

K# 29732

1645-01  
13-MED-04-0536

13 AUG 19 P 2:23

**MASTER AGREEMENT**

**BETWEEN**

**COVINGTON EXEMPTED VILLAGE SCHOOLS**

**AND THE**

**COVINGTON EDUCATION ASSOCIATION**



**AUGUST 1, 2013 --- JULY 31, 2014**

49

## TABLE OF CONTENTS

Preamble.....	iii
Article I – Recognition & Negotiations .....	1
Section 1. Recognition .....	1
Section 2. Negotiations.....	1
Section 3. Management Rights.....	1
Section 4. Association Rights.....	2
Section 5. Board Policy Book .....	2
Article II – Payroll Deductions/Continuing Membership .....	3
Section 1. Deductions .....	3
Section 2. Payday Procedure .....	3
Section 3. Supplemental Contract Payments.....	3
Article III – Working Conditions .....	4
Section 1. Personnel Files.....	4
Section 2. Work Day.....	4
Section 3. Work Year .....	4
Section 4. Planning Time.....	5
Section 5. Internal Substitution Rate.....	5
Section 6. Evaluation Procedure .....	5
Section 7. Job Descriptions .....	5
Section 8. School Calendar .....	5
Section 9. Student Teacher .....	6
Section 10. Progressive Discipline Procedures .....	6
Section 11. Special Education.....	7
Section 12. Response to Intervention (R.T.I.).....	7
Section 13. Health & Safety.....	8
Article IV – Professional Staff Member Contract.....	8
Section 1. Limited Contracts.....	8
Section 2. Continuing Contract.....	9
Section 3. Supplemental Contracts .....	9
Section 4. Termination and Non-Renewal .....	9
Article V – Vacancies and Change in Assignments .....	10
Section 1. Seniority .....	10
Section 2. Definition of Vacancy .....	11
Section 3. Notification of Vacancies.....	11
Section 4. Notification of Change in Assignment .....	11
Section 5. Reduction in Professional Staff.....	12

Article VI – Salary and Fringe Benefits .....	14
Section 1. Salary .....	14
Section 2. Insurance.....	14
Section 3. Severance Pay .....	16
Section 4. Mileage.....	16
Section 5. Coursework Reimbursement .....	16
Section 6. National Board Certification .....	17
Section 7. Licensure Fees .....	17
Section 8. Criminal Background Checks.....	17
Article VII - Leaves .....	17
Section 1. Leaves of Absence with Pay.....	17
Section 2. Leaves of Absence without Pay .....	21
Section 3. Family and Medical Leave .....	22
Section 4. Donation of Sick Leave for Catastrophic Illness or Injury .....	22
Article VIII -Grievance Procedure .....	23
Section 1. Purpose .....	23
Section 2. Definition .....	23
Section 3. General Provisions .....	24
Section 4. Time Limits .....	24
Section 5. Procedure.....	25
Article IX- Miscellaneous .....	26
Section 1. Conflict with Law or Regulation.....	26
Section 2. Mentor Program.....	26
Section 3. Intellectual Properties .....	27
Section 4. Labor Management Council.....	27
Section 5. Master Teacher .....	27
Section 6. Technology Utilization Provision .....	28
Article X - Fair Share Fee .....	28
Article XI- Duration .....	30
Salary Schedule 2013-14.....	31
Extracurricular Salary Schedule.....	32-35
Forms .....	36-42
Index.....	45

## **PREAMBLE**

The Board of Education of the Covington Exempted Village School District, hereinafter the "Board", is charged with the responsibility of providing the most effective educational program possible with the resources of the district.

The Board recognizes that the development and operation of educational programs of the highest quality is a responsibility that requires cooperation between the Board, administrative staff and professional staff.

It is the purpose of this document to establish and describe a working relationship between the Board and the Covington Education Association, hereinafter the "Association", an affiliate of the Ohio Education Association and the National Education Association, as representative of the professional staff.

## ARTICLE I - RECOGNITION AND NEGOTIATIONS

### SECTION 1. RECOGNITION

- A. The Board recognizes the Association as the exclusive representative through which the professional staff negotiates matters relating to salaries, fringe benefits, and other terms and conditions of employment.
- B. The professional staff includes classroom teachers, traveling teachers, school nurses, guidance counselors, special area teachers, LD tutors, department heads, and other similar employees, certificated/licensed by the Ohio Department of Education, employed on a full-time, part-time, or hourly basis by the Board. Professional staff does not include aides or paraprofessionals.
- C. Professional Staff Members shall herein after be referred to as PSMs.
- D. It also recognizes that the PSM retains his/her right to express his/her views to the Board. Individuals may present their views and recommendations to the Board at regularly scheduled meetings of the Board or in conference with the Superintendent or his/her designated representative.

### SECTION 2. NEGOTIATIONS

- A. Either party desiring to negotiate a successor contract may, no sooner than April 1st and no later than May 1st, prior to the expiration date, serve on the other party and the State Employment Relations Board, a Notice to Negotiate.
- B. Either party may request in writing at least 60 days before the expiration of this agreement expires notice of the desire to negotiate. The parties then shall schedule within fifteen (15) days a future initial bargaining session to exchange proposals. The parties shall schedule future meetings as necessary until either a settlement is reached or impasse is declared by either party.
- C. Every effort will be made to jointly write press releases regarding the progress of negotiations.
- D. In the event negotiations are not completed within sixty (60) days of the first meeting and no further progress can be made, either party may declare impasse. The parties shall request a mediator from the Federal Mediation Conciliation Services (FMCS) whose rules and regulations shall govern the mediation process. The cost of such mediation, if any, shall be borne equally by the Board and the Association.
- E. Unless terminated or amended by negotiations, these procedures and terms thereof governing its application and interpretation will remain in force so long as the Association is the duly recognized exclusive bargaining agent for the professional staff of the Board.

### SECTION 3. MANAGEMENT RIGHTS

The Association recognizes the Board as the locally elected body charged with the establishment of policy for public education in the Covington Exempted Village School District and as the employer of all personnel of the district. The Association further recognizes that the Board shall have the responsibility for the management and control of all the schools in the district and is delegated with the responsibility of making the rules and regulations by which the district will be governed. The Association further recognizes that the Board has authority in matters concerning supervision, evaluation, suspension, discipline, layoff, termination, and hiring, and transfer/changes in assignment of all PSMs except as limited by this contract.

#### **SECTION 4. ASSOCIATION RIGHTS**

The following sole and exclusive rights shall be granted to the Association.

