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MASTER CONTRACT

CLINTON-MASSIE EDUCATION ASSOCIATION

AND THE

CLINTON-MASSIE BOARD OF EDUCATION

AUGUST 1, 2012 THROUGH JULY 31, 2014

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ARTICLE 1 – RECOGNITION

- A. The Clinton-Massie Local School District Board of Education, hereinafter referred to as the Board, recognizes the Clinton-Massie Education Association, affiliated with the Ohio Education Association and the National Education Association, hereinafter referred to as the Association, as the sole and exclusive agent representing the bargaining unit. The bargaining unit shall be defined as all certificated employees employed by the Board to teach a full school year, excluding all LD tutors, substitute teachers, unless CMEA members, psychologist, and excluding all full-time administrative staff and/or supervisory employees who have the administrative authority to employ, evaluate, transfer, assign, discipline or discharge members of this bargaining unit.
- B. The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education in the Clinton Massie School District and as the employer of all personnel of the district under state law. The Association further recognizes that the Board has the sole responsibility for the management and control of all the public schools of whatever name or character in the district and is specifically delegated with the responsibility of making the rules and regulations by which the district will be governed as provided by Section 3313.20 and 3313.47 of the *Ohio Revised Code*. The Association further recognizes that the Board has the sole and exclusive authority in all matters concerning supervision, evaluation, suspension, discipline, demotion, layoff, transfer and/or assignment, termination and hiring of all members of the bargaining unit, except to the extent expressly limited by this agreement.
- C. Definitions
1. Day means calendar days unless otherwise indicated.
 2. Good Faith – the obligation of the parties to bargain with each other for the purpose of reaching an agreement on matters which are negotiable by law. All parties are obliged to deal openly and fairly with each other. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons and offer counterproposals. Such obligation shall not require either party to change their proposal on any matter being negotiated.
 3. Party – when used shall mean the Association and the Board.
 4. The term “teacher” or “bargaining unit member” shall be used to refer to the members of the bargaining unit.
 5. Seniority – the number of continuous years of district service in a bargaining unit position commencing with the most recent date of employment with the Board. Approved leaves of absence shall not count as years of service, but shall not constitute a break in service.

- a. Members shall accrue one (1) year of seniority for each one hundred twenty (120) days worked in a school year.
- b. If seniority is equal to two or more members, the following shall be used when there is a need to break the tie:
 - (1) The date of the Board meeting at which the member was hired; and then by;
 - (2) The date the member signed his/her initial contract with the Board; and then by;
 - (3) Broken by lot.

ARTICLE 2 – NEGOTIATIONS PROCEDURE

A. Proof of Association Representation

The Board agrees to negotiate with and recognize the Association as the sole and exclusive bargaining agent for the bargaining unit as previously defined as long as it represents a majority of the bargaining unit as previously defined. Upon written request of the Board, which request shall not be made more than once in any one calendar year, the Association shall verify in writing that it represents a majority of the certificated employees as defined herein and provide proof of that fact by presenting a copy of its active membership roles indicating representation of more than fifty percent (50%) of the certificated staff as defined herein, to a representative designated by the Board. The Board will not make this request if dues check-off verified majority representation. The Board's request may be made between September 15 and September 30 of each year. The Association shall comply with said request within seven (7) calendar days of this receipt of same.

If, during the life of this contract, the Association fails to represent more than fifty percent (50%) of the certificated staff as defined herein, the recognition of the Clinton-Massie Education Association as the exclusive bargaining agent for the certificated staff shall be terminated and this contract shall be immediately null and void, unless otherwise determined by ORC 4117 and/or the State Employment Relations Board.

B. Initiating Negotiations

1. All requests for the initiation of negotiations shall be made by April 30. The request initiated by the Association shall be directed to the Superintendent; the request initiated by the Board shall be directed to the President of the Association or the designated chairperson. The written request for negotiations shall include:
 - a. Date of letter
 - b. Statement of matters to be discussed.

C. Negotiation Sessions

1. The parties first bargaining session shall be scheduled within fifteen (15) days after the request to initiate negotiations. A time, place and date for the next session shall be established before concluding the first and each successive negotiation session.
2. At the first session, the Association and Board shall simultaneously exchange proposals. Subsequently, no new proposals shall be presented by either party unless otherwise mutually agreed.
3. All proposals and counterproposals shall be in writing, unless otherwise mutually agreed.

D. Negotiation Teams

1. Each team may be made up of a maximum of three (3) people. Each team shall designate a chairperson.
2. Each party may have no more than two (2) people to act as observers. The observers shall not participate in the negotiation discussions unless otherwise mutually agreed.
3. Both teams have the authority to negotiate.

E. Information

The designated representatives of the Board and the Association shall make available to each other, upon written request within ten (10) days, all available public information pertinent to negotiation.

F. Caucuses

Either group shall have the right to recess for independent caucus at any time. Each caucus shall be limited to one-half (1/2) hour unless otherwise mutually agreed.

G. Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. Such initialing shall not be considered binding or as a final agreement by the parties and it is expressly understood by the parties that the tentative agreement reached on any items may be withdrawn by either party at any time during the negotiations process.

H. Agreement

When an agreement is reached by the teams, that agreement shall be reduced to writing and signed by the chairperson of each team. Within ten (10) days of the final bargaining session, the Association shall vote on the tentative agreement.

Prior to such ratification vote, the content of the tentative agreement shall be kept exclusively between the parties and each party's constituents. The results of the ratification vote by the Association's membership shall be communicated to the Board in writing by the President or designee of the Association. The Board shall vote on the tentative agreement within ten (10) days of receipt of written notification that the Association has ratified. The Board President shall notify in writing the Board's decision to the Association President.

All provisions of this agreement shall pertain equally to all teachers.

I. Impasse

In the event that agreement cannot be obtained on all issues being negotiated within forty-five (45) days of the first bargaining session, either party may declare that an impasse exists anytime thereafter. The parties may mutually agree to withdraw any negotiation issues and submit them to ratification procedures described herein.

If an impasse is declared, the spokesperson for the team shall contact the Federal Mediation and Conciliation Service and request the appointment of a mediator. If the settlement is not reached within thirty (30) days of the first bargaining session with the mediator present, the impasse procedures of this contract shall be deemed to have been completed and an impasse shall exist. Once the impasse procedures of this contract have been completed, either party may exercise the rights available to them under 4117 O.R.C.

It is agreed that this impasse procedure is an alternative dispute resolution procedure replacing the statutory dispute resolution procedure in 4117 O.R.C.

J. Interest Based Bargaining is preferred as an alternate to the previously mentioned process if mutually agreed upon by both parties.

ARTICLE 3 – RENEGOTIATIONS

Negotiations on a successor agreement shall begin between April 15 and April 30, or at a time mutually agreeable to the parties, on the year the agreement expires. Negotiations shall be conducted in accordance to procedural agreement, Article 2, Negotiations Procedure. Negotiable items shall be wages, hours, terms and other conditions and the continuation, modification or deletion of an existing provision of this agreement.

ARTICLE 4 – PROVISIONS CONTRARY TO LAW

A. This contract supersedes and prevails over all conflicting statutes of the state of Ohio except as specifically set forth in Section 4117.10(A) of the *Ohio Revised Code*.

- B. If any provision and/or application of this agreement is held to be unlawful by a court of law having proper jurisdiction or by state or federal legislation, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all the provisions or applications otherwise not affected will continue in full force and effect. The parties shall meet within ten (10) days after final determination to negotiate the unlawful provision and bring it into compliance with the law. If the parties fail to reach an agreement over the affected provisions, the parties shall utilize the dispute resolution procedures specified in Article 2 – Negotiations Procedure.

ARTICLE 5 – GRIEVANCE PROCEDURE

A. Definition of Grievance

1. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this contract.
2. A grievant shall be defined as a teacher(s) who has allegedly been harmed by the alleged violation, misinterpretation or misapplication of this contract. If the grievance impacts the bargaining unit, the Association may be the grievant, providing at least one teacher signs the written grievance.
3. Days shall mean actual Board Office business days. The timelines during the teacher work year shall be a maximum. During the summer the timelines shall be a guideline and timelines shall be extended at the request of any party involved in the grievance because of the party's unavailability.
4. Any grievance which is not within the authority of the principal may be initially filed at Step Two.

B. Grievance Procedure

1. Informal Step

When an employee becomes aware of the act on which a grievance is to be based, the employee will discuss the grievance with the employee's immediate supervisor. If the grievance is to be filed with the grievant's immediate supervisor, there should be an attempt to resolve the grievance informally. The grievant may be accompanied by a member of the local Association.

If the grievance is not resolved during the informal step, or in the event the informal step is not utilized, the Association may, within fifteen (15) days of the act or the grievant's awareness of the act giving rise to the grievance, file a written grievance with the appropriate supervisor, using the appropriate grievance form in this document. Failure to file written grievance within this time shall constitute as a waiver of the grievance. The grievant may be accompanied by a member of the local Association.

2. Step One:

The appropriate supervisor shall arrange and hold a hearing within five (5) days of receipt of the grievance. The Association, grievant and Employer may present evidence to sustain their positions.

Within five (5) days of the conclusion of the hearing, the appropriate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the appropriate supervisor's response, the Association may file a written form to proceed to Step Two. The grievant may be accompanied by a member of the local Association.

3. Step Two:

Within five (5) days of the filing of the form, the superintendent or his/her designee, shall arrange and conduct a hearing in the same manner and for the same purpose as set forth in Step One.

Within five (5) days after the hearing, the superintendent or his/her designee shall provide a written response to the Association President and grievant, using the appropriate grievance form in this document. The grievant may be accompanied by a member of the local Association or an OEA Representative.

4. Step Three:

Within five (5) days after receipt of the Step Two response, the parties may mutually agree to submit the matter to mediation.

5. Step Four:

Within five (5) days of:

- a. receipt of the Step Two response;
- b. the first date that the Step Two supervisor fails to file a timely response; or
- c. the date upon which mediation pursuant to Step Three is not agreed upon or successful,

the Association may notify the employer of its intent to proceed to arbitration. If the Association timely notifies the employer of its intent to proceed to arbitration, it must initiate such arbitration with the American Arbitration Association within twenty (20) days of the date it notified the Employer of its intent to proceed to arbitration. The failure to timely initiate such arbitration shall constitute a waiver of the grievance. The Association and/or grievant may not raise any claims at arbitration that were not raised during the previous levels of the grievance procedure.

C. SELECTION OF THE ARBITRATOR

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the Voluntary Rules and Regulations of the American Arbitration Association.

D. AUTHORITY OF THE ARBITRATOR

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Contract nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Employer, the grievant, and the Association.

E. COSTS OF ARBITRATION

The costs for the arbitrator and the hearing room shall be shared equally by the Employer and the Association.

F. MISCELLANEOUS

1. All communications regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Employer shall provide the Association with copies of all communications.
2. Written receipt by the Employer shall be construed to be the delivery date to the appropriate supervisor's office.
3. Written receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties attend hearing with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
7. A grievance may be withdrawn by the Association at any time without prejudice.

ARTICLE 6 – ASSOCIATION RIGHTS

- A. The President of the Association or designee may visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made upon notification to the building principal. In no event shall such visits interfere with or interrupt normal school operation and must be before and after school hours.
- B. The Association shall be provided bulletin board space in each building for the posting of notices and other materials related to Association activities.
- C. The Association shall be permitted to transact Association business on school property at reasonable times with the approval of the principal, without charge, except necessary charges incurred as a result of the meeting, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association shall have the use of teachers' mailboxes.
- E. The President or his/her designee shall be provided with Board meeting agendas, full and complete minutes of Board meetings, and full and complete monthly Treasurer's reports. The packet will be placed in the President or his/her designee's mailbox when it is made available to the Board.
- F. The Association shall have the right to ten (10) copies of the Board policy at CMEA expense.
- G. The Association shall be provided time on the agenda, for a maximum of thirty (30) minutes, on the first day teacher's meeting. This time shall be at the end of the meeting, unless otherwise mutually agreed.

ARTICLE 7 – SICK LEAVE

- A. Definition – Sick leave may be used for absence due to doctor's appointment, 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. The term 'immediate family' is defined as spouse, natural, adopted and stepchildren, parents, brother, sister, grandparents, grandchildren, in-laws or relatives residing in the same household.
- B. Each teacher shall be granted one and one-fourth (1-1/4) days per month for each year, for a total of fifteen (15) days, following employment. Accumulation of sick leave shall be unlimited.
- C. If a teacher is absent for reasons covered by sick leave before he/she has had sufficient time to accumulate sick leave balance, in an effort to avoid salary deduction, the following policy will prevail:
 - 1. A deficit of not more than fifteen (15) days may be borrowed against anticipated accumulative sick leave.

