absence for some or all of a school year), these evaluation requirements and deadlines will be reasonably adjusted or eliminated as warranted by the particular circumstances.

9. Written notification of the Superintendent's intent to recommend non-renewal shall be given to the employee on or before April 15 and prior to recommendation to the Board. Upon written request, a teacher shall be granted a conference with the Superintendent and principal concerning his/her employment status. In this conference the employee shall be entitled to Association representation.
10. If the Superintendent recommends the nonrenewal of an employee's contract, the employee will be granted an impartial meeting with the Board. The meeting shall occur prior to the Board acting on the employee's contract. The employee shall be entitled to Association representation at this meeting.
11. This procedure shall supersede and replace Section 3319.111 of the Ohio Revised Code.

I. TEACHING AND WORKING CONDITIONS

1. It is recognized that a teacher's primary responsibility is to teach and that his/her energy should be utilized to this end. Therefore, every effort must be made to reduce the non-teaching duties, through the use of clerical assistance.
2. Teachers shall be expected to maintain daily attendance records.
3. The Board shall provide in each building:
 - a. A conference and/or workroom for the use of the school staff where teachers may go, containing the equipment and supplies necessary

for the preparation of instructional material. Such equipment and supplies should include, but not be limited to, copying equipment, word processing equipment, and worktable.

- b. Restrooms designated for staff only.
 - c. The Board shall provide locks on desks and cupboards/closets in each classroom where supplies and/or equipment may be stored.
4. Each secondary teacher shall be provided a daily conference period which is the equivalent of a regular teaching period. If a teacher plans to be somewhere other than his/her classroom or the faculty workroom during his/her conference period, this information shall be reported to the building principal.
 5. Each elementary classroom teacher shall have not less than two hundred (200) minutes of conference time each week within the teacher's work week. If a teacher plans to be somewhere other than his/her classroom or the faculty workroom during his/her conference period, this information shall be reported to the building principal. Every reasonable effort will be made to schedule conference time in not less than 15-minute blocks.
 6. Each teacher will be allotted a duty-free thirty (30) minute lunch period.
 7. Teachers shall not be required to perform duties at school events.

J. CURRICULUM MATERIALS

Every effort shall be made to continuously update curriculum materials by reviewing them every five (5) years. Such review is to be conducted by a review committee of teachers, knowledgeable in the area of study involved.

Each review committee shall include at least one (1) appropriate member of the administrative staff. A written report with recommendations will be made to the Board.

K. BUILDING ACCESS

During the school year each employee shall be issued keys which will provide access to the building and classroom(s) in which the employee works. During the summer, keys may be borrowed from the Superintendent or building principals.

L. EDUCATIONAL ASSISTANTS

The Board will provide educational assistants to cover lunch period monitoring duties. This provision shall not be construed to prohibit the assignment of a secondary teacher to supervise the lunch room.

M. PHYSICALLY DISABLED STUDENTS

The Board shall establish written duties and responsibilities for any teacher who is specifically assigned to provide physical assistance to a physically disabled student during the school day. Further, the Administration shall relieve the teacher of all regularly assigned duties which the teacher cannot perform because of his/her special assignment to assist a physically disabled student.

N. CLASS SIZE/WORK LOAD

1. The maximum class size for kindergarten through grade 6, including mainstreamed students, shall be twenty-eight (28) students per class. For grades 7 through 12, the maximum class size for English, Math, Science, and Social Studies shall be twenty-eight (28) students per class, including mainstreamed students; for Health, the maximum shall be thirty (30) students per class, including mainstreamed students. A deviation from these numbers may be made for honors classes.
2. Classes in a given level or subject will be as equally balanced as possible, throughout the school year.
3. The Administration shall take into account the following factors when determining the maximum size of a given class:
 - a) number of work stations (which shall include, but not be limited to, equipment, machinery, and work space);
 - b) state-established maximums for specific classes
 - c) health and safety factors (e.g., size of room).
4. If an elementary grade level exceeds the class size provisions established in paragraph 1 above, the grade level involved may be provided a full-time aide.
5. The maximum number of preparations per semester in the high school and junior high school English, Math, Science, and Social Studies Departments shall not exceed four (4) per teacher unless otherwise mutually agreed by the teacher and the principal. Annually, the Internal Service Committee will study and mutually agree upon the number of periods offered in the junior and senior high schools.