- A. The Board shall deduct from the PSM's salaries unified Association due, assessments and/or fees.
- B. The members of the Association collectively (not each individual member) shall be granted seven (7) paid days per year for Association activities. Such leave may be used in one-half or full day increments.
- C. The Association President shall be provided with the Board's agenda, approved minutes, and any other documents at the same time the documents are sent to the Board members.
  - 1) A synopsis of the Board's meeting shall be posted in each building within two (2) working days.
- D. The Association shall be permitted to make announcements at general staff meetings, building meetings, and total staff meetings at the end of such meetings.
- E. The Association shall have access to a bulletin board space (no smaller than 4 ft x 4 ft) in each building for Association purposes only, employee mailboxes, inter-office mail and electronic communication consistent with the District's Acceptable Use Policy.
  - 1. Any Board postings relating to PSM's shall be posted on the designated Association bulletin boards.
- F. The Association may hold meetings with members at any time outside the student day, but during the teacher workday, twice each month. The Association will be allotted one (1) hour to meet with the membership on the first and last day of the work year.
- G. The Board will pay the cost of producing and distributing the Agreement to all PSMs. The Association shall receive ten (10) additional copies. Additional copies will be available at the Board's printing cost. New hires shall be provided a hard copy of the current Master Agreement at the orientation meeting or upon hire.
- H. The Board shall furnish the Association information related to its financial and educational operation. Such information shall be provided to the Association within ten (10) calendar days of the receipt of the Association's request.

#### **SECTION 5. BOARD POLICY BOOK**

- A. The Board Policy shall be available to all employees on line at [www.covington.k12.oh.us](http://www.covington.k12.oh.us).
- B. The Association President shall be provided with one (1) complete and current copy of the Board policy book by September 1st of each work year. Any subsequent amendments and additions shall be provided no later than one (1) week after Board adoption. Any final, clean copies from NEOLA will be forwarded to the Association President upon receipt by the Superintendent.

## **ARTICLE II - PAYROLL DEDUCTIONS/CONTINUING MEMBERSHIP**

### **SECTION 1. DEDUCTIONS**

- A. Deductions shall be provided without cost to PSMs for UEP (United Education Profession) dues. (CEA, WOE, OEA, NEA)
- B. Deductions of dues will be in 18 equal installments beginning with the first pay in October. Dues deducted each month will be forwarded to the Association Treasurer on the last payday in that month.
- C. This authorization shall continue in effect until such a time that said PSM gives written notice to the Association and to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
- D. A representative of the Association shall have access at reasonable times to the record of authorizations and cancellations kept by the Treasurer.
- E. The Association agrees to indemnify and save the Board harmless against any and all claims that may arise out of or by reason of action taken by the Board in reliance upon any authorization for dues deduction submitted by the Association.

### **SECTION 2. PAYDAY PROCEDURE**

- A. Annual salaries for PSMs will be distributed in twenty-six (26) equal installments through direct deposit. If a PSM's bank does not have electronic deposit as a service to the PSM, the PSM will be paid by a payroll check.
- B. Payday shall be on Fridays.
- C. See Addendum F for the list of pay dates.

### **SECTION 3. SUPPLEMENTAL CONTRACT PAYMENTS**

- A. Supplemental contract payments may be issued in one-third (1/3) installments on regular pay dates during the course of the PSM's supplemental duties.
- B. PSMs having year long duties starting before the commencement of the school year shall have the option of receiving supplemental payments in twenty-six (26) equal installments with the regular pay checks.
- C. To be eligible for the twenty-six (26) week option as set forth in paragraph B, the PSM must notify the Treasurer's office by August 10th in writing.
- D. PSMs who have supplemental duties during the school year shall have the option of receiving pay for such duties in one lump sum payment; said lump sum payment to be made on the first pay period after the close of the PSM year. PSMs who desire this option must notify the Treasurer's office.

## ARTICLE III – WORKING CONDITIONS

### SECTION 1. PERSONNEL FILES

- A. Materials in the personnel file of a PSM must be job related.
- B. Any personnel related file kept by the building administration, anecdotal or otherwise, may be viewed by the PSM upon request.
- C. A PSM shall have the right to have access to their personnel file in the presence of the Superintendent or his/her designee. This access may occur at any time during the Board office's normal workday by making an appointment with the Superintendent or his/her designee providing it does not interfere with the PSM's assigned duties.
- D. A PSM may request a copy of any and all materials in his/her personnel file. Costs associated with duplication of material shall be borne by the employee.
- E. Any PSM who disputes the accuracy, relevance, completeness or timeliness of material contained in his/her personnel file may request in writing to the Superintendent to conduct an investigation as to the validity of the claim. Any information which is found to be inaccurate or irrelevant will be removed from the PSM's file.
- F. In addition, a PSM shall have the right to respond in writing to any document in their personnel file, with the response to be included in the file.
- G. Any non-anonymous document by a parent or any member of the public concerning a PSM shall not be placed in their file prior to an investigation that substantiates the infraction.
- H. No anonymous complaints, concerns, or documents, written or verbal, shall be placed in the PSM's personnel file or used for discipline, evaluation, or become a matter of record in any way unless they involve a criminal act, and the complaint or concern is substantiated by an investigation.
- I. The PSM shall receive written notification prior to the placement of any document in their personnel file.

### SECTION 2. WORK DAY

The required workday for full time PSMs shall be seven (7) hours and thirty (30) minutes in length, Monday through Friday, inclusive of a thirty (30) minute uninterrupted duty-free lunch period. Such thirty (30) minutes will not be part of planning or preparation time, nor shall it cause an extension of the workday. Efforts will be made to schedule the PSM lunch period during the student lunch periods, if possible, but no more than one period before or after the student lunch period. The principal of each building shall set the beginning time for the PSM workday by August 15th of the school year. The beginning time for the PSM workday can only be changed with mutual agreement between the Board and the Association.

### SECTION 3. WORK YEAR

The PSM work year will not exceed 183 days.

#### **SECTION 4. PLANNING TIME**

A minimum of 200 minutes per week planning time shall be provided for all PSMs during the PSM work day. A pro-rata amount of planning time shall be provided for all less than full-time PSMs and/or less than a full week of work. Only uninterrupted blocks of at least thirty (30) minutes will be counted as part of the 200 minutes. Planning time shall be used for designing teacher work, evaluating student progress, conferencing and team planning. Certain events or occasions may impact a PSM's ability to have a minimum of 200 minutes of planning time consisting of minimum thirty (30) minute blocks of time. Supervision during assemblies will be the responsibility of the PSM in charge of those students at the time of that assembly. Celebrations may be scheduled at different times in order to preserve a PSM's planning time. The period when a PSM is not directly teaching or supervising students, for example, during music, art, and physical education, shall be considered planning time for teachers.