2. If a teacher's employment is ended for any reason while he/she still has a sick leave debt, a deduction will be made from the final paycheck. If there is still a balance due on the debt after the deduction from the final paycheck, the balance shall be immediately due and payable to the Board by the teacher.
- D. Any teacher who exhausts his/her sick leave while on leave with extended illness will receive an advancement as specified in (C) above, upon request.
- E. Sick leave will be deducted in multiples of one half (½) day, based upon the individual teacher's workday.
- F. Sick leave days shall not be used for seeking other employment, rendering services or working either with or without remuneration for themselves or for anyone else, for religious purposes, for unauthorized meetings, conventions or workshops, for fishing, hunting, vacation or other recreational activities.
- G. The Superintendent or principal may request certification by a licensed doctor when there are consecutive absences or there is a concern of sick leave misuse. Misuse of sick leave shall result in deduction of the teacher's per diem rate of pay, and may be grounds for discipline, up to and including termination from employment under Ohio Revised Code 3319.081 and 3319.16.
- H. Any teacher who uses three (3) days or less of combined personal and sick leave per school year shall receive with the second paycheck following the last day of school the amount specified below. Such check will be in recognition of good attendance.
- | | | |
|--|---|-------|
| 0 days of combined personal and sick leave use | - | \$300 |
| 1 day of combined personal and sick leave use | - | \$250 |
| 2 days of combined personal and sick leave use | - | \$200 |
| 3 days of combined personal and sick leave use | - | \$150 |

ARTICLE 8 – SICK LEAVE DONATION PROGRAM

- A. A bargaining unit member that has exhausted all of his/her sick leave may apply to the Sick Leave Donation Committee for a donation of sick leave. The application must include a physician's statement indicating the nature of the illness or injury, diagnosis and prognosis, and the projected date of return to work.

Upon receipt of the application, the SLD Committee shall notify all bargaining unit members that there has been a request for sick leave and the name of the individual requesting sick leave. The requesting member may only be granted a total of up to thirty (30) days for the first application. If those days are exhausted, the bargaining unit member may make one additional application for up to another thirty (30) days.

Upon receiving notification of the application for a sick leave donation, each bargaining unit member may donate up to five (5) days of sick leave to a pool that will be credited to the requesting member. A total of thirty (30) days may be donated for each

application. If the SLD Committee receives donations of more than thirty (30) days, the SLD Committee shall allocate the donations among each donating bargaining unit member, e.g., if ten (10) people donate five (5) days each, each member will only be charged with a donation of three (3) days. Upon finalization of the identity of the donors and the number of days each donor is donating, the SLD Committee will notify the Treasurer, in writing, of the name of each donor, how many days they are donating, and the name of the person to whom the days should be credited. Upon receipt of this information, the Treasurer shall verify that each donor has the requisite number of days to their credit, and if so, deduct those days from the donor and credit thirty (30) days to the account of the requesting member.

- B. The requesting member may make one additional application to the SLD Committee for a sick leave donation upon the exhaustion of the days donated from the initial application. Under no circumstance will a bargaining unit member be entitled to more than sixty (60) days in any school year. If the additional application is made, the procedure set forth in paragraph A shall apply.
- C. Application for a sick leave donation may only be made for catastrophic illness or injury. Catastrophic illness or injury is defined as an illness or injury that is "unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight."
- D. If a bargaining unit member applies for, and is granted a donation of sick leave days, the days shall be paid at the per diem rate of the recipient of the sick leave. Any days donated and not used by the recipient shall not be returned to the donor.
- E. The SLD Committee shall be made up of three (3) Association members, appointed by the Association President. The SLD Committee shall be administered and operated by the Association.
- F. Days donated to the SLD program will not be counted against a member's eligibility for recognition of good attendance as described in Article 7,(H).
- G. This provision shall not be subject to the grievance procedure.

ARTICLE 9 – PERSONAL LEAVE DAYS

- A. A teacher is permitted three (3) personal leave days each school year which can be taken in one half ($\frac{1}{2}$) day increments. Time used up to 3 hours and 45 minutes will be considered a one half ($\frac{1}{2}$) day. Time used in excess of 3 hours and 45 minutes will be considered a full day. The use of personal leave is unrestricted. Personal leave shall not be used to extend a scheduled school holiday or a scheduled school vacation, or in the first or final week of school, except in the case of emergency and/or special situations with the prior approval of the Superintendent.

- B. Request of personal leave will be submitted to the principal at least three (3) days in advance of the requested date. Reasons for the personal leave shall be noted on the form. The three (3) day limitation may be waived in the event of a confirmed emergency. In such cases, the appropriate form shall be completed upon return from the leave.
- C. Misuse of personal leave shall result in deduction of the teacher's per diem rate of pay.
- D. Personal leave days which are not utilized during the school year shall be converted to sick leave days. Teachers shall be notified of the conversion with the first paycheck in July.

Any teacher who uses three (3) days or less of combined personal and sick leave per school year shall receive with the second paycheck following the last day of school the amount specified below. Such check will be in recognition of good attendance.

0 days of combined personal and sick leave use	-	\$300
1 day of combined personal and sick leave use	-	\$250
2 days of combined personal and sick leave use	-	\$200
3 days of combined personal and sick leave use	-	\$150

In the event the Superintendent extends the number of personal leave days beyond three, any such additional days beyond three shall be recovered in the following year(s). If a teacher's employment has ended for any reason while he/she still has a personal leave debt, a deduction will be made from the final paycheck. If there is still a balance due on the debt after deduction from the final paycheck, the balance shall be immediately due and payable to the Board by the teacher.

- E. In an emergency or personal hardship situations, the Superintendent may extend the number of days without loss of pay beyond the three (3) days of personal leave. Such extension shall not exceed five (5) additional days unless approved by the Board. The teacher must provide written reasons for the needed extension.

ARTICLE 10 – PROFESSIONAL LEAVE

- A. Teachers shall be granted professional leave to attend meetings such as visitations to other schools, conferences, workshops and seminars which are directly related to his/her teaching assignment. Such leave shall be limited to one teacher from a department or grade level per meeting, unless otherwise demonstrated that additional teacher(s) should attend. Teachers may be granted professional leave to attend meetings such as visitations to other schools, conferences, workshops and seminars which are indirectly related to his/her teaching assignment.
- B. Reimbursement shall be as follows:

1. Registration Fees: (excluding organization dues) to a maximum of \$100 unless such visitation/conference workshop/seminar is directly related to the teacher's assignment, in which case reimbursement shall be for the full amount. A teacher may elect to request that the Board prepay the registration fee by a purchase order.
2. Lodging: Hotel expenses shall be reimbursed at the rate turned in with a receipt up to a maximum of \$120.00 per night. Tax exempt forms are available from the Treasurer and are to be obtained and used when checking into the hotel if possible.
3. Meals for Overnight Trips: Maximum of \$35 per day.
Meals for Day Trips: Maximum of \$25 per day.
4. Transportation: As per the mileage reimbursement, Article 40, for trips of less than a three hundred (300) mile radius; air fare for trips of three hundred (300) miles or more radius, or whichever is cheaper of two options.
5. The Board shall appropriate at least \$8,000 for professional leave per year. Reimbursement may not be provided if appropriated funds are exhausted.
6. An expense form shall be completed upon return from the trip. Receipts shall be attached to the expense form.

ARTICLE 11 – ASSOCIATION LEAVE

The Association officers/delegates, to a maximum of six (6) teachers, shall be granted two (2) days of leave with pay, upon written request of the President. Such leave shall be for purposes of attending to Association business.

ARTICLE 12 – CHILD CARE LEAVE

- A. Child care leave, without pay, for a newly born or a newly adopted child shall be granted to a teacher for up to two (2) semesters. Extensions may be granted by the Board.
- B. Teachers shall submit a written notice to the Superintendent and principal at least thirty (30) calendar days prior to the initiation of child care leave. Exception to this is when the adoption proceedings give less than 30 day notice. The notice shall state the approximate date the leave shall commence and the approximate date of return.
- C. The teacher shall return to the position he/she held prior to the leave when returning within the same school year. When extensions are granted or when leave extends into the next school year, the teacher shall return to the same/similar position that he/she held prior to the leave.

- D. While on leave the teacher shall be entitled to continue on the group insurance plan, provided he/she pays the premiums for said coverage in advance.
- E. Child care leave shall not extend a limited contract past its term, but the taking of such leave shall not be considered cause for nonrenewal.

ARTICLE 13 – COURT DUTY

When a teacher is called for jury duty or is subpoenaed as a witness, he/she shall notify the principal. The teacher shall suffer no loss of pay while serving such duty. However, compensation received for such duty, excluding transportation/mileage, shall be returned to the Board Treasurer. This Article shall not apply if the teacher is a party to the court or legal proceeding.

ARTICLE 14 – SABBATICAL LEAVE

- A. A teacher who has completed five (5) years of service may, with the approval of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one or two semesters, subject to the following restrictions: The teacher shall present to the Superintendent for approval, a plan for professional growth prior to such a grant of permission, and at the conclusion of the leave, provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of at least one (1) year, unless the teacher has completed twenty-five (25) years of teaching in this state.
- B. The Board may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves to more than five percent (5%) of the bargaining unit at any one time, nor allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave longer than one school year, nor grant a leave to any teacher more often than once for each five (5) years of service, nor grant a second time to the same individual when other teachers have filed a request for such a leave.
- C. This section is subject to all other provisions of O.R.C. 3319.131.

ARTICLE 15 – UNPAID LEAVES OF ABSENCE

- A. Upon the written request of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive years for educational, professional or other purposes. In his/her request, the teacher shall state the purpose of the leave and the amount of time needed.

- B. Upon the written request of a teacher, the Board shall grant a leave of absence without pay where illness or other disability is the reason for the request. With his/her request, the teacher shall state the purpose for the leave and supply a statement from a physician specifically stating in terms of months, weeks and/or days, the period of time the teacher will be unable to return to work because of illness.
- C. While on leave, the teacher shall be entitled to continue on the group insurance plans provided he/she pays the premiums for said coverage to the Treasurer in advance each month.
- D. At the expiration of the leave, the teacher shall be offered the same or similar position within his/her area of certification.

ARTICLE 16 – ASSAULT LEAVE

- A. The Board shall grant up to fifteen (15) days of assault leave per school year, with pay, to any member who is physically unable to work as a result of a physical assault on him/her while the member is performing his/her contractual duties.
- B. If assault leave is for more than five (5) days, the Board may require the member to be examined by a physician of the Board's choice, at Board expense, in order to confirm the nature and extent of the injury.

ARTICLE 17 – PERSONNEL FILE

- A. A personnel file of each teacher shall be maintained in the office of the Superintendent. This shall be considered the only official file, except for that information which is "directory information".
- B. Upon advance written request, a teacher shall be able to review his/her personnel file in the office of the Superintendent. The file may be reviewed in the presence of the Superintendent or his/her designee. The teacher shall have the right to be accompanied by an Association representative. A representative of a teacher shall be given access to the file of said teacher upon presentation of written authorization from the teacher, including the signature of said teacher.

In addition to the teacher, the individual members of the Board, the Superintendent, the Assistant Superintendent, building principals and any other administrator who has a legitimate district-related reason for reviewing the file shall have access to same.

- C. A teacher shall have the right at any time to attach a written reply to any material being placed in his/her file and this reply shall be attached to the material in question.
- D. Any teacher shall have the right to obtain a photo static copy of any item in his/her file upon the payment of the reasonable cost of photocopying said material.

- E. The provisions of this section of the contract shall not be construed as limiting the rights accorded to a teacher pursuant to Chapter 1347 of the *Ohio Revised Code*.
- F. Anonymous letters or complaints shall not be placed in a teacher's file, nor be made a matter of record.
- G. Teachers may submit letters of merit and/or awards which shall be placed in his/her personnel file.
- H. A teacher shall be informed of any derogatory material being placed in his/her file.
- I. Any reference and/or documentation regarding liability claim shall not be placed in a teacher's personnel file.
- J. Before materials other than payroll or routine administrative items are placed in the personnel file, the member shall have the opportunity to see the material and shall initial and date the material shown to him/her. The initialing of the material does not indicate agreement by the member with the information contained in the material but simply indicates that the material was seen by him/her in accordance with this policy.
- K. Reprimands may be removed from a member's file after two (2) years, provided there have been no further reprimands received for the same offense.

ARTICLE 18 – REDUCTION IN FORCE

A. Posting Seniority List

The seniority list shall be provided annually by October 15. The Board shall prepare and distribute a seniority list by job classification/license and date of hire. Said list shall be provided to the Association on or before the distribution date.

B. Inaccuracies in List

The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and redistribute the updated list by November 15.

- C. When, by reasons of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, by reason of suspension of schools or territorial changes affecting the district or financial reasons, the Board decides that it will be necessary to reduce the number of teachers, reduction by attrition will be used to the extent possible. If further reductions are required, the Board may proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract

and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.