O. SNOW REMOVAL

For both the health and safety of students, the Board will provide, as soon as possible, for the removal of snow from areas on the school grounds where

students play. School sidewalks, bus unloading areas, and parking lots shall be considered priorities, however, and shall be cleared prior to play areas.

P. SEQUENCE OF LIMITED CONTRACTS

1. Employees will be granted limited contracts in the following sequence:

	<u>LENGTH OF CONTRACT</u>
1 st , 2 nd , and 3 rd contract	One (1) year
4 th and 5 th contract	Two (2) years
6 th and all subsequent limited contracts	Three (3) years

2. The Board and Administration retain the right to deviate from the above sequence on a one-time only basis in situations which require performance improvement. The reasons used for the deviation shall be documented and presented to the employee.

3. When an individual is employed due to a teacher taking an unpaid leave of absence or due to a teacher being on sick leave for a full school year, the replacement employee shall be granted a limited contract which clearly states the specific time period for which he/she is hired. Such limited contract will automatically expire at the conclusion of the last contracted work day. The Board shall have no obligation to such employee under Sections 3319.111 of the Ohio Revised Code or under Article V, Section H of this Agreement.

Q. SCHOOL SUPPLIES ALLOWANCE

An amount shall be set aside in the Annual Appropriations for the District which will be sufficient to provide each classroom teacher with an allowance of \$100.00 for the purpose of purchasing classroom supplies.

R. REDUCTION IN FORCE

A reasonable (i.e., non-arbitrary and non-capricious) reduction of employees may be made only when one (1) or more of the following conditions exist:

- a. Decreased pupil enrollment;
- b. Return to duty of regular teachers after leave of absence (in such a case, the notice provisions appearing in paragraph 1 below shall not apply);
- c. Suspension of schools
- d. Territorial changes affecting the District;
- e. Financial reasons.

1. On or before April 1 preceding an anticipated staff reduction, the Association President shall be notified of the Board's intent to consider a staff reduction. A meeting shall be held between representatives of the Association and the Board to review appropriate data indicating a need for a reduction. The Association shall be informed as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction, and will be provided with a seniority list of all employees.
2. The seniority list shall be prepared by listing all teachers according to continuous service in the District within all areas of certification/licensure. Those on continuing contracts shall be listed first according to continuous service in the District; then those on limited contracts shall be listed by continuous service in the District. The list shall include the date of initial employment (continuous) for each employee.

An employee who actually works at least one hundred twenty (120) days within a given school year, irrespective of whether such service is full-time or part-time, will receive a full year of seniority credit; an employee who actually works fewer than one hundred twenty (120) days within a given school year will receive no seniority credit for that year.

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

- a. The date of the Board meeting at which the teacher was hired, and then by,
 - b. The date the teacher signed his/her initial limited contract in the District.
 - c. If any ties remain after a) and b), they will be broken by lot.
3. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacements for those employees who retire, resign, or whose limited contracts are non-renewed. It is recognized, however, that attrition alone may be sufficient to accomplish necessary reductions.
 4. Reductions needed beyond those covered by attrition will be made only by suspending contracts.

The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts and to teachers who have greater seniority. The position to be abolished will be applied to the seniority list.

The teacher who presently holds this position is the teacher whose contract is to be suspended, unless it is possible for the involved teacher to replace a teacher with less seniority in an area for which the involved teacher is properly certificated/licensed.

A teacher whose contract is suspended, as a result of staff reduction, shall be given written notification no later than April 30 of the year the reduction is to be implemented. The notification shall state the reason(s) for the reduction and reason(s) for the selection of said teacher.