#### **SECTION 5. INTERNAL SUBSTITUTION RATE**

When any PSM serves during his/her preparation period for an absent PSM or provides intervention, the PSM so substituting shall be paid at a rate of \$22.00 per period.

#### **SECTION 6. EVALUATION PROCEDURE**

See Board Policy Manual, Administration Policy #3220

#### **SECTION 7. JOB DESCRIPTIONS**

PSMs will be provided a written copy of his/her appropriate job description at the beginning of the school year in the PSM's handbook.

The following personnel must possess a personal cell phone for business purposes: athletic directors, building principals and technology coordinator.

1. The allowance for certified employees' use of their personal cell phones will be paid quarterly (9/30, 12/31, 3/31, 6/30).

#### **SECTION 8. SCHOOL CALENDAR**

- A. The school calendar shall be in accordance with the work day and work year provisions of this Agreement.
- B. A calendar committee comprised of the Association President or designee and one member from each building will be appointed by the Association President to develop a calendar for the ensuing school year. The Association shall recommend a calendar to the Superintendent no later than the last day of December in the current school year.
- C. The Superintendent shall tender a calendar recommended by the Association along with his/her recommended calendar, to the Board.
- D. Once the calendar is approved, there will no change in the calendar without prior approval from the Association Executive Committee per Superintendent's request. The Superintendent will make the request through the Association President.
- E. Make-up days will be completed as follows:
  1. In the event that calamity days are used in excess of those allowed by the state and provided for in the district approved calendar, the following days will be used as make-up days.

- a. Day after second parent/teacher conferences
- b. Thursday prior to Easter
- c. Monday after Easter
- d. Three (3) days at the end of the school year
- e. Extending the school day by 30 minutes
- f. Designated Saturdays

These dates are subject to change by mutual agreement of the parties.

1. Any previously approved extra-curricular school activity(s), field trips, other school sanctioned events or any PSM approved leave shall be maintained without any changes against the PSM.

F. Three (3) Hour Delay:

1. A three (3) hour delay may be used for fog or road conditions, in the case of road conditions, even if calamity days are not used already, the three (3) hour delay policy will be used.
2. Any previously approved extra-curricular school activities(s) field trips, other school sanctioned events or any PSM approved leave shall be maintained without any charge against the PSM.
3. PSMs who have previously scheduled after school appointments that cannot be changed shall be permitted to attend those appointments using appropriate leaves.
4. Teacher workday for high school and middle school: 10:30 – 4:00
5. Teacher workday for elementary school: 10:35 – 4:05

**SECTION 9. STUDENT TEACHER**

- A. No PSM shall be assigned a student teacher without his/her consent. Student teacher supervision is not considered regular duty as covered by the negotiated Agreement of any PSM and shall be a voluntarily accepted assignment.
- B. Upon his/her request, the PSM considering the acceptance of student teacher supervision shall be given the opportunity to review the contract between the Board and the student teacher's college and/or university. A copy of that contract will be provided at the PSM's request at no cost to the teacher.

**SECTION 10. PROGRESSIVE DISCIPLINE PROCEDURES**

The Administration may take progressive disciplinary action against any PSM for conviction of a felony or a misdemeanor or for violations of Ohio law, or failure to comply with any provisions of this contract or for violations of Board policy or any reasonable rules and regulations adopted by the Board of Education that are of like nature. The PSM shall be notified of his/her right to representation at each step. Such disciplinary action shall be imposed as follows:

- A. Step 1 - first offense - Verbal warning to PSM in a conference with the principal.
- B. Step 2 - second offense - The offense shall be reduced to writing by the principal and copies given to the PSM and Superintendent. The written warning shall be signed and dated by the PSM and principal. The PSM's signature shall not indicate agreement with the warning's content, but shows only that the PSM has received a copy of the written warning.

- C. Step 3 - third offense - A written reprimand may be placed in the PSM's personnel file after a conference has been held with the Superintendent and the affected parties. The written reprimand will be signed and dated by the PSM and the administrator.
- D. The records of a disciplinary action against a PSM shall not be considered in any subsequent disciplinary action and shall be removed from all files if there has been no other formal disciplinary action taken against the PSM for a period of four years.
- E. Upon the initiative of the Superintendent for good cause shown, Steps 1, 2, and 3 above may be suspended and a PSM brought before the Superintendent directly for disciplinary action. The Superintendent may suspend a PSM without pay for a period not to exceed three days. The PSM shall be notified of his/her right to representation at each step.
- F. Disciplinary action is subject to the grievance procedure as set forth in this Agreement. No PSM shall be reprimanded or disciplined without just cause.
- G. Nothing herein shall preclude the Board of Education from instituting termination proceedings pursuant to Section 3319.16 and 3319.161 of the Ohio Revised Code at any time when, in the sole and exclusive discretion of the Board, it is determined such action is warranted.

#### **SECTION 11. SPECIAL EDUCATION**

- A. PSMs who have assigned to their class a student who has been identified as disabled under the Individuals with Disabilities Act (IDEA), shall be part of the student's team which develops the student's Individualized Educational Plan (IEP)/504 Plan and have direct involvement into the student's IEP/504 Plan. Any necessary training, in-service programs, and/or professional assistance shall be provided on release time or the PSM shall be paid his/her hourly rate for the time involved. PSMs shall not be required to perform custodial care (i.e. diapering) or to perform any medical procedures except first aid on a student.

#### **SECTION 12. RESPONSE TO INTERVENTIONS**

- A. The goal of Covington's Intervention Assistance Team (R.T.I.) is to provide a comprehensive, school based intervention in the areas of academic performance, student behavior, health, and school attendance.

Intervention will focus on identification and informal assessment of students experiencing attendance, academic, behavioral, and/or health problems. Individual action plans will emphasize prevention, the facilitation of supportive relationships and regular follow up support strategies. Students can be referred by PSMs, parents or other school staff.

- B. R.T.I. meetings will only be scheduled by the high school, middle school and elementary principals. R.T.I. Attendance forms (Addendum H) and subsequent documentation (i.e., intervention plans) will be completed and maintained by the person scheduling the R.T.I. meeting.
- C. At the elementary level there will be five (5) paid supplemental positions for R.T.I. (Addendum B). Each R.T.I. member will be given ½ day release time per month to conduct R.T.I. business. Additional meetings may be held as needed before or after school. Payment of supplemental contracts will be issued according to Article II, Section 3 (D). Non-supplemental elementary PSMs required to attend a meeting during their plan time, before or after school will be paid according to Article III, Section 12 (E).