1. For the purposes of any Reduction in Force for the school year 2012-2013, all bargaining unit members will be considered "comparable" as defined in ORC 3319.17.
 2. The Board shall consider the most recent three (3) years of formal evaluations that have been conducted on teachers who may be subject to a Reduction in Force for purposes of making any reductions hereunder during the 2013-2014 school year. For the 2013-2014 school year, all evaluations resulting in rating levels of Developing and Proficient or Proficient and Accomplished will be deemed comparable as defined in ORC 3319.17.
- D. When staff reduction is necessary, the Superintendent shall give notice of the intent to recommend action to reduce staff to the Association and the affected teachers at least twenty (20) calendar days prior to such action of the Board.
- E. The teachers who contracts are suspended shall have the right of restoration to continuing service status by that Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose contract has been suspended pursuant to this section shall lose that right of restoration by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations.
- F. The Board has fulfilled its responsibility to notify teachers who are entitled to recall by sending a written notice of vacancy by certified mail at the last address left with the Board by the teacher. Unclaimed, refused or non-deliverable notices, as well as failure to respond within ten (10) days of the mailing of the notice shall constitute refusal of the vacancy.
- G. Teachers shall be able to maintain their insurance benefits during the time in which they have recall rights as specified herein provided the teacher pays the full cost of the premium to the Board's Treasurer.

ARTICLE 19 – COMPLAINT PROCEDURE

- A. Any complaint, written or verbal, received about a teacher shall be referred to the building principal of that teacher. If the building principal determines to investigate the complaint, he/she shall meet with the teacher involved and make the teacher aware of the complaint and allow the teacher to present his/her response to the complaint before completing his/her investigation.

- B. The principal will attempt to solve the matter informally and suggest that the complaining party meet with the teacher in an effort to resolve the matter.
- C. If either the teacher or the complaining party are not satisfied with the decision of the principal after his/her completion of the investigation, then either may meet with the Superintendent to discuss the matter. After meeting with the Superintendent, either the teacher or complaining party may request a meeting with the Board.
- D. It is agreed that this procedure does not apply to complaints of suspected child abuse or neglect which shall be reported as required by Ohio law.

ARTICLE 20 – VACANCIES AND TRANSFERS

A. Vacancies

A vacancy occurs when a letter of intent to retire/resign is submitted to the Superintendent. Furthermore, a vacancy also occurs with a transfer, reassignment, promotion, non-renewal, termination or with the creation of a new position.

Vacancies actually occurring during the school year shall be filled temporarily for the remainder of the year and posted in accordance with Section B below.

B. Postings

1. The Superintendent shall post all known vacancies for the next school year, including those positions requiring an administrative certificate/license, as they become known to the Superintendent. Such postings shall be placed on a bulletin board in each school and on the district web page. During the school year and through July 10, the vacancies shall be posted for five (5) days.
2. From July 11 through the start of the school year, the Board will post a vacancy when it receives a notice of resignation. Notice of the opening shall be posted on a bulletin board in the Central Office and on the District's Web Page. During this period, the vacancies shall be posted for three (3) days.

C. Application

Any teacher interested in a specific vacancy shall notify the Superintendent within the five (5) or three (3) day posting period by submitting the Vacancy/Transfer Interest Form.

Additionally, teachers may complete and submit the Vacancy/Transfer Interest Form indicating an interest in any possible vacancy that may occur before the start of the next school year. Such form shall be submitted no later than January 1. The teacher shall indicate the reason for the transfer request, the school and position sought along with his/her certification/license.

D. Filling Positions

In filling vacancies, the Superintendent shall review both a teacher's request for a specific posting and a teacher's Vacancy/Transfer Interest Form. Additionally, the Superintendent shall attempt to contact the teacher.

Recommendations to fill vacancies or transfer requests shall be made on factors such as experience, competency, qualifications, and seniority.

No vacancy may be filled by an external candidate until the RIF list is exhausted of teachers certified/licensed for the position.

No transfer may occur that would initiate a layoff.

No interview of external candidates may be given until all internal candidates have been contacted, interviewed and seriously considered for any vacancy.

E. Involuntary Transfer

The Superintendent will meet with a teacher being involuntarily transferred prior to the transfer. The reasons for the transfer shall be stated in writing.

Vacancy Posting Announcement

Date: _____

The following Position(s) are currently vacant:

Position

Certification Required

Expiration Date of this Posting: _____

If interested, please contact the Superintendent immediately.

937-289-2471
2556 Lebanon Rd.
Clarksville, OH 45113

Vacancy/Transfer Interest Form

(File this form on or before January 1 of the current school year)

Name: _____ Date: _____

Current Position/Building: _____

Certification: _____

If any of the following positions become vacant, I would be interested in a possible transfer:

Position	Building	Reason for Transfer
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Positions shall be posted and deadlines for application shall be noted on the Posting Form. Direct contact with the administration must be made by the deadline for application.

Signature: _____

Home Phone Number: _____

Summer Phone Number: _____

E-Mail Address _____

Address during the summer: _____

Copy to: Superintendent, C.M.E.A. President, Building Principals

ARTICLE 21 – COMMITTEES

A. Liaison Committee

Upon request of the teachers, the principal at each building shall meet once a month with a Liaison Committee to discuss matters of concern at the building level. Such committee shall consist of two (2) teachers who will be selected by the Association on a yearly basis.

The Liaison Committee shall be advisory only and is intended to assist the administration in the development and implementation of policies, rules and regulations. It is not to serve as an alternative to the grievance procedure.

B. Inclusion Committee

A committee shall be formed to discuss issues concerning inclusion of special education students into the regular classroom.

C. Local Professional Development Committee (LPDC)

A LPDC shall be established as required by the *Ohio Revised Code* Section 3319.22.

The members of the LPDC shall be paid at the indexed rate as is established for LPDC Work in Article 44. This amount is not to exceed \$500 per year unless approved by the Board.

ARTICLE 22 – CURRICULUM AND TEXTBOOK SELECTION

A. The Board has the responsibility for the development of an educational program of high quality including the establishment of a graded course of study and the selection of textbooks.

B. The Superintendent shall undertake to study and develop proposals relating to the adoption or modification of the graded course of study. In this regard, the Superintendent will solicit the assistance of the teaching staff. No teacher shall be required to serve on such committee. All work outside the regular school day shall be by supplemental contract as specified in the supplemental salary schedule.

C. Recognizing the statutory responsibility of the Board for the selection of textbooks, the Superintendent shall solicit the assistance of the teaching staff in developing recommendations to the Board for textbook adoption.

D. New textbooks and/or curriculum shall be incorporated into the school system. All teachers who will be working with the new textbooks and/or curriculum will receive adequate in-service training and preparation in the use and application of the textbooks and supplemental materials.

ARTICLE 23 – EVALUATION

A. Goal

The evaluation process has as its goal the improvement of instruction and the documentation of job performance. The process is with and for the teachers and should be considered continuous and long term.

B. Objectives of the Evaluation Process

Objectives identified below are the foundations for the improvement of instruction. These provide a means for measuring accomplishments constructively. These objectives are:

1. To improve the quality of the total educational program.
2. To provide a healthy learning environment.
3. To develop and maintain sufficient student rapport.
4. To improve teaching skills.
5. To improve communication.
6. To clarify job responsibilities.
7. To provide recognition for outstanding performance.
8. To provide assistance in areas of need.
9. To build a commitment to the concept of accountability and performance.
10. To stimulate professional improvement.

C. Evaluations for the 2012-2013 School Year

All teachers shall be evaluated once each school year except as stated in Article 23, (C1).

1. Procedure For The Evaluation Of Limited Contract Teachers Up For Renewal Consideration

Each limited contract teacher up for renewal consideration shall have an evaluation completed which will include a minimum of three classroom observations with the first classroom observation and follow-up conference being completed by November 15; the second by January 31 and the third by March 31.

This observation schedule must be met unless the teacher is on leave or otherwise absent and unavailable to be observed. If the teacher is on leave or otherwise unavailable to be observed within the time lines provided and alternative dates cannot be agreed upon by March 31, then the teacher shall have waived the right to the observation.

Each of these observations shall be for a minimum of 30 continuous minutes. The evaluator shall meet with the teacher within a reasonable period of time after the observation which shall normally be within five instructional days unless unusual circumstances prevent the meeting within said time line. At this

conference, the observation will be reviewed with the teacher and if weaknesses are noted, any suggestion for improvement and the means by which the teacher may obtain assistance in making these improvements shall be discussed and reduced to writing and included in the written observations required by this Article.

The observation schedule provided above sets minimums and all teachers may be observed by the administration at additional times and for varying lengths of time.

The teacher shall be provided with the evaluation no later than April 10 and the evaluation shall reflect the teacher's performance for the entire year including the performance as observed at the three required observations.

2. All Other Teachers

Teachers who are on continuing contract or limited contract teachers who are not up for renewal consideration may be evaluated once each year and shall be evaluated once every three years with each evaluation consisting of at least one observation of 30 continuous minutes. The teacher shall receive an evaluation no later than the last day of school documenting that teacher's performance for the year.

The evaluations and observations required by the Article shall be done by employees of the Board who have been employed as administrators by the Board pursuant to 3319.01 and 3319.02 of the *Ohio Revised Code*. The primary evaluator shall be the teacher's principal or assistant principal.

The evaluation forms shall be placed in the teacher's personnel file.

A teacher who disagrees with the content of the evaluation shall have the opportunity to attach a written rebuttal to the observation and/or evaluation form.

If the teacher strongly disagrees with the evaluation, the teacher may submit his/her written rebuttal to the Superintendent within ten (10) working days of his/her receipt of the evaluation and request the Superintendent to respond to the teacher's concerns.

The Superintendent shall respond to the teacher if requested to do so within ten (10) days of the receipt of the rebuttal from the teacher.

It is agreed that this evaluation procedure supersedes and replaces *Ohio Revised Code* 3319.111.

The attached observation and evaluation form shall be utilized when conducting evaluations to this provision.

D. Evaluation Committee for the 2012-2013 School Year

A Committee will be formed to review the evaluation process and instrument as needed. If the Committee recommends changes in the instrument or process, the changes will be submitted to the Board and Association for the formal ratification vote. Both parties must approve the recommendations prior to the implementation.

E. Not later than July 1, 2013, the Board, in consultation with teachers employed by the Board, shall adopt a standards-based teacher evaluation policy that conforms to the framework for evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code. The policy adopted by the Board shall replace this Article on July 1, 2013.

F. To facilitate the establishment of the evaluation policy in Article 23 (E) in consultation with teachers employed by the Board, an evaluation committee will be established not later than September 1, 2012 and shall be comprised of three representatives from the Administration and three representatives from the Association. The Association shall appoint its members and the Superintendent shall appoint the Administration members. The Committee may invite additional persons to the Committee meetings to provide additional information and/or input to the Committee regarding particular aspects of the evaluation procedure.

If all six members of the Committee are in agreement as to the final evaluation procedure composition by March 1, 2013, the Committee shall submit its recommendation to the Board and the Board shall adopt the Committee's recommendation by July 1, 2013.

If all six members of the Committee are not in agreement as to the final evaluation procedure composition by March 1, 2013, the Association and the Board may exercise all rights in accordance with Chapter 4117 of the Ohio Revised Code and Ohio law at that time. The parties agree that the development and the adoption of the evaluation policy in Article 23 (E) and as required by R.C. 3319.111 shall not be subject to the grievance procedure.

This Committee shall also be charged with developing a program to educate all staff on the new evaluation policy adopted by the Board. The program shall be presented to all staff at the staff orientation program for the 2013-2014 school year.

G. The Board and the Association agree that any cameras are to be used only for security purposes and not for the evaluation of any bargaining unit member.

H. At the end of the 2013-2014 school year, the evaluation committee will recommend to the Association Executive Committee and the Board, based on the results of the program, changes to the evaluation program.

**CLINTON-MASSIE LOCAL SCHOOLS
TEACHER OBSERVATION FOR THE 2012-2013 SCHOOL YEAR**

Teacher: _____ Evaluator: _____

Observation Date: _____ Time In: _____ Time Out: _____

Conference Date: _____

Summary of Observation

Specify Desired Improvements

Means By Which The Teacher May Obtain Assistance In Making Such Improvements

Teacher Signature

Administrator Signature

**CLINTON-MASSIE LOCAL SCHOOLS
TEACHER EVALUATION FOR THE 2012-2013 SCHOOL YEAR**

Teacher _____ Evaluator _____

Completion Date of Evaluation: _____

Evaluation Meeting Date: _____

Summary of Evaluation

Specify Desired Improvements

Means By Which The Teacher May Obtain Assistance In Making Such Improvements

Teacher Signature

Administrator Signature

ARTICLE 24 – LIMITED CONTRACTS

- A. A one-year limited contract shall be awarded to teachers new to the district. Thereafter, if the performance of such teacher is satisfactory, he/she will be granted one-year contracts for each of the following two years, unless he/she becomes eligible for a continuing contract.
- B. Two-year contracts will then be awarded to a teacher employed beyond the years specified in (A) above, if the performance of such teacher is satisfactory, and until the teacher becomes eligible for a continuing contract. If the teacher's performance is not of a satisfactory level, then the Board of Education may issue a one-year contract instead of the prescribed two-year contract.
- C. Teachers shall be eligible for continuing contract status in accordance with ORC Sections 3319.08 and 3319.11. Teachers who believe they will be eligible for a continuing contract must give written notice of their eligibility to the Superintendent on or before October 1st of the school year in which they become eligible. A list of all members providing notice to the Superintendent will be provided to the Association President annually not later than October 15.