5. Teachers whose continuing contracts are suspended shall have the right of restoration to continuing service status in the order of seniority in the District, if and when teaching positions become vacant or are created for which any of such teacher are or become qualified. After restoration of teachers with continuing contract, those on limited contracts shall also be restored in the manner described above.

Restoration rights for teachers whose limited contracts were suspended shall commence upon the effective date of the suspension and shall continue through the next two (2) full school years.

Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided.

6. No new teacher will be employed while there are teachers on the recall list who are qualified in the teaching area in which a vacancy exists.

When a vacancy occurs, the Board shall send a certified announcement to the last known address of teachers on the recall list who are qualified to fill the vacancy. It is the teacher's responsibility to keep the Board informed of his/her current address. Any teacher who fails to respond in writing to the Superintendent's office within ten (10) business days, or declines a full-time position, shall forfeit all recall rights.

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

7. The Administration will provide letters of recommendation for teachers affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the teacher.

The personnel records and all references of teachers laid off as part of a reduction in force shall clearly indicate that such was due to a reduction in force and was not due to unsatisfactory performance.

S. ENTRY YEAR PROGRAM

The Board will continue to use the services of the North Central Ohio Educational Service Center in providing an Entry Year Program. If such services are discontinued for any reason, the Board will either contract with the NCOESC for such services or bargain with the Association on how continuation of such a program will be implemented.

T. SAFETY AND HEALTH

1. Before exercising any right under Section 4167.06 of the Ohio Revised Code, an employee must contact his/her principal or the Superintendent and review all relevant facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement.

Before providing notice pursuant to Section 4167.06(B) of the Revised Code, the employee must exhaust the procedure set forth in paragraph 3 of this Section.

2. An employee who wishes to assert a claim of discrimination as defined in Section 4167.13 of the Revised Code shall use the following procedure to assert such a claim which procedure shall be the exclusive means to assert such claim, to the exclusion of a lawsuit or any other means of challenge.
3. The parties mutually wish to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Association nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations under Section 4167.10 of the Revised Code until the following procedure has been exhausted:
 - a. An employee or Association representative shall first bring an alleged health or safety violation to the attention of the affected employee's principal, within two (2) work days of the occurrence of the alleged violation.
 - b. If the principal does not resolve the alleged violation to the employee's satisfaction, the employee or Association representative may file a formal complaint with the Superintendent within two (2) work days after the conference with the principal. The Superintendent will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Superintendent (or his designee) will meet with the employee or association representative in an attempt to resolve the alleged violation. The Superintendent will promptly respond to the complaint after this meeting.

U. RELEASE TIME FOR SPECIAL EDUCATION TEACHERS

Each Board employed special education teacher, including speech therapist, will receive two (2) days (prorated in the case of a regular part-time employee) of release time per school year for the purpose of developing Individual Education Plans and holding parent conferences. The building principal shall approve the requested day at least one (1) week in advance.

V. STUDENT MEDICATIONS

No teacher shall be required without appropriate training to administer any drugs or other medications to students or to perform any medically invasive procedure with respect to students. The Board will shield and hold the teacher harmless from liability for any act under this provision that does not constitute willful or wanton misconduct.

W. PERSONNEL FILES

1. One (1) personnel file shall be maintained for each employee in the District's central administrative office. Anonymous material will not be placed in the file.
2. An employee may review the contents of his/her personnel file at reasonable times, and upon reasonable notice, and may be accompanied by an Association representative. Access by all others shall be in accordance with applicable law.
3. An employee may submit written comments of reasonable length with respect to any information appearing in his/her file. Such comments must be submitted within ten (10) calendar days of when the employee becomes aware of or should have become aware of the existence of the information. The comments will be included with such information and maintained in the file.
4. The personnel file may be reviewed only within the confines of the District's central administrative office.