- D. At both the Middle School and High School, PSMs attending an R.T.I. meeting before or after school or during their plan time, will be paid according to Article III, Section 12(E).
- E. The rate of pay for non-supplemental elementary PSMs and middle or high school PSMs attending at R.T.I. meeting will be \$25.00 per meeting or until the total costs exceeds \$4,000.00; and then the rate will be the number of meetings each PSM attends divided into the \$4,000.00. Payment will be made by June 30th.

### **SECTION 13. HEALTH AND SAFETY**

- A. Board Policy and Administrative Guidelines shall address:
  - 1. Environmental Health and Safety Issues
  - 2. Control of Casual-Contact Communicable Diseases
  - 3. Direct Contact Communicable Diseases
  - 4. Substance Abuse
  - 5. Employee Assistance Program
  - 6. Drug-Free Workplace

## **ARTICLE IV - PROFESSIONAL STAFF MEMBER CONTRACT**

### **SECTION 1. LIMITED CONTRACTS**

PSMs employed by the Board will be employed according to the following procedure:

- A. PSMs new to the Board shall be hired for one year.
- B. Upon re-employment after the first contract, the new contract shall be for one year.
- C. Upon re-employment after the second contract of one year, the new contract shall be for not less than two (2) years.
- D. Upon re-employment after the two-year contract, the PSM's contract shall be for five (5) years and subsequent renewal thereof shall be for five (5) year periods.
- E. The Board may offer an one-year probationary contract before any two-year or five-year contract if the PSM's written evaluation, prior to the expiration of the last contract, so warrants it. No probationary one-year contract may be offered two or more years in succession.
- F. The Board of Education may at any time grant a continuing contract, provided service and certification/licensure requirements are met by the PSM.
- G. The usual term of contracts for PSMs with continuous service in Covington shall follow the sequence of one (1) year, another one (1) year, two (2) year, five (5) year, another five (5) year, until eligible for a continuing contract, except as noted in "E" above.

At the option of the PSM, he/she may choose the length of their limited contract as long as the length does not exceed the provisions stated in Article IV, Section 1 of this contract.

- H. PSMs who resign or is non-renewed and who is subsequently rehired within twelve (12) calendar months shall be eligible for multi-year contracts, subject to the provision section "G" above.
- I. PSMs who resign or is non-renewed and who is subsequently rehired after twelve (12) calendar months have expired shall not be eligible for multi-year contracts and will be treated as a PSM new to the system.

## **SECTION 2. CONTINUING CONTRACT**

Eligibility for continuing contract status is based on the following two factors: the teaching license or certificate held by the PSM and the length of teaching service within the District.

- A. The licensure requirement is met if the PSM:
  - 1. Holds a professional permanent or life certificate in any area of teaching under prior law, or
  - 2. Holds a professional educator license under the current law plus either of the following:
    - a. A Master's degree was held at the time of initially receiving a certificate or license, or
    - b. If no Master's degree was held at the time of initially receiving a certificate or license, thirty (30) graduate semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
- B. The service requirement for continuing contract status is met when the PSM has taught within the District for at least three (3) of the last five (5) years.
  - 1. If however, a PSM has achieved continuing contract status in another district prior to their employment in this district, the Board may grant continuing contract status after the PSM's second year of employment in the district.
  - 2. Any PSM on a multi-year contract, who is eligible for a continuing contract during a term of that contract, may request consideration for continuing contract status in accordance with Ohio Revised Code, Section 3319.161.
- C. PSMs shall be recommended for a continuing contract when they become eligible, providing they furnish documentation of the completion of the eligibility requirement to the Superintendent not less than thirty (30) days prior to the date they wish to be considered. Any PSM, who is not recommended for a continuing contract when eligible, shall receive written reasons directed at professional improvement of the PSM on or before April 30 from the Superintendent.

## **SECTION 3. SUPPLEMENTAL CONTRACTS**

- A. The Board shall enter into a supplemental written contract with each PSM who is to perform duties in addition to the PSM's regular teaching assignment. Such supplemental contracts shall be one-year limited contracts and shall set forth the PSM's duties and shall specify the salary to be paid for this service. Supplemental contracts will automatically terminate at the end of each contract year.
- B. PSMs having supplemental contracts for the current school year shall, if known, be notified of their supplemental assignments for the following school year prior to June 30th.
- C. Indexes for supplemental contracts can be found in Addendum B.

## **SECTION 4. TERMINATION AND NON-RENEWAL**

- A. This article of the contract shall supersede and replace 3319.11, 3319.111, 3319.16, and 3319.161. A PSM whose contract is non-renewed or terminated shall only appeal such non-renewal or termination under Article VIII of the grievance procedure of this agreement.

- B. The PSM will be afforded a conference with the Superintendent and/or the Board if requested. It is also agreed that the scope of review will be as to whether the Superintendent and/or his designee complied with Article III, Section 6 Evaluation Procedures. Additionally, the reasons for termination of his/her contract may be reviewed by the Board.

## ARTICLE V -- CHANGE IN ASSIGNMENTS

### SECTION 1. SENIORITY

- A. Definition:

Seniority will be defined as the length of continuous service in the Covington EVSD.

1. Seniority will not be interrupted by authorized paid leaves of absence, all time on disability retirement to a maximum of five (5) years, all or when the PSM is receiving workers' compensation. The seniority shall be maintained, not accrued during periods of approved unpaid leaves of absence.
  2. Fulltime PSM's shall receive one (1) year of seniority for each year worked and part-time employees, defined as contracted for less than 185 days and/or less than 7.5 hours per day, shall receive prorated seniority, effective August 1, 2008. This provision shall not be retroactive.
  3. A RIF shall not contribute toward seniority and seniority shall be maintained and not accrued during this layoff.
  4. Seniority shall be lost when a PSM resigns.
- B. Names of all PSM's will be placed on a seniority list and posted no later than October 1st. The names shall appear from the most senior to least senior within areas of certification/licensure. Continuing contracts are more senior than limited. PSM's certified in more than one area shall be listed for all areas of certification/licensure. PSM's shall have thirty (30) days after posting of the seniority list in which to advise the Board of inaccuracies. If any inaccuracies are reported and found to be substantiated, a new list will be made and re-posted.
1. If two or more PSMs have the same length of continuous service, seniority will be determined by:
    - a. The date of the Board meeting at which the PSM was hired, and then by:
    - b. The date the PSM signed his/her initial contract in the district.
    - c. The date on which the PSM submitted the first completed job application. The Board shall record the date job applications are received into the district.
    - d. Any ties remaining after (a), (b) and (c) will be broken by lot with an Association representative present.