The Continuing Contract Application is found in this document as Appendix C.

- D. Teachers who have complied with the above requirements will be considered by the Board for a continuing contract during the term of a limited contract, and if the continuing contract is not granted at the Board's sole discretion, the terms of the limited contract will continue without interruption, as if there had been no request for a continuing contract.
- E. A teacher who fails to provide written notification to the Superintendent by October 1st will waive any claims to a continuing contract by operation of law and the teacher may receive a one-year or two-year limited teaching contract for the next school year if the teacher is renewed. Such a limited teaching contract, if provided by the Board shall not be considered an extended limited contract in accordance with the provisions of ORC Section 3119.11. This article supersedes and replaces, where they are in conflict, those requirements and rights provided by ORC Sections 3319.08 and 3319.11.
- F. Teachers who have met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies documented during the evaluation process shall be notified of these continued deficiencies in writing by the Superintendent on or before April 15th. The teacher may be placed on an extended limited contract not to exceed two years. If the teacher is re-employed at the end of the extended limited contract, he/she shall be given a continuing contract. This provision shall supersede and replace the process for providing an extended limited contract pursuant to ORC Sections 3319.08, 3319.11 and 3319.111.
- G. A list of all members considered for a continuing contract containing the Board action of continuing contract granted, extended limited contract granted, or member non-renewal for each will be provided to the Association President annually not later than

the deadline under which the Board is required by R.C. 3319.11 to provide written notice to members of the non-renewal of their contract.

ARTICLE 25 – IMPLICATIONS OF HOUSE BILL 1

A. Credit Flexibility

As required by HB1, in order to offer credit flexibility to the students of Clinton-Massie Local Schools, a Memorandum of Understanding will be created using the format in Appendix F by the Superintendent, the Association President and the teacher to describe the assignment. This Memorandum will be created for any and all teachers who provide this assistance to the students and shall detail:

- An estimate of the hours involved in assisting the student;
- Compensation to the teacher if the work is to be completed outside the teacher workday;
- If the project is to be completed inside the teacher workday, scheduling flexibility to give the teacher time for the additional work;
- A process to prorate the compensation to the teacher, or adjust the teacher's schedule, if the student decides to discontinue the project before it would naturally end.

B. Master Teacher

All District decisions and policies made regarding Clinton-Massie's participation in the Master Teacher program will be done in accordance with the Clinton County Master Teacher Consortium.

ARTICLE 26—SUPPLEMENTALS

A. All supplemental contracts are for one (1) year.

B. Supplemental contracts shall be paid at the rate established on the supplemental salary schedule.

C. A Supplemental Review Committee shall be established to:

- a. Add a position;
- b. Delete a position;
- c. Amend a position;
- d. Alter placement of a position on the supplemental salary schedule.

This committee shall meet once a year in April or when necessary unless no requests for review of or establishment of a supplemental are submitted as specified below, in

which case a meeting is not necessary. The committee shall be made up of four CMEA members (two coaches, two academic representatives), two Board members, the Treasurer, and the Superintendent.

To request consideration for review of or establishment of a supplemental, a member shall complete the Proposal Form for Supplementals and submit it to the CMEA President and Superintendent by April 1st of the school year.

- D. Job descriptions will be created for all supplemental positions by the beginning of the next school year.
- E. All positions will be evaluated yearly by the appropriate supervisor as determined by the Superintendent.
- F. Evaluations shall be completed within one month following the end of the season – rebuttals may be attached.
- G. Payment of the supplemental salary shall not occur until the evaluation has been completed and will be paid by a separate check. The threshold for payment by separate check shall be 0.02% of the base for the supplemental salary schedule or a payment of \$500 or more for team leaders.
- H. Copies of the evaluation shall be placed in the employee's permanent file in the Superintendent's office.
- I. The Evaluation Checklist shall be found as Appendix E in this document.
- J. If a supplemental position is cancelled due to insufficient participation or financial hardship, the action to cancel must be taken by the end of the fourth (4th) week of the scheduled activity. The teacher shall be paid a prorated portion of the supplemental contract for the time worked prior to the cancellation.

For the purpose of determining the prorated portion, the following definitions shall be used.

- For athletics, the season is defined as beginning on the first official day through the end of the regular season as defined by the officially recognized Ohio athletic association.
- For year long supplemental activities, the first and last days for students shall define the beginning and ending dates for the activity.
- For other seasonal activities not covered by the athletic association, the seasons shall be defined as follows:

Fall: August 1 to November 1
Winter: November 1 to March 1
Spring: March 1 to June 1

ARTICLE 27 – HIRING RETIREES

If the board elects to employ a teacher who has retired and is receiving benefits through the State Teachers Retirement System (STRS), including a teacher previously employed by the board, the following provisions shall apply:

- A. For initial placement a teacher may be placed on Step Zero (0) and no more than Step Ten (10) on the salary schedule for his/her teaching experience as recommended by the superintendent and approved by the board.

Upon re-employment, the teacher shall be granted credit for each year of teaching with the board as a retired teacher provided he/she worked a minimum of 120 days.

- B. The board will offer health insurance coverage in accordance with Article 35.
- C. The board shall provide life and dental insurance in accordance with Articles 36 and 37.
- D. The teacher employed shall not be entitled to receive severance or super-severance pay.
- E. The teacher shall start with a zero balance of sick leave but is entitled to accumulate and use sick leave in accordance with Article 7.
- F. The teacher shall be hired under limited contracts only which shall automatically expire at the end of its term and shall not be subject to the non-renewal requirements specified in Article 24.
- G. In the event of a reduction in force, the teacher will not have seniority over any other teacher in the bargaining unit.
- H. This provision supersedes and replaces Sections 3319.11, 3319.111 and Chapter 3317 of the *Ohio Revised Code*.
- I. A teacher employed under this provision is considered a member of the bargaining unit. Unless specifically limited by this Article, all other terms and conditions of this contract shall be in full force and effect for the teacher.

ARTICLE 28 – SCHOOL CALENDAR COMMITTEE

No later than April 1 of each year, the Superintendent shall consider input from a calendar committee which includes, but is not limited to, at least 1 CMEA member from each building.

ARTICLE 29 – NON-RENEWAL

- A. Any teacher employed under a limited contract whom the principal/Superintendent intends not to recommend for reemployment shall be notified by the principal and/or

the Superintendent at least five (5) working days prior to the April Board meeting where formal action on the contract is to be taken. The decision to non-renew a limited contract shall be based on the quality of teaching performance, and supported by evidence contained in the teacher's record.

- B. A teacher notified by the principal and/or Superintendent of his/her intention to non-renew shall be granted, upon written request, an opportunity for a conference with the Superintendent regarding the reason for the recommendation. The principal shall be present at such conference upon request of the teacher or Superintendent. The teacher may be accompanied by a representative of the Association.
- C. The non-renewal of a teacher shall be done in accordance with Section 3319.11 of the *Ohio Revised Code*.

ARTICLE 30 – LENGTH OF SCHOOL DAY

- A. The length of the teacher's workday shall be a maximum of seven and one-half (7-1/2) hours including a thirty (30) minute consecutive, uninterrupted, duty-free lunch. Teachers shall report to work up to thirty (30) minutes before or remain up to thirty (30) minutes after the established instructional day not to exceed seven and one-half (7-1/2) hours. The thirty (30) minutes before or after school may be redistributed for staff development or other reasons deemed necessary, pending approval of the building principal.

- B. The teacher's school year shall consist of a maximum of one hundred eighty-four (184) days, which shall include:

One hundred eighty (180) days of instruction

One (1) day at the beginning of the school year for administrative meetings and classroom preparation

Two (2) days of professional development training, of which one half (½) day may be used for record keeping pending Superintendent approval. Written suggestions for professional development training may be submitted to the building principal and/or the administrative assistant.

One (1) day at the end of the year for record keeping.

During the 2012-2013 school year, bargaining unit members who attend OIP related department meetings may exchange this time for the March in-service day. If a bargaining unit member misses any meeting, the time missed must be made up on the in-service day.

ARTICLE 31 – PLANNING/CONFERENCE PERIODS

- A. All teachers at the secondary level shall be provided with one planning period per day equal in length to one class period not to be less than forty (40) minutes or to exceed sixty (60) minutes in length.
- B. All teachers at the elementary level shall be provided with one planning period per day of at least forty (40) minutes in length.
- C. Planning periods will be contained within the student day when possible. In the event such time cannot be arranged within the student day, the principal will provide alternate scheduling.
- D. Teachers shall not be asked to substitute during planning periods except in emergencies. When substitutes are needed, the Administration will seek volunteers from the certified staff. Staff will be assigned to substitute on a rotating basis if no volunteer is secured. When such substitution occurs, the teacher shall receive compensation equal to the hourly curriculum rate per period. Periods shall not exceed fifty (50) minutes in length.
- E. Payment for internal substitution shall be made within two (2) pay periods after said substitution.
- F. When a Special Education teacher is working on an alternative assessment, a substitute teacher shall be provided one day per student to aid the teacher.

ARTICLE 32 – STUDENT TUITION

- A. Any teacher who resides outside the Clinton-Massie Local School District may choose to enroll his/her children in the Clinton-Massie Schools in accordance with the Board's open enrollment policy. Teachers choosing to enroll their children hereunder shall be guaranteed open enrollment.
- B. In the event the Board revokes its open enrollment policy, any teacher who resides outside the Clinton-Massie Local School District may choose to enroll his/her children in the Clinton-Massie Schools.
- C. Attendance of a teacher's child(ren) under Article 32(A) or (B) shall be free of tuition charges to the teacher. However, if the child requires special services, the employee shall pay the full cost of the special services needed to the extent the cost of educating the child exceeds the statutory tuition rate of the Board. Students currently enrolled as of the ratification date of this contract shall be free of tuition charges without restriction until they graduate or withdraw from the district. The parent/legal guardian is still responsible for applicable school fees.
- D. In the event the Board revokes its open enrollment policy, enrollment shall be prior to October 1 of any school year.

ARTICLE 33 – JOB SHARING

A. Purpose

The purpose of job-sharing is to allow two members to share one teaching position within the school district. Job-sharing shall be voluntary and require the endorsement of the principal in the building in which the teachers shall be sharing a position.

The principal's decision to provide for a job-sharing program shall be based upon the needs of the building, unique elements of the position, and the compatibility of the two teachers requesting to job share. The principal's initial decision as to whether or not to agree to a job-sharing proposal shall be final and not subject to appeal or the grievance procedure. However, a principal's decision to discontinue an existing job-sharing program shall be subject to Section E of this article.

B. Initiation

Members interested in job-sharing must submit a written joint proposal outlining some of the features they would include in their program to their building principal prior to March 1st. Proposals agreed to by the principal must be submitted to the Superintendent and the Association President prior to March 15th. The position will begin the following school year.

C. Required Elements of the Job-Sharing Proposal

1. Each team shall share one (1) teaching assignment.
2. Each team must outline how the time and teaching responsibilities shall be divided and shared. This designation shall continue for the entire year unless a change is approved by teachers and building principal in writing.
3. Each team shall address unique elements of the positions and describe how such elements will be addressed.
4. Both members shall attend all required in-services, conferences, open houses, IEP meetings, and staff meetings.
5. Both members shall assess students as usual and attend to all applicable classroom management duties.
6. The members will be expected to maintain close communication on a daily basis via telephone, email, and voicemail.
7. The building principal may during the course of the school year implement any operational changes which he/she may deem necessary or desirable to improve efficiency, enhance participant job satisfaction, or maximize the educational environment for students. However, such changes shall be consistent with the terms of this provision and the contract.

D. Teacher Employment Rights

The participating members shall, during their employment on a job-sharing basis:

1. Retain full rights and benefits under the Master Contract, except as modified by this article.
2. Receive a pro-rated salary based on the appropriate step on the negotiated salary schedule for full-time teachers.
3. Accrue seniority and service years on a full-time basis.
4. Earn and use sick leave and personal leave on the basis that a day is a day. However, any carry-over of leaves from a full-time contract into a job-sharing contract shall be at two hundred percent (200%) rate, and any carry-over of leaves from a job-sharing contract into a full-time contract shall be at fifty percent (50%) rate.
5. Receive up to a full day's pay, calculated pro-rata on hours worked, if covering the absence of the other team member.
6. Receive medical and dental insurance with the amount paid for the premiums and HSA Plan contributions by the Board not to exceed the total cost it normally would assume for one full-time teacher with a family medical plan. The following situations may develop based upon the needs of the two teachers:

Member A: One (1) family plan or one (1) single plan

Member B: No insurance coverage

The Board shall pay full premiums and HSA Plan contributions in accordance with Article 35 for

Teacher A.