X. CRIMINAL BACKGROUND CHECKS

The Board will furnish, at no cost to the employee and not more than once every five (5) years, the criminal background check required by federal and/or Ohio law. If the employee elects to have the check performed elsewhere, the employee will be responsible for the cost.

ARTICLE VI – ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. USE OF SCHOOL FACILITIES

1. Brief Association announcements and reports may be made as a part of the regular faculty meetings.
2. The Association may use the school mail for distribution of Association materials.
3. The Association may use school facilities and equipment upon notification of the administrator in charge of such building. Use of such facilities and equipment shall be allowed as long as it does not interfere with normal school use or previously authorized use. The Association will pay the cost of all supplies used and will accept financial liability for damage caused to equipment as a direct result of association usage.

B. NEW TEACHER ORIENTATION

The Association shall have a place on the agenda of any new teacher orientation program.

C. REPRESENTATION

The Board will provide the right for all Association members to have an Association representative present in handling any and all teacher/administration interactions at the teacher's request. It is understood that this is to be done with a minimum amount of classroom interruption.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

Dues for membership in the Association, OEA, NEA, and NWOEA shall be deducted from an employee's pay as authorized in writing by the employee. The deductions shall be made from twenty (20) consecutive pays beginning in November. Authorization for such deductions shall be submitted to the Treasurer no later than October 15. The deducted dues shall be forwarded to the Association Treasurer.

E. BOARD MEETINGS

1. The Association President shall receive in advance a copy of the agenda for each Board meeting. Such agenda shall be provided to the Association President at the same time it is sent to the Board.

In addition, a copy of any financial documents which are routinely prepared for the Board shall be given to the Association President.

2. The Association President or a designee shall be given an opportunity at each board meeting to make comments on behalf of the teaching staff.
3. A copy of the minutes of each Board meeting shall be given to the Association President.

F. INTERNAL SERVICES COMMITTEE

1. There shall be a regular meeting schedule between the Superintendent and/or his designee and the Association Internal Services Committee (to be composed of no more than four members) to begin fifteen (15) minutes after the end of the school day on the fourth Monday of each month for the purpose of discussing problems which may be presented by either party. The Superintendent may, at his option, request one or more principals to attend such meeting.
2. The Chairperson of the Internal Services Committee will prepare an agenda for the monthly meeting which will be presented to the Superintendent one week prior to the meeting, or if the Superintendent has items for an agenda he/she will present the agenda to the Chairperson of the Internal Services Committee one week prior to the meetings. This procedure allows ample time for study, research and response.
3. In the event that there are no items for an agenda by either party, the Chairperson and the Superintendent may, by mutual consent, either cancel the meeting for that month or reschedule it for another time. Additional items may be added at each meeting by mutual consent.

ARTICLE VII – EMPLOYMENT OF STRS RETIREES

- A. This Article governs the terms and conditions of employment of any superannuate or “other system retiree” (as those terms are statutorily defined for purposes of Section 3307.35 of the Ohio Revised Code) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A, paragraph 1 of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For placement purposes on the teachers’ salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than ten (10) years of vertical credit. It is further understood that, during any such time as the employee participates in Board-provided medical and prescription drug insurance benefits by reason of the operation of Paragraph 6 below, the employee will receive three (3) years of vertical credit.
 2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 3. Neither the evaluation procedures resulting from Article V, Section H of this Agreement nor the procedures appearing in Section 3319.111 of the Ohio Revised Code shall apply to the employee. The Board may choose to evaluate the employee, but is not required to do so. Any limited contract received under paragraph 2 above will automatically nonrenew. The procedures appearing in Section 3319.11 of the Ohio Revised Code, including the post-nonrenewal procedures appearing in Section 3319.11(G), shall not apply to any such contract nonrenewal.
 4. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
 5. Notwithstanding Article III, Section D of this Agreement and Section 3319.141 of the Ohio Revised Code, the maximum accumulated sick leave for such an employee is thirty (30) days.
 6. The employee is not eligible to participate in any insurance fringe benefits offered under Article IV, Section H of this Agreement, unless the employee is precluded under STRS policy from obtaining benefits through STRS.
 7. The employee will in no event qualify for sabbatical leave under Article III, Section G, for benefits under Article IV, Section J, or for severance pay under Article IV, Section G of this Agreement.

- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE VIII – OTHER PROVISIONS

A. PROVISIONS CONTRARY TO LAW

If any provision of this Agreement or any application of this Agreement to any employee shall be found contrary to law, such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

B. AMENDMENTS

This Agreement may be amended by mutual written agreement ratified and signed by both parties. This provision is not intended to preclude any mutually agreed to Memorandum(s) of Understanding that may be executed by the Superintendent and Association President without ratification by parties' respective constituents.

C. ACCOMMODATING THE DISABLED

Notwithstanding any other provision of this Agreement, the Board shall have the right to take any action deemed necessary to comply with requirements of the Americans with Disabilities Act or other Federal or Ohio laws pertaining to the accommodation of those who are disabled. Prior to any action being taken that deviates from any provision of this Agreement, the Superintendent will notify the Association President of any planned action. The Association will have a right to submit an alternate solution if one exists.

D. IMPACT BARGAINING

This procedure shall apply to impact bargaining in lieu of Article I of this Agreement or Section 4117.14 of the Ohio Revised Code. If during the term of this Agreement, bargaining is required by Chapter 4117 of the Ohio Revised Code, the parties shall meet and bargain at the written request of either party. As used in this procedure, working days means regularly scheduled work days during the work year and Monday through Friday exclusive of holidays during the summer recess.

If the Board proposes a change in the terms and conditions of employment, it shall through the Superintendent, notify the Association President in writing of the intended change. If the Association wishes to negotiate the change in terms and conditions, the President shall notify the Superintendent within ten (10) working days of receipt of the Board's notification. If the Association fails to notify the Superintendent within ten (10) working days, the Board may implement the change in terms and conditions of employment without negotiations eleven (11) working days after the notification has been received by the Association

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President. A Memorandum of Understanding shall be drawn up and signed by both parties and attached to this Agreement to indicate the change.

If the Association requests negotiations, an initial meeting shall be scheduled within five (5) working days of the request to negotiate. If the parties are unable to reach agreement on the issue(s) within ten (10) working days of the first session, a mediator shall be requested from the Federal Mediation and Conciliation Service. In case of an emergency, the parties shall mutually agree on an expedited procedure and agreement shall not be unreasonably withheld.

If mediation does not resolve the bargaining impasse within ten (10) working days of the first mediation session, unless extended by mutual agreement, the Board may act to implement its last position and if the Board implements the Association may act to strike in accordance with Chapter 4117 of the Ohio Revised Code.

E. ENTIRE AGREEMENT

This Agreement supersedes all previous written contracts and conflicting oral understandings.

F. TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2011, through June 30, 2014.

2012 NOV 13 P 4:24
STATE EMPLOYMENT
RELATIONS BOARD

CAREY EDUCATION ASSOCIATION

BOARD OF EDUCATION OF THE CAREY
EXEMPTED VILLAGE SCHOOL
DISTRICT

Tim J. Mulholland
President

Ben K. Will, Board President
President

Dee J. Steen
Negotiator

Karen Phillips, Treasurer
Negotiator

Donald Jones
Negotiator

Mr. V. V. Superintendent
Negotiator

**CAREY EXEMPTED VILLAGE SCHOOL
SALARY SCHEDULE AND INDEX – 2011-12**

S	BA	B		A
□	30,407 1.00000	32,840 1.08000	34,968 1.15000	37,097 1.22000
□	31,623 1.04000	34,208 1.12500	36,488 1.20000	38,617 1.27000
□	32,840 1.08000	35,576 1.17000	38,009 1.25000	40,137 1.32000
□	34,056 1.12000	36,945 1.21500	39,529 1.30000	41,658 1.37000
□	35,272 1.16000	38,313 1.26000	41,049 1.35000	43,178 1.42000
□	36,488 1.20000	39,681 1.30500	42,570 1.40000	44,698 1.47000
□	37,705 1.24000	41,049 1.35000	44,090 1.45000	46,219 1.52000
□	38,921 1.28000	42,418 1.39500	45,611 1.50000	47,739 1.57000
□	40,137 1.32000	43,786 1.44000	47,131 1.55000	49,259 1.62000
□	41,354 1.36000	45,154 1.48500	48,651 1.60000	50,780 1.67000
□□	42,570 1.40000	46,523 1.53000	50,172 1.65000	52,300 1.72000
□□	43,786 1.44000	47,891 1.57500	51,692 1.70000	53,820 1.77000
□□	45,002 1.48000	49,259 1.62000	53,212 1.75000	55,341 1.82000
□□	46,219 1.52000	50,628 1.66500	54,733 1.80000	56,861 1.87000
□□	47,435 1.56000	51,996 1.71000	56,253 1.85000	58,381 1.92000
□□	48,651 1.60000	53,364 1.75500	57,773 1.90000	59,902 1.97000

CAREY EXEMPTED VILLAGE SCHOOL SALARY SCHEDULE AND INDEX – 2012-2013

S	BA	B		A
□	30,711 1.00000	33,168 1.08000	35,318 1.15000	37,467 1.22000
□	31,939 1.04000	34,550 1.12500	36,853 1.20000	39,003 1.27000
□	33,168 1.08000	35,932 1.17000	38,389 1.25000	40,539 1.32000
□	34,396 1.12000	37,314 1.21500	39,924 1.30000	42,074 1.37000
□	35,625 1.16000	38,696 1.26000	41,460 1.35000	43,610 1.42000
□	36,853 1.20000	40,078 1.30500	42,995 1.40000	45,145 1.47000
□	38,082 1.24000	41,460 1.35000	44,531 1.45000	46,681 1.52000
□	39,310 1.28000	42,842 1.39500	46,067 1.50000	48,216 1.57000
□	40,539 1.32000	44,224 1.44000	47,602 1.55000	49,752 1.62000
□	41,767 1.36000	45,606 1.48500	49,138 1.60000	51,287 1.67000
□□	42,995 1.40000	46,988 1.53000	50,673 1.65000	52,823 1.72000
□□	44,224 1.44000	48,370 1.57500	52,209 1.70000	54,358 1.77000
□□	45,452 1.48000	49,752 1.62000	53,744 1.75000	55,894 1.82000
□□	46,681 1.52000	51,134 1.66500	55,280 1.80000	57,430 1.87000
□□	47,909 1.56000	52,516 1.71000	56,815 1.85000	58,965 1.92000
□□	49,138 1.60000	53,898 1.75500	58,351 1.90000	60,501 1.97000

**CAREY EXEMPTED VILLAGE SCHOOL
SALARY SCHEDULE AND INDEX – 2013-14**

S □□□	BA	B □□□□	□ □□□□□	□ A □□□
□	31,018 1.00000	33,499 1.08000	35,671 1.15000	37,842 1.22000
□	32,259 1.04000	34,895 1.12500	37,222 1.20000	39,393 1.27000
□	33,499 1.08000	36,291 1.17000	38,773 1.25000	40,944 1.32000
□	34,740 1.12000	37,687 1.21500	40,323 1.30000	42,495 1.37000
□	35,981 1.16000	39,083 1.26000	41,874 1.35000	44,046 1.42000
□	37,222 1.20000	40,478 1.30500	43,425 1.40000	45,596 1.47000
□	38,462 1.24000	41,874 1.35000	44,976 1.45000	47,147 1.52000
□	39,703 1.28000	43,270 1.39500	46,527 1.50000	48,698 1.57000
□	40,944 1.32000	44,666 1.44000	48,078 1.55000	50,249 1.62000
□	42,184 1.36000	46,062 1.48500	49,629 1.60000	51,800 1.67000
□□	43,425 1.40000	47,458 1.53000	51,180 1.65000	53,351 1.72000
□□	44,666 1.44000	48,853 1.57500	52,731 1.70000	54,902 1.77000
□□	45,907 1.48000	50,249 1.62000	54,282 1.75000	56,453 1.82000
□□	47,147 1.52000	51,645 1.66500	55,832 1.80000	58,004 1.87000
□□	48,388 1.56000	53,041 1.71000	57,383 1.85000	59,555 1.92000
□□	49,629 1.60000	54,437 1.75500	58,934 1.90000	61,105 1.97000