## **SECTION 2. DEFINITION OF VACANCY**

- A. A vacancy shall be defined as the creation of a new certified/licensed position or an existing certified/licensed position that is open due to the resignation, retirement, non-renewal, termination, transfer or death of a PSM or a grade level shift in student population that the Board decides to fill.

## **SECTION 3. NOTIFICATION OF VACANCIES**

- A. During periods when school is in session, any and all vacancy notices shall be posted immediately in each building as well as in the Office of the Board of Education and shall remain posted for a period of ten (10) work days.
  - 1. A vacancy notice shall provide a complete description of the vacant position. The vacancy notice shall include at a minimum, qualifications for the position, training/certification required, applicable salary/wage schedule, date of posting, and last date to apply, etc.
  - 2. The vacancy shall be filled as soon as practical after the posting of the vacancy.
- B. During periods when school is not in session (i.e., extended non-teacher work days and summer break): all PSMs will receive notice of vacant position(s) via the OneCallNow phone calling system (or similar calling system) allowing them ten (10) work days after receipt to express interest in the position with a copy of the phone log and hard copy of the vacancy posting given to the Association President for each occurrence.
  - a. The Association President shall be given a hard copy of all vacancy notices within one (1) day of the vacancy or as soon as possible.

## **SECTION 4. NOTIFICATION OF CHANGE IN ASSIGNMENT**

- A. A request by a PSM for change in assignment will be made in writing to the Superintendent's Secretary on or before March 31st and/or in accordance with Article V, Section 2.
  - 1. Requests for change in assignment will be reviewed in terms of qualifications.
  - 2. A PSM who is not granted a change in assignment shall be given the reasons in writing. Requests for change in assignment shall not be unreasonably denied.
- B. An involuntary change in assignment will be defined as a change in assignment initiated by the Superintendent or the appropriate member of his/her staff which will serve the best interests of the Covington EVSD.
  - 1. Prior to an involuntary change in assignment, the PSM will be consulted and the reasons for the change will be provided in writing.
  - 2. When a PSM's room or assignment is changed, the administration and the PSM shall jointly be responsible for the move.
- C. All PSMs shall be given their tentative class and/or subject assignment and building assignment for the next school year prior to August 1st. The tentative master schedule will be available for review at least ten (10) calendar days before the first day of school.

## SECTION 5. REDUCTION IN PROFESSIONAL STAFF

- A. The Board may make a reasonable reduction, pursuant to ORC 3319.17
- B. A reduction in force (RIF) shall have occurred when the Employer reduces, eliminates or fails to fill a bargaining unit position. A RIF shall only occur for the following reasons:
1. By reason of a building, grade level or district-wide decrease in student enrollment from the previous year or years.
  2. By reason of the return to duty of a regular teacher after a leave of absence.
  3. Due to reasonable budgetary or financial reasons.
  4. By reason of suspension of schools or territorial changes affecting the district.
- C. When the Board determines it necessary to reduce the number of PSM positions, the following procedures shall apply:
1. The number of PSMs affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, die or whose limited contracts are not renewed. No PSM's contract will be non-renewed for the purpose of reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
  2. Reductions needed beyond those available by attrition will be made by suspending contracts as follows:
    - a. The Board may reduce PSM positions as follows. Part-time and hourly members of the Association shall be laid off in reverse seniority order before full-time Association members.
    - b. Reductions in any area of certification/licensure will be made from the bottom of the seniority list for that area of certification/licensure. A PSM affected may elect to displace a less senior PSM in another area of certification/licensure, provided he/she has taught in the second area of certification/licensure for at least 120 days in the three calendar years immediately preceding the reduction, or has completed or will complete a refresher course approved by the Superintendent in the area of certification/licensure he/she will be teaching before or during the first year of reassignment. The Superintendent may waive this requirement if there is sufficient evidence of competency in the area of certification/licensure.
  3. Limited contract teachers' names are placed below the names of PSMs on continuing contracts and reduction in force will occur from the bottom of the list to the top.
  4. During the implementation of a RIF, no reassignment or transfer shall occur that will cause a more senior PSM to be laid off before a less senior PSM.
  5. The Superintendent shall notify the Association President in writing not less than thirty (30) days prior to the date the RIF is to be implemented. The notification shall include the reason/s for the RIF; the position/s to be reduced, eliminated, or not filled; the name/s of the employees to be affected; the date the Board intends to implement the RIF and the effective date of the RIF.

D. The names of any PSMs whose contracts are suspended in a reduction in force will be placed on a recall list for up to thirty-six (36) months from the date of the reduction. PSMs on the recall list will have the following rights:

1. No new PSM will be employed by the Board while there are PSMs on the recall list who are certificated/licensed for the vacancy and have either (1) taught for at least 120 days during the three years preceding the reduction in the area of certification/licensure in which the vacancy exists, or (2) taken or will complete an academic refresher course in the area of certification/ licensure during the period he/she was on the recall list or during the first year of reassignment.
2. PSMs on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed provided they have either (1) taught in that area of certification/licensure for at least 120 days during the three years preceding the reduction, or (2) taken or will complete an academic refresher course in the area of certification/licensure during the period he/she was on the recall list or during the first year of reassignment.
3. If a vacancy occurs, the Board will send a certified announcement to the last known address of all PSMs on the recall list. It is the PSM's responsibility to keep the Board informed of his/her current address. All PSMs are required to respond in writing to the district office within fifteen (15) calendar days from the date of certified mailing of the recall notice. The most senior of those responding will be given the vacant position. Any PSM who fails to respond within (15) calendar days from the date of certified mailing of the recall notice, or who declines to accept the position, will forfeit their right to recall for that particular position only.

If a PSM on the RIF list accepts or declines a part-time position, they will remain eligible for recall as described in Article 5, Section 2(B). If a member misses the recall deadline, the PSM will move to the bottom of the list.

4. A PSM on the recall list will upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority. A PSM on the recall list who is employed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to PSMs in active employment provided the PSM pays the group rates for such benefits, according to federal and state laws or regulations of the vendors supplying fringe benefits permit.
5. A PSM on the recall list retains the right to accumulate seniority credits in all areas of licensure and such will be honored upon return or rehire to the district.
6. Any additional certification or change in educational status shall be recognized for recall.