Member A: One (1) family plan

Member B: One (1) family plan

The Board shall pay half of the required premium payments and HSA Plan contributions in accordance with Article 35 for each teacher. Each teacher shall be responsible for the remaining monthly premium payments.

Member A: One (1) single plan

Member B: One (1) family plan

The Board shall pay premiums and HSA Plan contributions in accordance with Article 35 for each teacher based upon the ratios as calculated in the sample below:

The Board's share of a family premium is \$1,071.45

The Board's share of a single premium is \$427.68

$\$1,071.45 + \$427.68 = \$1,499.13$

$\$1,071.45/\$1,499.13 = 71.47\%$
 $\$427.68/\$1,499.13 = 28.53\%$
 $\$1,071.45 \times 71.47\% = \765.77 paid for the family plan
 $\$1,071.45 \times 28.53\% = \305.68 paid for the single plan

Board's contribution to HSA Plan for family plan for 2012-2013 school year only is \$400

Board's contribution to HSA Plan for single plan for 2012-2013 school year only is \$250

$\$400 + \$250 = \$1,650$

$\$400/\$650 = 61.54\%$

$\$250/\$650 = 38.46\%$

$\$400 \times 61.54\% = \246.16 Board contribution to HSA Plan

$\$250 \times 38.46\% = \96.15 Board contribution to HSA Plan

The overriding purpose of this section is to assure that the Board's cost of providing insurance to the team is no greater than that which it would incur if the work of the team were performed exclusively by the individual having the most costly insurance premium in each coverage category. Figures used above are for sample purposes and do not reflect the current health insurance premium amounts.

7. A member's contract status shall not be affected by participation in the job-sharing program.

E. Discontinuation of Job-Sharing Team

1. The decision to discontinue a job-sharing program by the principal for a subsequent school year shall be based on educational aspects and shall not be arbitrary, capricious, or unreasonable. Members participating in a specific job-sharing program that has been in place for more than one (1) school year may appeal the decision to discontinue to the Superintendent. The Superintendent's decision shall be final and not subject to appeal or the grievance procedure.
2. Should the Board, principal, or either of the involved members wish to discontinue the job-sharing program for a subsequent school year, the member on the team having the greater seniority shall retain the position on a full-time basis for the following year. If discontinuation of the job-sharing program results in a reduction of force, the Master Contract's Reduction in Force provisions shall apply. The member with the lesser seniority shall be able to exercise those rights under Article 18 – Reduction in Force.
3. Participating members shall maintain a good-faith effort to implement the program for the entire school year unless released from the assignment by the Board. Should, due to unforeseen circumstances, a member be released from the job-sharing program during the course of the school year, the other member

shall assume all the teaching responsibilities and return to full-time status unless otherwise agreed by the principal.

ARTICLE 34 – LIABILITY INSURANCE

The Board will provide liability insurance for all teachers.

ARTICLE 35 – HEALTH INSURANCE

- A. The Board will provide the current Health Insurance Plan HD/HSA for the duration of this contract.

The HD/HSA Plan consists of a High Deductible Healthcare Plan (HDHP) coupled with a Health Savings Account (HSA), or Health Reimbursement Account (HRA).

With the exception of new hires, HRA's are only available to employees who are enrolled in the HDHP and who do not qualify for an HSA. New hires may choose to enroll in either an HSA or HRA, with mandatory transition to an HSA on January 1 of the year following the year of their initial hiring. The annual Board contribution to an HRA is the same amount that would have been contributed to an HSA. Should an employee transition from an HSA to an HRA in the middle of a calendar year, the remaining unpaid Board contribution to their HSA will be available via the HRA.

The Board shall pay 85% of the premiums for the family plan and 95% of the premiums for the single plan.

The Board shall make no contributions to employee HSA Plan accounts.

- B. The Employee will select the financial institution in which the HSA Plan accounts will be held.
- C. Identical coverage shall be provided if the carrier is changed. The Association shall be informed in advance if there is a change in carrier. Any change of carrier that will not provide identical coverage must be presented to and approved by the Board and the Association before any proposed changes can be implemented.
- D. An Insurance Committee will be formed whose purpose shall include, but not be limited to, a review of the current insurance coverage and carriers. The Committee shall meet upon written request of the Superintendent or the Association President. Either party may request that a consultant of its choice attend committee meetings providing advance notice is made to the other party. Should the committee recommend changes, alterations from the current coverage will require the approval from the Board and the Association prior to implementation.
- E. The Board has budgeted for a 15% increase in health insurance premiums each year during calendar years 2013 and 2014.

Any change in insurance that results in a decrease from the budgeted 15% increase in cost per member shall be payable as a one-time payment as follows:

- (i) For members on the single plan as of January 1st of the year in which the decrease is effective: one-half of the difference between the single budgeted amount and the actual amount for that calendar year shall be payable coinciding with the second paycheck during the January in which the change is effective.
- (ii) For members on the family plan as of January 1st of the year in which the decrease is effective: one-half of the difference between the family budgeted amount and the actual amount for that calendar year shall be payable coinciding with the second paycheck during the January in which the change is effective.

The Board shall notify the Association by December 1st of each year of the actual increase in health insurance premiums for purposes of calculating potential payments pursuant to this Article 35 (E).

ARTICLE 36 – DENTAL INSURANCE

- A. The Board will continue to provide the dental plan, at Board's cost, in effect at the time of this Contract's ratification.
- B. Identical coverage shall be provided if the carrier is changed. The Association shall be informed in advance if there is a change in carrier. Any change of carrier that will not provide identical coverage must be presented to and approved by the Board and the Association before any proposed changes can be implemented.

ARTICLE 37 – LIFE INSURANCE

The Board shall provide and pay for a \$50,000 term life insurance and accidental death and dismemberment policy for all teachers. Half (1/2) time teachers shall be provided with a \$25,000 term life insurance policy.

Retired teachers may purchase additional life insurance under the group plan if permissible under the rules of the company.

ARTICLE 38 – PAY PERIODS

- A. The contract year shall be divided into twenty-four (24) pay periods. Paydays shall be on the fifteenth (15th) and last day of each month. If any payday occurs on a non-business day, that payday shall be moved to the prior business day.
- B. Unless a teacher makes other plans, on pay days when school is not in session or when a teacher is on an approved leave of absence, paychecks will be mailed to the teacher's home address. Mailing will take place at least two (2) days before the regular pay date.

- C. Occasionally situations may occur which involve back pay. The total amount of back pay shall be provided in the paycheck immediately following the mutual agreement/resolution of the situation.
- D. The paycheck of a teacher utilizing an unpaid leave of absence shall reflect a loss of 1/184 of his/her salary for each day on leave.

ARTICLE 39 – PAYROLL DEDUCTION

- A. The Board shall provide for the following payroll deductions:
 - 1. United Education Profession (UEP) dues
 - 2. Political contributions (FCPE)
 - 3. Tax sheltered annuities
 - 4. One Credit Union
 - 5. Any teacher paid insurance premiums
 - 6. STRS
- B. The Board shall make payroll deductions for UEP dues as authorized by the teacher. Dues shall be deducted in twenty (20) installments beginning with the first pay in October. A listing of the amount of deduction for each teacher shall be provided to the Association Treasurer after each installment.
- C. Dues deduction authorization may be revoked by a current member during a thirty (30) calendar day period, beginning with the first day of each school year. Authorization not revoked during said period shall continue for a successive period of one (1) year. Written notice of revocation shall be submitted to the Board and the Association Treasurer.
- D. The Association will indemnify the Board and Treasurer against all liability for UEP dues and/or FCPE deductions made in accordance with these provisions.

ARTICLE 40 – MILEAGE REIMBURSEMENT

A teacher required to utilize his/her automobile as part of his/her regular assignment shall be reimbursed by the Board. The mileage rate paid shall be equal to the IRS rate in effect at the time of the travel.

ARTICLE 41 – SEVERANCE PAY

- A. The Board shall grant severance pay to any teacher who is employed by the Clinton-Massie School District and who is certified to retire from teaching in the State of Ohio.
- B. Severance pay shall be calculated at one-fourth (1/4) of the teacher's accumulated sick leave and shall be paid at the rate equal to the teacher's per diem rate of his/her regular salary at the time of retirement. For the purpose of severance calculation, the maximum accumulated sick leave will not exceed 240 days.

C. Any teacher who dies while on active service in the Clinton-Massie School District, is deemed to have retired the day prior to his/her death. Severance pay benefits shall be determined by the individual's sick leave accumulation as applied to the above formula.

D. Superseverance

1. In the event an employee resigns his/her employment with the Board for retirement purposes effective the end of or during the work year when he/she first becomes eligible to retire through STRS, he/she shall receive a payment of \$10,000 plus severance pay as provided in the contract, pending one of the following conditions:

a. If the employee is retiring at the end of the work year or during the summer prior to the start of the following school year, retirement notice is given to the Board by May 1.

b. If the employee is retiring during a school year and prior to 120 days of service, retirement notice is given to the Board by May 1 of the work year prior to retirement. The May 1 deadline for this condition may be waived pending Board approval and a 60-day notice prior to retirement.

c. If the employee is retiring during a work year after 120 days of service but no later than 140 days of service, retirement notice is given to the Board 60 days prior to retirement.

d. If the employee is retiring during a work year after 140 days of service but prior to the end of the work year, retirement notice is given to the Board 60 days prior to retirement and superseverance is approved by the Board.

2. Any employee who elects not to resign his/her employment with the Board at the end of or during the work year in which he/she first becomes eligible to retire through STRS shall forfeit his/her right to any payment pursuant to this provision and shall be entitled only to severance pay pursuant to A through C above.

3. Eligible to retire, as defined by STRS, shall be the first happening of any of the following events:

Age 50 and 30 years of service
Age 55 and 25 years of service
Age 60 and 5 years of service

The employee's age on the last day of school shall determine the work year in which he/she first becomes eligible to retire through STRS. (Example: If your 55th birthday is August 1, then you could opt to teach the next year and still

receive your superseverance or you could retire in the summer effective after your birthday as stated in 1.a. above.)

- D. Payment for both severance and superseverance, if applicable, shall be issued in one payment within fifteen (15) days of the Treasurer's receipt of written confirmation from STRS that the teacher is retired and receiving STRS benefits.

ARTICLE 42 – TEACHER SALARY SCHEDULES

- A. Members will be paid in accordance with the salary schedules within this article.
- B. Members who are not eligible for an experience (step) increase in 2012-2013 shall receive a one-time payment equal to 1% of their salary. This bonus shall be payable in equal payments over the 2012-2013 school year in accordance with the pay periods established in Article 38.
- C. Members who are not eligible for an experience (step) increase in 2013-2014 shall receive a one-time payment equal to 1% of their salary. This bonus shall be payable in equal payments over the 2013-2014 school year in accordance with the pay periods established in Article 38.
- D. At the end of the 2014 Fiscal Year, the members of the bargaining unit shall receive a prorated bonus equal to one percent (1%) of their base salary for every \$100,000 above \$2,700,000 on line 7.020 (cash balance – June 30) of the reconciled five year forecast.

Bonus to be paid with the final payroll for the 2013-2014 school year.

For example, if line 7.020 of the reconciled Five-Year Forecast for the 2014 Fiscal Year is equal to \$2,750,000, the members of the bargaining unit would receive a bonus equal to 0.5% of their base salary.

Likewise, if line 7.020 of the reconciled Five-Year Forecast for the 2014 Fiscal Year is equal to \$2,850,000, the members of the bargaining unit would receive a bonus equal to 1.5% of their base salary.