EXTRA CURRICULAR PAID SCHEDULE

The percentage indicated for each position is to be multiplied by the starting salary in effect on the Teachers' Salary Schedule.

ACTIVITY		YEARS OF EXPERIENCE				
		0	1	2	3	5
I.	Clubs					
A.	Drama Advisor	1.75	2.25	2.75	3.25	3.75
B.	Foreign Language Advisor(s)	1.75	2.25	2.75	3.25	3.75
C.	Student Council Advisor	3.0	3.5	4.0	4.5	5.0
D.	Honor Society Advisor	.5	1.0	1.5	2.0	2.5
E.	Jr. Honor Society Advisor	.5	1.0	1.5	2.0	2.5
F.	Art Club Advisor	1.75	2.25	2.75	3.25	3.75
G.	Elementary Student Council	1.75	2.25	2.75	3.25	3.75
II.	Drama Productions					
A.	All School/Musical Play Director	8.0	9.0	10.0	11.0	12.0
B.	All School Musical					
	1. Music Directors					
	a. Singing	3.0	3.5	4.0	4.5	5.0
	b. Orchestra	2.0	2.5	3.0	3.5	4.0
C.	Drama Business Manager	1.0	1.5	2.0	2.5	3.0
III.	Activities Coordinators					
A.	Class Advisors and Prom					
	1. Chairman of Prom	4.5	5.0	5.5	6.0	6.5
	2. Freshman Class Advisor	3.0	3.5	4.0	4.5	5.0
	3. Sophomore Class Advisor	3.0	3.5	4.0	4.5	5.0
	4. Junior Class Advisor	3.0	3.5	4.0	4.5	5.0
	5. Senior Class Advisor	3.0	3.5	4.0	4.5	5.0
B.	Concession Stand Fall	3.5	4.0	4.5	5.0	5.5
	Concession Stand Winter	5.5	6.0	6.5	7.0	7.5
C.	Computer Coordinator	3.0	3.5	4.0	4.5	5.0
D.	Homecoming Coordinator	2.0	2.5	3.0	3.5	4.0
E.	Core Team (per person)	1.75	2.25	2.75	3.25	3.75