## ARTICLE VI - SALARY AND FRINGE BENEFITS

### SECTION 1. SALARY

- A. The salaries for PSMs covered herein shall be set forth on Addendum A, attached hereto and made a part hereof.
1. Wages: a 2.5% increase on the annual base salary effective August 1, 2013 and appropriate movement on the salary schedule shall be reinstated.
- B. Each PSMs mandatory contribution to the State Teachers Retirement System of Ohio shall be designated as a "pick-up." This salary reduction method shall be in accordance with that permitted by Attorney General Opinion 82-097. It is understood that it is the responsibility of each individual PSM to make necessary adjustments in any other tax-sheltered annuities he/she has in order to be in compliance with IRS laws and regulations.
- C. Compensation for part-time elementary PSMs will be prorated on a percentage basis of time required. Compensation for part-time secondary PSMs will be prorated on a percentage basis according to the class period required. All PSMs on a .50 time basis or greater shall be granted proportionate planning and counseling time.
- D. PSMs who have earned additional college credit which would entitle them to a higher salary classification must submit from the university written evidence of completion of the additional credit to the Superintendent or his/her designee. Notification of additional training prior to September 15 shall result in advancement on the salary schedule commencing the first payday in September. Notification of additional training prior to January 15 shall result in advancement on the salary schedule for the remaining pays of the current contract year.
- E. Years of service means all years of full-time teaching in public schools, regardless of training, and up to five (5) years of military service. A full year of credit will be given only for eight (8) months or more of active military service.
- F. PSMs newly employed in the district shall be granted up to and including ten (10) years of public school teaching service elsewhere, including up to five (5) years of military service.

### SECTION 2. INSURANCE

- A. Hospitalization/Surgical/Major Medical:

The Board shall provide a hospitalization/surgical/major medical insurance plan for each PSM who desires it. The Board will provide a choice of two plans; a Traditional Medical Plan (TMP) and a Health Savings Account (HSA) as described in Addendum K.

The Board agrees to pay the following premium costs at 90% of either of three premium tiers: Single; Employee plus One or Employee plus Kids; Family.

The prescription coverage through CVS/Caremark has a 90-day mail in plan.

The benefit levels of the plans shall be provided in the Summary of Benefits effective October 1, 2011 as shown the webpage, <https://epc-online.benelogic.com>.

Health Savings Account (High-Deductible) Plan

- 1) Same coverage as the TMP , with higher deductibles and co-pays

- 2) Board agrees to put into the HSA one thousand dollars (\$1,000) for single coverage and two thousand dollars (\$2,000) for employee plus one or or employee plus kids/family coverage each of the first two years in the program (any new enrollee into the program, not dependent on length of employment).

The split in premium costs will be effective with the following two exceptions:

1. When PSM is covered under another policy, unless that coverage is totally individually purchased self-insurance or coverage from the PSM's dependent(s) under survivor benefits, any simultaneous coverage by the Board's plan will be at the sole expense of the PSM, except as required by law or court order.
2. When both spouses are employees of the Board, they shall be enrolled for family coverage or two (2) single plans and the Board contribution shall be one hundred percent (100%) of the applicable Board insurance premium.

Please refer to your individual policy for complete coverage and benefits.

Less than full-time PSM shall be eligible to receive a pro-rate share of the Board's contribution of a full-time PSM.

If the PSM's spouse has medical insurance offered at their place of employment and the employer pays 60% of the total cost, then said spouse is required to participate in that insurance plan. The employee is allowed to enroll in Covington's plan as secondary coverage.

B. Life Insurance:

The Board shall select and pay premiums for a term life insurance policy with a face value of \$40,000 for each full-time PSM.

Each half-time or more but less than full time PSM will have a term life insurance policy with a face value of \$20,000.

C. Dental Insurance:

The Board shall provide a dental insurance plan for each full-time PSM who desires it. Part-time PSM shall acquire the same dental protection by paying the prorated premium represented by the portion of the day not worked by them.

The Board will pay 90% of the monthly premium and the employee will pay the remaining 10%.

Please refer to your individual policy for complete coverage and benefits.

- D. The Board shall provide a vision insurance plan for each full-time PSM who desires it. Part-time PSM's may acquire the same vision protection by paying the prorated premium represented by the portion of the day not worked by them.

The Board will pay 90% of the monthly premium and the PSM will pay the remaining 10%.

E. Section 125 Flexible Benefits Program:

The Board will continue to implement a Section 125 Flexible Benefits Program for those PSMs covered under this Agreement. The Board will pick up the current administrative costs for said Program. This program is not available to the employees who are participating in the Health Saving Account (HSA).

- F. In the years that the Board receives a rebate for premiums paid to the insurance carrier, the rebate will be distributed among the Board and all PSM's that are enrolled in that particular providers plan at the same rate which they contributed.
- G. PSM's who choose to opt out of medical benefits provided by the Board will receive an annual cash benefit of fifteen hundred dollars (\$1,500) if eligible for a family plan, seven hundred fifty dollars (\$750) for a single plan. Payment will be made during the month of June.

**SECTION 3. SEVERANCE PAY**

- A. PSMs with five (5) to nineteen (19) years of service to the Board at the time of their retirement from the Covington Schools or death while an employee of the Board, shall receive payment based on the PSM's rate of pay at retirement or death for one-fourth of the PSM's accrued but unused sick leave up to a maximum of sixty-one (61) days effective August 1, 2008. PSMs with twenty (20) years or more of service to the Board will receive up to a maximum of sixty-five (65) days effective August 1, 2008.
- B. In case of retirement, such payment shall not be made at the time of a PSM's resignation. Such payment shall not be made until the PSM officially retires and has an application for retirement approved by the State Teachers Retirement System. Payment will not be made while the PSM is still receiving regular paychecks. Conversion of sick leave upon retirement shall eliminate all sick leave credit accrued by the PSM.
- C. In the event of death while a PSM, payment will not be made until a certified copy of the death certificate is filed in the Board of Education office. Payment will be made to the predetermined beneficiary or the PSM's estate.

**SECTION 4. MILEAGE**

The Board of Education shall reimburse PSMs when use of their personal automobile on authorized school business at the IRS rate in effect by prior publication of each year.

**SECTION 5. COURSEWORK REIMBURSEMENT**

A Coursework Reimbursement Program will be made available to all PSMs. Tuition is defined as cost per credit hour. The school district will set aside \$22,500 to fund the Coursework Reimbursement Program with a maximum of twelve (12) semester hours per year per PSM.