ARTICLE 42 - TEACHER SALARY SCHEDULES
CLINTON-MASSIE LOCAL SCHOOL DISTRICT
2012-2013 SCHOOL YEAR

0% to Base with Steps and 1% Bonus to those who don't move a Step

Step	BACH		BACH / 150		M. A.		M. A. + 15	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	\$32,588	1.038	\$33,826	1.095	\$35,684	1.145	\$37,313
1	1.042	\$33,957	1.085	\$35,538	1.147	\$37,378	1.197	\$39,008
2	1.084	\$35,325	1.132	\$36,890	1.199	\$39,073	1.249	\$40,702
3	1.126	\$36,694	1.179	\$38,421	1.251	\$40,768	1.301	\$42,397
4	1.168	\$38,063	1.226	\$39,953	1.303	\$42,462	1.353	\$44,092
5	1.210	\$39,431	1.273	\$41,485	1.355	\$44,157	1.405	\$45,786
6	1.252	\$40,800	1.320	\$43,016	1.407	\$45,851	1.457	\$47,481
7	1.294	\$42,169	1.367	\$44,548	1.459	\$47,546	1.509	\$49,175
8	1.336	\$43,538	1.414	\$46,079	1.511	\$49,240	1.561	\$50,870
9	1.378	\$44,906	1.461	\$47,611	1.563	\$50,935	1.613	\$52,564
10	1.420	\$46,275	1.508	\$49,143	1.615	\$52,630	1.665	\$54,259
11	1.462	\$47,644	1.555	\$50,674	1.667	\$54,324	1.717	\$55,954
12	1.504	\$49,012	1.602	\$52,206	1.719	\$56,019	1.769	\$57,648
15	1.546	\$50,381	1.649	\$53,738	1.771	\$57,713	1.821	\$59,343
20	1.588	\$51,750	1.696	\$55,269	1.823	\$59,408	1.873	\$61,037
25	1.630	\$53,118	1.743	\$56,801	1.875	\$61,103	1.925	\$62,732
27	1.672	\$54,487	1.790	\$58,333	1.927	\$62,797	1.977	\$64,426
30	1.714	\$55,856	1.837	\$59,864	1.979	\$64,492	2.029	\$66,121

ARTICLE 42 - TEACHER SALARY SCHEDULES
CLINTON-MASSIE LOCAL SCHOOL DISTRICT
2013-2014 SCHOOL YEAR

0% to Base with Steps and 1% Bonus to those who don't move a Step

Step	BACH		BACH / 150		M. A.		M. A. + 15	
	Index	Salary	Index	Salary	Index	Salary	Index	Salary
0	1.000	\$32,588	1.038	\$33,826	1.095	\$35,684	1.145	\$37,313
1	1.042	\$33,957	1.085	\$35,538	1.147	\$37,378	1.197	\$39,008
2	1.084	\$35,325	1.132	\$36,890	1.199	\$39,073	1.249	\$40,702
3	1.126	\$36,694	1.179	\$38,421	1.251	\$40,768	1.301	\$42,397
4	1.168	\$38,063	1.226	\$39,953	1.303	\$42,462	1.353	\$44,092
5	1.210	\$39,431	1.273	\$41,485	1.355	\$44,157	1.405	\$45,786
6	1.252	\$40,800	1.320	\$43,016	1.407	\$45,851	1.457	\$47,481
7	1.294	\$42,169	1.367	\$44,548	1.459	\$47,546	1.509	\$49,175
8	1.336	\$43,538	1.414	\$46,079	1.511	\$49,240	1.561	\$50,870
9	1.378	\$44,906	1.461	\$47,611	1.563	\$50,935	1.613	\$52,564
10	1.420	\$46,275	1.508	\$49,143	1.615	\$52,630	1.665	\$54,259
11	1.462	\$47,644	1.555	\$50,674	1.667	\$54,324	1.717	\$55,954
12	1.504	\$49,012	1.602	\$52,206	1.719	\$56,019	1.769	\$57,648
15	1.546	\$50,381	1.649	\$53,738	1.771	\$57,713	1.821	\$59,343
20	1.588	\$51,750	1.696	\$55,269	1.823	\$59,408	1.873	\$61,037
25	1.630	\$53,118	1.743	\$56,801	1.875	\$61,103	1.925	\$62,732
27	1.672	\$54,487	1.790	\$58,333	1.927	\$62,797	1.977	\$64,426
30	1.714	\$55,856	1.837	\$59,864	1.979	\$64,492	2.029	\$66,121

ARTICLE 43 – SALARY PLACEMENT

In order to be counted towards placement on the Master's Plus Column of the salary scale, all hours must meet the following conditions:

A. Masters Plus

1. Hours must be earned from an accredited teacher education college or university recognized by the Ohio Department of Education.
2. The hours must be for course work taken in the areas in which a teacher has certification/licenses, the field of education, or areas of work toward alternate certification/licensure/endorsements (i.e., administration, guidance, etc.).
3. All hours must be taken and earned after the employee has received his/her Master's Degree.
4. Course work which does not meet any of the above conditions may be counted towards the Master's Plus Column if approved in advance by the Superintendent as qualifying for credit on the Master's Plus Column.
5. Said hours must be fifteen (15) semester hours or the equivalent quarter hours.

B. Movement Dates

1. A teacher who has accumulated enough hours to move to a new horizontal step at the start of the school year must file official transcripts with the Treasurer by September 10.
2. A teacher who has accumulated enough hours to move to a new horizontal step at the start of the second semester must file official transcripts with the Treasurer by January 10.

ARTICLE 44 - SUPPLEMENTAL SALARY SCHEDULES
2012 - 2014 Base Salary / \$32,588

<u>POSITION DESCRIPTION</u>	<u>YEARS EXPERIENCE</u>			<u>POSITION DESCRIPTION</u>	<u>YEARS EXPERIENCE</u>		
	<u>0 - 2</u>	<u>3 - 6</u>	<u>7+</u>		<u>0 - 2</u>	<u>3 - 6</u>	<u>7+</u>
<u>FOOTBALL</u>				<u>TRACK</u>			
Varsity Football	4,562	4,725	4,888	Varsity Boys Track	3,259	3,422	3,585
	0.140	0.145	0.150		0.100	0.105	0.110
H.S. Assistant Football # 1	3,096	3,259	3,422	Varsity Girls Track	3,259	3,422	3,585
	0.095	0.100	0.105		0.100	0.105	0.110
H.S. Assistant Football # 2	3,096	3,259	3,422	H.S. Assistant Track	2,118	2,281	2,444
	0.095	0.100	0.105		0.065	0.070	0.075
H.S. Assistant Football # 3	3,096	3,259	3,422	M.S. Boys Track	2,118	2,281	2,444
	0.095	0.100	0.105		0.065	0.070	0.075
H.S. Assistant Football # 4	1,629	1,792	1,955	M.S. Girls Track	2,118	2,281	2,444
	0.050	0.055	0.060		0.065	0.070	0.075
H.S. Assistant Football # 5	978	1,141	1,304	M.S. Assistant Track	1,629	1,792	1,955
	0.030	0.035	0.040		0.050	0.055	0.060
M.S. 8 th Grade Football	2,118	2,281	2,444	<u>BASEBALL</u>			
	0.065	0.070	0.075	Varsity Baseball	3,259	3,422	3,585
M.S. 7 th Grade Football	2,118	2,281	2,444		0.100	0.105	0.110
	0.065	0.070	0.075	Reserve Baseball	2,118	2,281	2,444
M.S. Assistant 8 th Grade FB	1,629	1,792	1,955		0.065	0.070	0.075
	0.050	0.055	0.060	H.S. Baseball Program	978	1,141	1,304
M. S. Assistant 7 th Grade FB	1,629	1,792	1,955	Assistant	0.030	0.035	0.040
	0.050	0.055	0.060	Freshman Baseball	1,629	1,792	1,955
M. S. Football Program Asst	978	1,141	1,304		0.050	0.055	0.060
	0.030	0.035	0.040	<u>SOFTBALL</u>			
Weight Room Fall (Sep-Nov)	978	1,141	1,304	Varsity Softball	3,259	3,422	3,585
Winter	0.030	0.035	0.040		0.100	0.105	0.110
Spring				Reserve Softball	2,118	2,281	2,444
Summer					0.065	0.070	0.075
Weight Room Asst.				H.S. Softball Program	978	1,141	1,304
Winter	652	815	978	Assistant	0.030	0.035	0.040
Spring	0.020	0.025	0.030	<u>VOLLEYBALL</u>			
<u>BASKETBALL</u>				Varsity Volleyball	3,259	3,422	3,585
Varsity Boys Basketball	4,562	4,725	4,888		0.100	0.105	0.110
	0.140	0.145	0.150	Reserve Volleyball	2,118	2,281	2,444
Reserve Boys Basketball	3,096	3,259	3,422		0.065	0.070	0.075
	0.095	0.100	0.105	Freshman Volleyball	1,629	1,792	1,955
Freshman Boys Basketball	2,118	2,281	2,444		0.050	0.055	0.060
	0.065	0.070	0.075	H.S. Volleyball Program	978	1,141	1,304
H.S. Boys Basketball	2,118	2,281	2,444	Assistant	0.030	0.035	0.040
Varsity Assistant	0.065	0.070	0.075	8 th Grade Volleyball	1,629	1,792	1,955
8 th Grade Boys Basketball	2,118	2,281	2,444		0.050	0.055	0.060
	0.065	0.070	0.075	7 th Grade Volleyball	1,629	1,792	1,955
7 th Grade Boys Basketball	2,118	2,281	2,444		0.050	0.055	0.060
	0.065	0.070	0.075	<u>GOLF</u>			
Varsity Girls Basketball	4,562	4,725	4,888	Varsity Boys Golf	2,118	2,281	2,444
	0.140	0.145	0.150		0.065	0.070	0.075
Reserve Girls Basketball	3,096	3,259	3,422	Varsity Girls Golf	2,118	2,281	2,444
	0.095	0.100	0.105		0.065	0.070	0.075
H.S. Girls Basketball	2,118	2,281	2,444	Reserve Girls Golf	1,582	1,740	1,898
Varsity Assistant	0.065	0.070	0.075		0.050	0.055	0.060
8 th Grade Girls Basketball	2,118	2,281	2,444	M.S. Girls Golf	1,629	1,792	1,955
	0.065	0.070	0.075		0.050	0.055	0.060
7 th Grade Girls Basketball	2,118	2,281	2,444	M.S. Boys Golf	1,629	1,792	1,955
	0.065	0.070	0.075		0.050	0.055	0.060

<u>YEARS EXPERIENCE</u>			
<u>POSITION DESCRIPTION</u>	<u>0 – 2</u>	<u>3 – 6</u>	<u>7+</u>
<u>CROSS COUNTRY</u>			
H.S. Cross Country	1,629	1,792	1,955
	0.050	0.055	0.060
M.S. Cross Country	652	815	978
	0.020	0.025	0.030
<u>TENNIS</u>			
Varsity Boys Tennis	2,118	2,281	2,444
	0.065	0.070	0.075
Varsity Girls Tennis	2,118	2,281	2,444
	0.065	0.070	0.075
<u>SOCCER</u>			
Varsity Boys Soccer	3,259	3,422	3,585
	0.100	0.105	0.110
Reserve Boys Soccer	2,118	2,281	2,444
	0.065	0.070	0.075
H.S. Boys Soccer	978	1,141	1,304
Program Assistant	0.030	0.035	0.040
Varsity Girls Soccer	3,259	3,422	3,585
	0.100	0.105	0.110
Reserve Girls Soccer	2,118	2,281	2,444
	0.065	0.070	0.075
H.S. Girls Soccer Program	978	1,141	1,304
Assistant	0.030	0.035	0.040
<u>SWIMMING</u>			
Varsity Swimming	2,118	2,281	2,444
	0.065	0.070	0.075
<u>WRESTLING</u>			
Varsity Wrestling	3,259	3,422	3,585
	0.100	0.105	0.110
Reserve Wrestling	2,118	2,281	2,444
	0.065	0.070	0.075
H.S. Wrestling Program	978	1,141	1,304
Assistant	0.030	0.035	0.040
M.S. Wrestling	1,629	1,792	1,955
	0.050	0.055	0.060
M.S. Wrestling Program	978	1,141	1,304
	0.030	0.035	0.040
<u>BOWLING</u>			
Bowling Coach	1,629	1,792	1,999
	0.050	0.055	0.060
<u>CHEERLEADING</u>			
Varsity Football	1,629	1,792	1,955
Cheerleading	0.050	0.055	0.060
Reserve Football	978	1,141	1,304
Cheerleading	0.030	0.035	0.040
M.S. Football Cheerleading	978	1,141	1,304
	0.030	0.035	0.040
H.S. Basketball	2,118	2,281	2,444
Cheerleading	0.065	0.070	0.075
Freshman Basketball	978	1,141	1,304
Cheerleading	0.030	0.035	0.040
M.S. Basketball	1,629	1,792	1,955
Cheerleading	0.050	0.055	0.060

<u>YEARS EXPERIENCE</u>			
<u>POSITION DESCRIPTION</u>	<u>0 – 2</u>	<u>3 – 6</u>	<u>7+</u>
<u>FALCONETTES</u>			
H.S. Falconettes	1,629	1,792	1,955
	0.050	0.055	0.060
M.S. Falconettes	978	1,141	1,304
	0.030	0.035	0.040
<u>ATHLETIC SUPERVISORS</u>			
M.S. Athletic Director	3,096	3,259	3,422
	0.095	0.100	0.105
Fall Sports Coordinator	2,118	2,281	2,444
	0.065	0.070	0.075
Winter Sports Coordinator	2,933	3,096	3,259
	0.090	0.095	0.100
<u>MUSIC/DRAMA</u>			
H.S. Band Director	4,562	4,725	4,888
	0.140	0.145	0.150
Assistant Band Director	3,096	3,259	3,422
	0.095	0.100	0.105
Bank Program Assistant	978	1,141	1,304
	0.030	0.035	0.040
Flag Corp	1,629	1,792	1,955
	0.050	0.055	0.060
Winter Guard	1,629	1,792	1,955
	0.050	0.055	0.060
Jazz Band/Pep Band	1,629	1,792	1,955
	0.050	0.055	0.060
Winter Drum Line	2,118	2,281	2,444
	0.065	0.070	0.075
Winter Drum Line Program	978	1,141	1,304
Assistant	0.030	0.035	0.040
H.S./M.S. Chorus	3,259	3,422	3,585
	0.100	0.105	0.110
Drama	3,259	3,422	3,585
	0.100	0.105	0.110
Drama Assistant 1	978	1,141	1,304
	0.030	0.035	0.040
Drama Assistant 2	978	1,141	1,304
	0.030	0.035	0.040
<u>ACADEMIC ADVISORS</u>			
Robotics Coach	1,629	1,792	1,955
	0.050	0.055	0.060
M.S. Academic Club	652	815	978
	0.020	0.025	0.030
H.S. Key Club	2,118	2,281	2,444
	0.065	0.070	0.075
National Honor Society	1,629	1,792	1,955
	0.050	0.055	0.060
National Jr. Honor Society	652	815	978
	0.020	0.025	0.030
Quick Recall	1,629	1,792	1,955
	0.050	0.055	0.060
Project Outreach	978	1,141	1,304
	0.030	0.035	0.040
Power of the Pen	652	815	978
	0.020	0.025	0.030