ACTIVITY		YEARS OF EXPERIENCE				
		0	1	2	3	5
F.	Jr. Quiz Bowl	1.25	1.5	2.0	2.5	3.0
G.	Sr. Quiz Bowl	1.25	1.5	2.0	2.5	3.0
IV.	Printed Materials Coordinators					
A.	Annual-Caryatid	8.0	9.0	10.0	11.0	12.0
B.	AV Software w/Catalogue	3.0	3.5	4.0	4.5	5.0
C.	District Educ. Equipment Inventory	3.0	3.5	4.0	4.5	5.0
V.						
A.	Photographer	1.5	2.0	2.5	3.0	3.5
B.	Senior Video	3.5	4.0	4.5	5.0	5.5
VI.	Music Presentations					
A.	Band Director	9.5	10.0	10.5	11.0	11.5
B.	Assistant Band Director	4.0	4.5	5.0	5.5	6.0
C.	Auxiliary Advisor	2.0	2.5	3.0	3.5	4.0
D.	Vocal Music-Elementary	4.25	4.75	5.25	5.75	6.25
E.	Vocal Music-High School	4.25	4.75	5.25	5.75	6.25
F.	Summer Band (lessons and camp)	9.5	10.0	10.5	11.0	11.5
VII.	Sports					
A.	Athletic Director (not an Administrator)	13.0	13.5	14.0	14.5	15.0
B.	Basketball					
	1. Head Boys'	14.0	15.0	16.0	17.0	18.0
	2. Head Girls'	14.0	15.0	16.0	17.0	18.0
	3. Assistant Boys'	8.5	9.0	10.0	11.0	12.0
	4. Assistant Girls'	8.5	9.0	10.0	11.0	12.0
	5. Ninth Grade Boys'	6.0	7.0	8.0	9.0	10.0
	6. Ninth Grade Girls'	6.0	7.0	8.0	9.0	10.0
	7. Seventh Grade Boys'	6.0	7.0	8.0	9.0	10.0
	8. Eighth Grade Boys'	6.0	7.0	8.0	9.0	10.0
	9. Seventh Grade Girls'	6.0	7.0	8.0	9.0	10.0
	10. Eighth Grade Girls'	6.0	7.0	8.0	9.0	10.0
C.	Baseball					
	1. Head Boys'	8.0	8.5	9.5	10.5	11.5
	2. Assistant	5.0	6.0	6.5	7.0	8.0

Grievance # _____

GRIEVANCE FORM

NAME OF GRIEVANT	BUILDING	DATE FILED
------------------	----------	------------

A. Date cause of grievance occurred _____

B. Specific Article(s) of Master Agreement allegedly violated, misinterpreted, and/or misapplied _____

C. Statement of Grievance _____

D. Relief Sought _____

DATE	SIGNATURE OF GRIEVANT
------	-----------------------

STEP 1

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERVISOR _____

SIGNATURE DATE

STEP 2

RECEIVED BY _____ DATE _____

DISPOSITION OF SUPERINTENDENT _____

SIGNATURE DATE

STEP 3

RECEIVED BY _____ DATE _____

DISPOSITION OF BOARD _____

SIGNATURE/DATE

Carey Exempted Village School
Performance Observation Report

Name of Employee _____ School _____

Date of Observation _____ Time of Observation _____

Subject/Class Observed _____

Rating Scale:

S – Satisfactory

U – Unsatisfactory

N – Not applicable or not observed

I. Planning and Organization such as

- _____A. Knowledge of subject
- _____B. Lesson plan implement course of study
- _____C. Effective use of time
- _____D. Effective use of available material
- _____E. Effective use of classroom

II. Teaching Methods such as

- _____A. Student-teacher relationship
- _____B. Student activities/assignments identified
- _____C. Provisions made for individual differences
- _____D. Appropriate discipline
- _____E. Evaluation of student progress
- _____F. Student participation encouraged

III. Personal Traits of the teacher such as

- _____A. English usage and vocabulary
- _____B. Voice control
- _____C. Enthusiasm for job
- _____D. Punctuality

Nothing herein prohibits the evaluator from referring to day-to-day observations and incidents which occur outside of the classroom visit yet within the educational setting.

AREAS OF STRENGTH OBSERVED

AREAS OF WEAKNESS OBSERVED

RECOMMENDATIONS FOR IMPROVEMENT

IMPROVEMENTS NOTED

Signature of Evaluator _____ Date _____

Signature of Employee _____ Date _____

Note to Employee: Your signature denotes that you have received a copy of this report and have had an opportunity to discuss it with your principal or Superintendent. If you believe that any portion is not accurate, you have ten (10) school days to state your concern in writing to the evaluator and such statement shall be attached to the observation report.

1. PRINCIPAL'S EMPLOYMENT RECOMMENDATION for next year (if applicable).

_____limited contract

_____continuing contract

_____non-renewal

Signature of Evaluator _____ Date _____

Signature of Employee _____ Date _____

Mutually Devised Performance and Instructional Goals for upcoming school year
(not to exceed three goals):

Signature of Evaluator _____ Date _____

Signature of Employee _____ Date _____