Procedure:

- a. Applications must be pre-approved by the Superintendent or designee before the first class session is held. The Superintendent's approval is final.
- b. Transcripts must be submitted indicating successful completion with a minimum grade of "B-" for each class or a pass in a pass/fail course
- c. The PSM must be currently employed by Covington Exempted Village School District at the time of reimbursement.
- d. The amount in the coursework reimbursement program will be divided equally by the total approved graduate semester hours of all PSM.
- e. Coursework reimbursement shall be granted from graduate courses in educational methods, areas of instruction, or curriculum, or educationally related fields, or as approved by the CPDC certified/licensed renewal or upgrade.
- f. Reimbursement will not exceed actual expenses of the PSM. Expenses may include tuition and books/materials expenses as required by the course. Payment of book/material expenses will be paid subject to the remaining balance in the fund after tuition is paid with proof of purchase.
- g. Part-time PSMs will be reimbursed at a rate of 50% of the full-time PSM's rate.

- h. Any unused money from the Coursework Reimbursement will be carried over to the following year's program fund.

Timelines:

1. Reimbursement year is from September 1st through August 31st.
2. An official transcript is due by October 15th following the reimbursement year. Receipts accompanied by a course description of other document indicating required book/material supplies shall be due November 15th following the reimbursement year.
3. Reimbursement for tuition will be paid by the second Friday in December. Reimbursement for book/material expenses as required by the course will be paid by the second Friday in January.
4. Reimbursement will be paid on the number of semester hours successfully completed.

## **SECTION 6. NATIONAL BOARD CERTIFICATION**

Upon receipt of earning initial certification or renewal of certification only from the National Board for Professional Teaching Standards (NBPTS), a stipend in the amount of two thousand dollars (\$2,000) will be awarded in one lump sum to the PSM no later than June 30th, paid separately from their regular pay. In order to qualify for the stipend, the PSM must be employed by the district at the time the expense was incurred. Stipends will be prorated based on percentage of employment in the district at time of receipt or renewal of certification.

## **SECTION 7. LICENSURE FEES**

The Board will reimburse the professional staff member for all costs paid for any certification/licensure and/or upgrade of a certification/license as required by their position, up to a maximum of two hundred dollars (\$200) once every five years.

## **SECTION 8. CRIMINAL BACKGROUND CHECKS**

The Board will reimburse all costs for background checks that professional staff must complete to remain employable by the district in compliance with Ohio law.

## **ARTICLE VII - LEAVES**

All authority to grant leaves of absence, both with pay and without pay, is granted by the Ohio Revised Code and in the event of a conflict the Ohio Revised Code shall control.

### **SECTION 1. LEAVE OF ABSENCE WITH PAY**

Under conditions hereinafter specified, PSMs of the Board will be granted leaves of absence with pay. The following amounts of days are hereby set aside for illness and for personal leaves of absence with pay in accordance with the following categories:

A. Sick Leave:

1. There shall be 1-1/4 days of sick leave per month, credited at the end of each month, a total of 15 days per contract year, for PSMs. The sick leave shall be cumulative to a total of 260 days.

Each PSM with less than five days of cumulative sick leave at the beginning of a school year shall be credited with five days in advance. Sick leave beyond the five days advanced will not be credited until the advance is made up and further sick leave earned.

2. A PSM may use a part or all of the accumulated sick leave up to 260 days. After any period of approved absence as described in the sick leave policy, the leave can again be accumulated to the maximum of 260 days of regular attendance. The primary purpose of the sick leave policy is to protect a PSM against loss of pay because of a personal illness.

A maximum of ten (10) days of the accumulated sick leave may be used for death of spouse or child.

A maximum of five (5) days of accumulated sick leave may be used without loss of pay for a death in the immediate family. Immediate family shall include spouse, parents of PSM or spouse, children and their wives or husbands, grandparents, grandchildren, stepchildren, siblings, brother/sister-in-law, aunts, uncles or anyone living in the same household. Any special circumstances not covered above must be approved by the Superintendent.

PSMs may use sick leave for absence due to illness, injury, incapacitation due to pregnancy, exposure to contagious disease which could be communicated to other employees if recommended in a written statement by a physician, and illness in the PSM's immediate family.

3. PSM of the Board employed after September 1, 1969, and who have sick leave credit that was earned in another Ohio school system, public agency, or service, may transfer the sick leave earned in accordance with O.R.C. Section 124.38.

A certificate from the administrative officer where the PSM was last employed certifying the number of days of accumulate sick leave on a full-day basis of employment shall be presented to the Treasurer of the Board prior to September 15th.

4. A PSM missing more time than that covered by his accumulated sick leave for approved reasons or any other reason shall have salary deductions made in accordance with the following formula:

For a nine-month term of employment for PSMs (base salary divided by 185 days); for extended service (base salary plus salary for extended service divided by the actual days of service); for PSMs working 10 months the divisor shall be 205 days.

5. Upon returning from sick leave, PSMs must file a leave form, available from the building office, found in Addendum D of this contract.

#### B. Personal Leave:

The Board of Education shall grant Personal Leave privileges to PSMs, and the following rules shall govern the use and administration of Personal Leave for PSMs covered hereunder.

1. Personal Leave, of an unrestricted nature, not to exceed three (3) days per school year, will be granted all PSMs covered hereunder.
2. Personal Leave may only be used if the reason for the absence is not covered in the Sick Leave Policy.
3. Personal Leave is defined as any business which must be conducted at a time in conflict with the regular school day, or an emergency over which the PSM has no control and which requires immediate attention. The Board and the Association trust that the PSMs will use this Personal Leave privilege for its intended purpose as defined immediately above.

4. Personal Leave requests shall be directed to the building principal a minimum of three (3) days in advance, on forms provided in the building office (sample in Addendum C).
5. Personal Leave will not be granted to more than two (2) PSMs per building per day.
6. Personal Leave may be taken in half-day periods but each use must be for at least a half-day duration.
7. Personal Leave may be granted PSMs employed less than full time in proportion to their employment status.
8. Personal Leave shall not be cumulative from year to year.
9. Personal Leave shall not be deducted from Sick Leave.
10. Emergencies that do not permit the three-day notice may be approved by the building principal.
11. Personal Leave will not be granted for:
  - a. Days on which a regularly scheduled district meeting has been called, except in extreme emergency situations.
  - b. The day immediately following or preceding a holiday or vacation, or on the first or last day of the school year, except for extreme emergency or when specifically assigned by the Superintendent.
12. Any unused personal leave days remaining at the end of the school year will be converted to sick leave. If a PSM has reached the maximum accumulated sick leave, then unused personal leave days will be compensated at the rate of one hundred dollars (\$100) per day. Payment will be made by June 30th.