YEARS EXPERIENCE
POSITION DESCRIPTION 0-2 3-6 7+

ACADEMIC ADVISORS (con't)

Power of the Pen	652	815	978
	0.020	0.025	0.030
Yearbook (as a Class)	1,629	1,792	1,955
	0.050	0.055	0.060
Yearbook	3,096	3,259	3,422
	0.095	0.100	0.105
M. S. Yearbook	652	815	978
	0.020	0.025	0.030
Chess Club Supervisor	652	815	978
	0.020	0.025	0.030

NEWSPAPER

Massie Quarterly (as a Class)	1,629	1,792	1,955
	0.050	0.055	0.060
Massie Quarterly	3,096	3,259	3,422
	0.095	0.100	0.105
Falcon Press	652	815	978
	0.020	0.025	0.030

CIVIC ADVISORS

H.S. Student Council	1,629	1,792	1,955
	0.050	0.055	0.060
M.S. Student Council	652	815	978
	0.020	0.025	0.030
Head Freshman Class Advisor	196		
	0.006		
Head Sophomore Class Advisor	196		
	0.006		
Head Junior Class Advisor	1,629		
	0.050		
Junior Class Prom Advisor	978		
	0.030		
Junior Class Advisor	196		
	0.006		
Head Senior Class Advisor	652		
	0.02		
Senior Class Advisor	196		
	0.006		
SADD/Teen Institute	978	1,141	1,304
	0.030	0.035	0.040
Drug Free Coordinator	652	815	978
	0.020	0.025	0.030
NCA Chair	1,629	1,792	1,955
	0.050	0.055	0.060
Assistant NCA Chair	652	815	978
	0.020	0.025	0.030
Community Resource Director	978	1,141	1,304
	0.030	0.035	0.040

YEARS EXPERIENCE
POSITION DESCRIPTION 0-2 3-6 7+

EXTRA WORK

Curriculum & Textbook/LPDC 0.00075	24.44
Detention Supervisor – (H.S. & M.S. Combined) 0.00075	24.44
Tutor 0.00051	16.62
Saturday School 0.00075	24.44
Detention Supervisor –one school only 0.00051	16.62
Virtual Learning Academy (VLA)	\$100 per student per ½ VLA credit hour

ARTICLE 45 – DIRECT DEPOSIT

- A. All payroll shall be made by direct deposit beginning with the first pay period during the fiscal year 2015.

ARTICLE 46 – TUITION REIMBURSEMENT

The Board shall provide for teachers a sum of 150% of the BA Step 0 Salary Rate annually for tuition reimbursement for course work which is related to the member's teaching field. Course work which is not related to the member's teaching field will not be reimbursed unless approved by the Superintendent.

Reimbursement shall not exceed 50% of the cost of tuition. If requested reimbursement exceeds available funds, reimbursement shall be dispersed equally among applicants up to 50% of the cost of tuition.

One-fourth (1/4th) of the amount of the fund (rounded to the nearest dollar) shall be available for Fall semester tuition cost reimbursement (courses completed prior to February 1), one-fourth (1/4th) of the amount of the fund (rounded to the nearest dollar) shall be available for Winter/Spring tuition reimbursement (courses completed prior to June 1) and one-half (1/2) of the amount of the fund (rounded to the nearest dollar) shall be available for Summer session courses (courses completed by September 1). Unused money from the fall and spring/winter semester shall be added to the money available during the summer. Unused money from the summer session shall not be carried forth to the following year. Unused money from the summer session shall be redistributed, if less than 50% was paid during the fall and spring/winter semesters.

Only course offerings from a college or university, or extension thereof, will be accepted unless approved by the Superintendent.

Unless approved by the Superintendent, tuition for undergraduate courses will not be reimbursed unless there is a direct relationship to the current teaching responsibility of the member.

Application for reimbursement shall be made to the Superintendent prior to starting the course work each quarter/semester.

Reimbursement for summer sessions is contingent upon the member returning to the district for another year of service. Reimbursements for credit shall be made three times annually. Proof of credit (grade card and receipt of payment) must be submitted to the Superintendent by September 1 for Summer courses, February 1 for Fall courses, or June 1 for Winter/Spring courses. Members who qualify shall receive reimbursement within 20 calendar days after these submission deadlines. Proof of credit submitted after these deadlines shall be reimbursed according to the next submission deadline.

Reimbursement will not be made for grades lower than a "B". Reimbursement will be made for successfully completed courses taken for "credit" (if ungraded). No reimbursement shall be made where tuition is paid by scholarship, fellowship or grant.

College credits earned by certified personnel that may qualify them for the next salary bracket must be filed in the office of the Superintendent on or before September 10 and on or before January 10 in order to receive the next salary increment for the current school year.

ARTICLE 47 – ASSOCIATION STIPENDS

1. Upon written request by the Association to the District Treasurer, the following Officers shall be paid an annual stipend by the Board in the amounts listed below. One half (1/2) of the stipend shall be paid to Officers to coincide with the November supplemental contract payments. And the remaining one half (1/2) thereof shall be paid to said Officers to coincide with the June supplemental contract payments. The Association shall notify the District Treasurer of the individuals who hold the following Officer positions by October 1st of each year. The Board shall not be required to make any stipend payments if more than two individuals hold one Officer position.

President – a stipend in an amount equal to the total cost of annual unified dues.

Vice President – a stipend in an amount equal to 0.25 times the cost of annual unified dues.

Negotiations Chairperson – during the year leading up to and including negotiations year, a stipend in an amount equal to the total cost of annual unified dues.

Secretary - a stipend in an amount equal to 0.25 times the cost of annual unified dues.

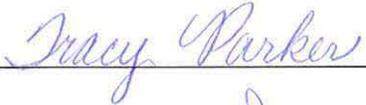
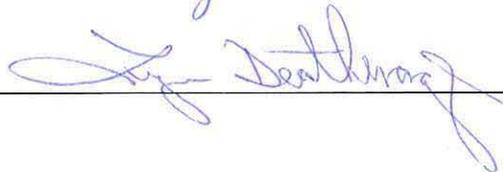
Treasurer – a stipend in an amount equal to 0.5 times the cost of annual unified dues.

2. The Board shall deduct/withhold all applicable federal, state, and city income tax, and the total cost of STRS contributions from said stipends.
3. The Association shall reimburse the Board for the cost of the stipends, including the Board's share of payments to STRS, workers' compensation, and Medicare. Payment will be sent from the Association to the Board two weeks prior to the pay date.

ARTICLE 48 – DURATION OF AGREEMENT

This contract shall commence on August 1, 2012 and expire on July 31, 2014.

CLINTON-MASSIE BOARD OF EDUCATION

 SUPERINTENDENT
 TREASURER
 BOARD PRESIDENT

CLINTON-MASSIE EDUCATION ASSOCIATION

 CMEA CO-PRESIDENT
 CMEA CO-PRESIDENT
 CMEA NEGOTIATING TEAM MEMBER

APPENDIX A
Step One

CLINTON-MASSIE LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Step One (Principal)

DATE: _____

NAME OF GRIEVANT: _____

ASSIGNMENT: _____ BUILDING: _____

Statement of grievance and relief sought (state specific provision involved):

The situation leading directly to the filing of this grievance occurred on or about: _____

Request hearing with Principal: Yes _____ No _____

Signature of Grievant _____

Hearing Date: _____

STEP ONE RESPONSE:

Signature of Principal: _____

Date: _____

C: Grievant
Association President

APPENDIX A
Step Two

CLINTON-MASSIE LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Step Two (Superintendent)

The purpose of this form is to appeal the grievance to Level Three, Superintendent.

Date of written appeal: _____
(Filed within five [5] business days of receipt of decision at Step One)

Attach a completed copy of the Grievance Form, Step One.

Request hearing with Superintendent? Yes _____ No _____

Signature of Grievant: _____

Hearing Date: _____

STEP TWO RESPONSE: _____

Signature of Superintendent: _____

Date: _____

C: Grievant
Principal
Association President

APPENDIX A
Step Three

CLINTON-MASSIE LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Step Three (Mediation)

The purpose of this form is to appeal the grievance to Level Three, Mediation. This request shall be sent to the Superintendent.

Date of Notice: _____
(Filed within five [5] business days of receipt of decision at Step Two)

Attach copies of Steps One and Two Grievance Forms.

Signature of Grievant: _____

Hearing Date: _____

STEP THREE RESOLUTION (if applicable):

Signature of Grievant: _____

Date: _____

Signature of Superintendent: _____

Date: _____

- C: Grievant
- Superintendent
- Principal
- Association President

APPENDIX A
Step Four

CLINTON-MASSIE LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

Step Four (Arbitration)

The purpose of this form is to submit the grievance to Level Four, Arbitration. Appeal shall be sent to the Superintendent.

Date of Notice: _____
(Filed within five [5] business days of deadline for Step Two response or within five [5] days of the date that mediation pursuant to Step Three is not agreed upon or successful)

Attach copies of Steps One and Two Grievance Forms.

Signature of Grievant: _____

- C: Grievant
- Superintendent
- Principal
- Association President

APPENDIX B

CLINTON-MASSIE LOCAL SCHOOL DISTRICT

Internal Substitution Form

_____ WAS ASSIGNED BY THE BUILDING
[Name of Teacher]

PRINCIPAL TO SUBSTITUTE FOR _____ ON

_____ DURING _____
[Date] [Time or Period]

Signatures:

Building Principal Date Teacher Date

Original: Treasurer
C: Principal
Teacher

APPENDIX C

CONTINUING CONTRACT APPLICATION (Due to Superintendent by October 1)

Name _____ Building Assignment _____

Years in District _____ Total Years of Experience _____

Type of Certificate/License currently held _____

Please circle appropriate level of education:

Masters MA+15

Did you have Continuing contract status in your previous employment? _____

ELIGIBILITY REQUIREMENTS

Clinton-Massie School District requires three evaluations as outlined in **Article 23 – Evaluation** for teachers requesting a continuing contract.

The requirements of the Ohio Revised code are printed below.

Service Requirement: Requires the teacher to have taught within the district for at least **three (3)** out of the last **five (5) years**. Exception: Those teachers who, prior to their employment within the district, had attained continuing contract status in some other district. For these teachers, continuing contract eligibility begins after **two (2) years** of service within the district. They may begin at some sooner date, if the Superintendent of schools so recommends.

OHIO REVISED CODE

§ 3319.08 Teacher employment and re-employment contracts.

- (B) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:
- (1) Any teacher holding a professional, permanent, or life teacher's certificate;
 - (2) Any teacher holding a professional educator license who has completed the applicable one of the following:
 - (a) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or 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 such certificate or license, as specified in rules which the state board of education shall adopt;
 - (b) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or 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 such certificate or license, as specified in rules which the state board of education as shall adopt. This section applies only to contracts entered into after August 18, 1969.

APPENDIX D

**Clinton Massie School District
Proposal for Supplemental Position**

Check one: ___ New ___ Reinstatement ___ Revision
Date Submitted: _____

New supplemental positions, reinstatement of suspended supplemental positions or revisions to existing supplemental positions may be proposed. Positions proposed for a building activity must be submitted to the Principal of the building; for a district wide position, submit this form to the Superintendent by April 1. Proposals submitted to the Principal shall be forwarded to the Superintendent within ten working days. The Supplemental Review Committee shall then meet to determine either approval or disapproval of the position. Approved positions will be posted and filled consistent with the current master agreement.

Please provide all information listed below. Incomplete applications will not be considered.

Position Title: _____ Building(s): _____

Activity Purpose: _____

Job Responsibilities: _____

Time Requirements: _____ Number of hours beyond the contract day per week
_____ Number of weeks per year
_____ Number of weekends/holidays
_____ Number of engagements/performances

Is release time or class time provided within the school day? _____ Yes _____ No
If yes, specify the number of hours per day _____ and the number of days per year _____.

Administrative Responsibilities:

- | | |
|------------------------------|------------------------------|
| _____ Collect fees/money | _____ Student eligibility |
| _____ Conduct fundraisers | _____ Supervise Staff |
| _____ Public Relations/Media | _____ Community partnerships |
| _____ Equipment/Uniform | _____ Camps |
| _____ Facility Preparation | _____ Scheduling |
| _____ Maintain fund records | |

APPENDIX D

Estimate Number of Student Participants: _____ Other Staff Supervised _____

Required training/experience/qualifications: _____

Pre-Season Responsibilities: _____

Post-Season Responsibilities: _____

I certify that the above information is accurate and complete to the best of my knowledge.

Proposal submitted by: _____ Date: _____

Sponsoring Group: _____ Phone No. _____

Review Committee Recommendation: _____ Approve _____ Deny

Committee Level Score:	_____	Position
	_____	Number of Students
Total: _____	_____	Number of Hours
	_____	Number of Engagements/Activities
	_____	Release time provided within school day

Reasons for Disapproval:

Disapprovals may be appealed within ten working days of the Review Committee's decision by submitting an attachment to this form that addresses the reasons for disapproval.

Signature of Superintendent

Date

Appeal: _____ Approved _____ Denied

Appeal Denial Reasons:

Signature of Superintendent

Date

APPENDIX E

COACH EVALUATION FORM

Coach Name: _____
 Sport: _____
 School Year: _____

RATING SCALE: 5 = Satisfactory, I = Improvement Needed, U = Unsatisfactory, NA Not Applicable
 S I U NA

I PROFESSIONAL AND PERSONAL RELATIONSHIPS		S	I	U	NA
A Cooperates with the Athletic Director in regard to:					
	1 Participants List				
	2 Physical Cards				
	3 Signed Contract with Student/Parent				
	4 Emergency Medical Forms				
	5 Insurance Waivers				
	6 Coach Rule Booklet including team behavior expectations, rules, criteria for varsity letter, violation consequences.				
	7 Schedules facility usage/practices				
	8 Equipment Inventory & Issue Record				
	9 Season End Checkout				
	a "Needs" list for coming season by 11/20, 3/20, 5/20				
	b Schedule with win/loss record, game scores, team stats				
	c Scorebook				
	d Videos returned				
	e Equipment				
	1 Cleaned				
	2 Stored				
	3 Recollection Accountability				
	4 Completed Inventory / with Condition				
B Cooperates with maintenance personnel in care of sports areas					
	1 Equipment stored properly				
	2 Area cleaned up for maintenance responsibilities				
	3 Lights off/ Doors locked at conclusion of practices/games				
	4 Team stays with coach until practice begins				
	5. Coach stays with team members until members have left premises after games/practices.				
C Rapport with other coaching staff members					
D Public Relations – Cooperates with:					
	1 Media				
	2 Boosters				
	3 Administration				
	4 Assistant Coaches				
	5 Parents				
E Carries out policies of the Athletic Department/Board of Education					
F Accepts and implements decisions of the Athletic Department					
G Maturely accepts criticism and/or recognition					
H Sideline conduct at games toward players, officials, fans, etc.					
I Encourages students to participate in the Athletic Program					
J Promotes athletes who want to continue the sport in college					
K Respects and supports other coaches and athletes during their sports seasons.					
L Keeps the Athletic Director and Principal informed of any or all problems before, during or after all sporting events/ practices.					

COACHING PERFORMANCE					
A	Sets an appropriate example at all times while with athletes, demonstrates good sportsmanship, character, integrity				
B	Provides proper supervision and administration of:				
	1 Locker Rooms				
	2 Bus Transportation				
C	Has control over team and individual discipline				
D	Prompt for practice sessions				
E	Shows good judgment in coaching responsibilities and decisions				
F	Has appropriate dress at practice and games				
G	Shows (verbal, physical, psychological) respect for athletes/opponents				
H	Knowledge of:				
	1 The Sport				
	2 Eligibility requirements and rules				
	3 The bylaws of the OHSAA and the League & Updates				
I	Develops a well organized practice schedule which utilizes staff and team to its maximum potential.				
J	Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching, develops game plans				
K	Enhances the knowledge of the game through clinics, camps, scouting, etc.				
L	Refrains from notifying Booster of needs without the consent of the Athletic Director.				
M	Follows proper procedures for purchase of equipment/reimbursement				
N	Follows proper procedure in evaluating assistant coaches				
O	Carries emergency medical form copies to events				
P	Provides safe place for storage of valuables during practices/games				
Q	Provides lists of students to Athletic Director and staff two days prior to special events such as tournaments within the school day				
R	Pre-Season Planning				
S	Willing to devote time and energy to coaching duties				
T	Ability to motivate players and coaches toward desired goals.				
U	Changes in practices or game schedules are provided to students and parents in a timely manner when possible				

Comments about areas of concern or the season/year in general:

Performance in this Assignment:

- _____ Satisfactory – To be recommended for continued assignment
- _____ Probationary – To be recommended for reassignment, provided an understanding can be reached in areas where improvement is needed. (See comments section above)
- _____ Unsatisfactory – Not to be recommended for reassignment.

_____ Evaluator's Signature _____ Date

_____ Coach's Signature _____ Date

Signature of coach is only to show that the coach has reviewed the evaluation, but does not necessarily agree with the statements made by the evaluator.

_____ A rebuttal will be filed and attached to evaluation.

APPENDIX E

ADVISOR EVALUATION FORM

Advisor Name: _____

Activity: _____

School Year: _____

RATING SCALE: 5 = Satisfactory, I = Improvement Needed, U = Unsatisfactory, NA Not Applicable

		S	I	U	NA
I PROFESSIONAL AND PERSONAL RELATIONSHIPS					
A Cooperates with the Supervisor In regard to:					
	1 Participants List				
	2 Maintains accurate financial records				
	3 Signed Contract with Student/Parent				
	4 Emergency Medical Forms				
	5 Activity Rule Booklet including student behavior expectations, rules, and criteria for violation consequences				
	6 Schedules facility usage/practices/events				
	7 Equipment Inventory & Issue Record				
	8 Season End Checkout				
	a "Needs" list for coming season by 11/20, 3/20, 5/20				
	b. Equipment – completed Inventory with condition and stored properly				
B Cooperates with maintenance personnel in care of utilized facilities					
	1 Equipment stored properly after events				
	2 Area cleaned up for maintenance responsibilities				
	3 Lights off/ Doors locked at conclusion of practices/events				
	4 Students stay with advisor until practice/event begin/end				
	5 Advisor stays with students until all have left premises after events/practices.				
C Rapport with other coaching staff members					
D Public Relations – Cooperates with:					
	1 Media				
	2 Administration				
	3 Assistants / Staff				
	4 Parents				
E Carries out policies of the Board of Education					
F Accepts and implements decisions of the Supervisor					
G Maturely accepts criticism and/or recognition					
H Encourages students to participate in the Activity					
I Keeps the Principal/Supervisor informed of any or all problems before, during or after all practices/activities.					

		S	I	U	NA
II ADVISOR PERFORMANCE					
A Sets an appropriate example at all times while with students, demonstrates good sportsmanship, character, integrity					
B Provides proper supervision and administration of:					
	1 Areas utilized in the school				
	2 Bus Transportation				
C Has control over participants discipline					
D Prompt for practice sessions					

E	Shows good judgment in advisor responsibilities and decisions				
F	Has appropriate dress at practices and events				
G	Shows (verbal, physical, psychological) respect for students / visiting participants				
H	Knowledge of:				
	1 The Activity				
	2 Eligibility requirements and governing rules				
	3 The bylaws of the OHSAA and the League/Activity & Updates				
I	Develops a well organized practice schedule which utilizes staff and students to their maximum potential.				
J	Rapport with students				
K	Enhances the knowledge of the activity through additional training/workshops				
L	Follows proper procedures for purchase of equipment/reimbursement for mileage, etc.				
M	Follows proper procedure in evaluating assistants				
N	Carries emergency medical form copies on field trips				
O	Provides safe place for storage of valuables during practices/meetings/activities				
P	Provides lists of students to Supervisor and staff two days prior to special events within the school day				
Q	Willing to devote time and energy to duties				
R	Ability to motivate students toward desired goals				
S	Changes in practices or game schedules are provided to students and parents in a timely manner when possible				

Comments about areas of concern or the season/year in general:

Performance in this Assignment:

- _____ Satisfactory – To be recommended for continued assignment
- _____ Probationary – To be recommended for reassignment, provided an understanding can be reached in areas where improvement is needed. (See comments section above)
- _____ Unsatisfactory – Not to be recommended for reassignment.

_____ Evaluator's Signature _____ Date

_____ Advisor's Signature _____ Date

Signature of advisor is only to show that the advisor has reviewed the evaluation, but does not necessarily agree with the statements made by the evaluator.

_____ A rebuttal will be filed and attached to evaluation. _____

Clinton-Massie High School **Flexible Credit Application**

Student Information

Student Name: _____

Date: _____

Student ID number: _____

Current Grade Level: _____

To the STUDENT:

Please read the following statements and then initial next to the statements indicating that you understand the policies. I understand that:

_____ If my credit flexibility proposal is accepted, I will earn a letter grade (A, B, C) for the course. (Circle 1)

_____ The grade that I earn will appear on my transcript, regardless of the final grade.

_____ Credit will be granted at the end of each CMLSD calendar year for all flexible credit courses.

_____ I am requesting weighted credit through my flexible credit course.

_____ I may not drop a flexible credit course after the drop date.

_____ Academic honesty rules apply just as they do in a traditional class setting.

_____ Many traditional classes are offered during the school year at Clinton-Massie High School and I have discussed with my guidance counselors how the outcome of this flexible credit class will impact any traditional classes I subsequently take and/or my ability to schedule other courses.

_____ I must meet attendance requirements set forth by my plan.

_____ I am not to be in the building during times that I am not scheduled for a traditional class unless I have a scheduled appointment with teachers, counselors, or administrators regarding my flexible credit course.

_____ I am responsible for meeting graduation requirements.

_____ I am responsible for ensuring that I have met graduation requirements by established deadlines to participate in senior graduation.

Your signature indicates that you have discussed the above statements with your parents, understand the commitment you are endeavoring to make, and agree to the policies set forth by Clinton-Massie Local Schools.

Signature of Student

Date

PARENTS/GUARDIANS PLEASE COMPLETE THE BACK OF THIS FORM

To the PARENT/GUARDIAN of the student submitting a flexible credit proposal:

Please read and discuss the above policies with your student. Your signature indicates that you have read the above statements and agree to the policies set forth by Clinton-Massie High School. Your signature also relieves the school of any liability for your son/daughter during times in which your student is not required to be at school due to this flexible credit proposal, should it be accepted.

Signature of Parent/Guardian

Date

Signature of Principal

Date

Flexible Credit Proposal

Name of Course: _____

Begin Date: _____

End Date: _____

Progress Checkpoints (Circle One): 2 weeks 4 weeks 8 weeks Other: _____

Adult Supervisor(s) or Mentor(s): _____

Method of achieving credit (Check All That Apply):

Complete Coursework

Online Class through (name of institute) _____

Independent Study

College/University Course (name of institute) _____

Other (Please Specify) _____

Explanation of the methods for achieving credit:

Timeline for achieving credit and checkpoints (Be specific):

Methods for demonstrating mastery for credit (You must select at least three):

- Project(s)
- Tests/Quizzes
- Performance Indicators (PIs)
- Labs (must be selected if a lab based course)
- Internship
- Research Paper/Project
- Portfolio
- Final Exam
- Culminating Project
- Other (Please Specify):

Resources requested of Clinton-Massie Local Schools:

Support services requested of Clinton-Massie Local Schools if on an IEP or 504:

Each course has a series of benchmarks that are addressed throughout the course. Please attach a paper to this application explaining how your proposal meets each of the benchmarks for the course. Benchmarks for each course may be obtained from the Guidance Department.

FOR OFFICE USE ONLY

To be completed by CMHS

Date Application Submitted: _____

During school hours: YES NO

Received by: _____
(Administrator/Counselors)

Off-site location _____

Submission Approval: Approved Denied

Reason(s) for Denial of Submission:

Resubmission Date: _____

Approved Flexible Credit Proposal Information

Drop date for flexible credit course: _____

Just as with a traditional course, students may not drop a flexible credit course after the drop date

Final Grade for Flexible Credit Course: _____

Please attach all artifacts for the course.

Notes:

APPENDIX G

CERTIFICATE

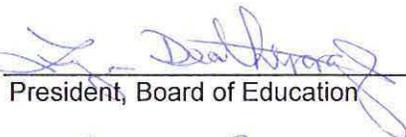
Section 5705.412, RC

In the matter of:

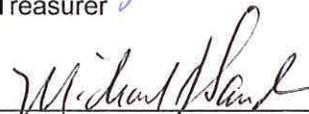
IT IS HEREBY CERTIFIED that the CLINTON-MASSIE SCHOOL DISTRICT BOARD OF EDUCATION, CLINTON COUNTY, OHIO, has sufficient funds to meet the contract agreement obligation, payment or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to operate an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number of days instruction was held or is scheduled for the current fiscal year.

DATED: August 30, 2013

CLINTON-MASSIE SCHOOL DISTRICT

BY 
President, Board of Education

BY 
Treasurer

BY 
Superintendent of Schools

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