Suggested Reasons:

1. Disaster affecting family and/or property.
2. Observance of religious holidays where total absence from work is required.
3. Transportation of children to and from college, military service, and other such institutions if none other than a school day is suitable.
4. Induction into military service.
5. Attendance at graduation exercise for self, son, daughter, or spouse.
6. Necessary legal appointments and court appearances as litigant or witness. (Medical appointments will be taken as sick leave.)
7. Official voting delegate representing community organizations such as church, civic, lodge, or service club.
8. Weddings in the immediate family.
9. Death in less than immediate family. One day of absence at a time will be allowed when the death is that of a friend or relative not in the immediate family.

C. Sabbatical Leave:

Any PSM who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) academic year, subject to the following restrictions: The PSM shall present to the Superintendent for approval a plan for professional growth ninety (90) days prior to such a grant of permission and at the conclusion of the leave provide evidence that the plan was followed. The PSM may be required to return to the district at the end of the leave for a period of at least one year, unless the PSM has completed twenty-five (25) years of teaching in this state.

D. Assault Leave:

Any service-connected case of physical assault on a PSM occurring on the school premises or during a school sponsored function and not caused by another employee of the district shall be reported immediately to the principal or other administrator in charge who shall initiate an investigation of the incident not later than twenty-four (24) hours after receipt of the report. When such an assault results in absence from duty for medical reasons, such absence shall be at no loss in pay and shall not be chargeable to sick leave, to a maximum of fifteen (15) days per PSM each school year.

Medical verification shall be furnished to the Superintendent for all such absences requiring more than five (5) days leave. The Board shall have the right to require a medical examination by a physician of its choice after the PSM has been absent for five (5) school days per occurrence. In such event, the Board shall pay the full costs of the examination.

Absences due to court appearances resulting from an assault shall be chargeable to assault leave.

If a PSM is required to be absent from school because of court appearances resulting from an assault and he/she requires assault leave days exceeding fifteen (15) during that school year, additional days, equivalent to the number of days used for court appearances shall be granted to that PSM.

The PSM assaulted agrees to cooperate fully with police and the administration on any investigation of an alleged assault upon a member unless otherwise advised by his/her legal counsel.

E. Leave for Jury Duty:

In accordance with Section 3313.211 of the Ohio Revised Code, an PSM who is absent from school for jury duty shall be granted partial pay not to exceed the difference between the PSM's regular compensation and the remuneration received for serving as a juror. It is suggested that the PSM sign over to the Board Treasurer their jury check and in return will receive their full pay from the Board.

In case of absence from duty in response to a subpoena in a case in court or an administrative hearing in which the PSM is not a party or in the case of absence from duty because the PSM is a defendant in a civil action arising out of a performance of the PSM's teaching duty, there shall be deducted from the salary, the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred.

## **SECTION 2. LEAVES OF ABSENCE WITHOUT PAY**

Requests for leaves of absence without pay shall be submitted in writing on forms that shall be supplied by the Board. Failure to complete the terms for which a leave is requested will be grounds for termination of the leave and employment stops. A PSM returning from an authorized leave of absence without pay shall be placed on the appropriate salary step. A PSM will not receive an experience increase for a leave of absence. All leaves of absence without pay shall in no event end sooner than the period of time granted without specific written approval by the Superintendent. Fringe benefits may be maintained during any of the approved leaves of absences described below at the expense of the PSM requesting leave, and only if federal and state laws or regulations of the vendors supplying fringe benefits permit.

### **A. Ill Health:**

1. A written application for leave of absence for ill health must be accompanied by a statement from the attending physician recommending that a leave of absence be granted, and for how long.
2. Such request for leave of absence will be granted for not less than one semester when possible nor more than one school year. The leave may be renewed, but in no event will a leave extend for more than one (1) academic year. The request for extension of leave for personal illness will be accompanied by a doctor's statement recommending such an extension.
3. If an PSM is unable to perform satisfactorily the duties of his/her position because of a physical or other disability, or the PSM has been absent due to personal illness for a continuous period of thirty (30) days following the expiration of sick leave, the Superintendent may recommend, without the request of the PSM, a leave of absence for a part of the school year, and renewals thereof.

### **B. Maternity Leave:**

The Board will grant a leave of absence, without pay, for reason of pregnancy, to any PSM, upon written request for such leave. Application for maternity leave shall be filed at least 90 days prior to the requested leave starting date unless there is an emergency situation. A leave of absence for maternity will not be extended beyond the current school year in which it is given and in which childbirth takes place.

### **C. Military Leave:**

1. Military leave of absence shall be granted to any PSM who is drafted or recalled to active duty with any branch of the armed services of the United States.
2. A PSM returning from military service shall be returned to a position comparable to that held before leave and given full credit on the salary schedule for such service.
3. Voluntary re-enlistment immediately terminates military leave granted by the Board of Education.

### **D. Deduct Days**

In the event a PSM must be absent for reasons other than those stated in this agreement, they shall be allowed days without pay with the consent of the Superintendent.

### **SECTION 3. FAMILY AND MEDICAL LEAVE**

The parties to this agreement shall have whatever rights, duties, discretion, and responsibilities as are set forth in the Family Medical Leave Act as is or may be amended, which are summarized below:

1. An eligible PSM may request up to twelve (12) weeks of unpaid leave per a 12-month period for the birth and care of a new born child, or to care for the PSM's spouse, son, daughter, or parent with a serious health condition, or to use for the PSM's own serious health condition. Such leave may be taken for the care of a newly adopted or newly placed foster child. A year shall be defined as the twelve (12) month period of time beginning with the first usage of this leave under the FMLA by the employee.
2. To the extent that provisions of the FMLA are covered by paid leave provisions of this agreement, the twelve (12) weeks of leave and benefit coverage to which a PSM is entitled under the FMLA shall run concurrently with existing paid leave benefits.
3. Intermittent Leave under the FMLA may only be taken by the half-day or full-day when medically necessary. The PSM will attempt to schedule medical procedures so as not to interrupt their work unnecessarily.
4. The Board shall continue to pay the Board's contribution to the current medical insurance plan for the PSM while they are on leave under FMLA.
5. The Board shall return the PSM taking leave under FMLA to the same or similar position he/she occupied prior to the leave.

### **SECTION 4. DONATION OF SICK LEAVE FOR CATASTROPHIC ILLNESS OR INJURY**

#### **I. Applicant**

A PSM or medically dependent immediate family member that requires the absence of the teacher from his/her assigned duties, who has a catastrophic illness or critical injury and who has exhausted **all** accumulated paid leave may be granted additional paid leave through donation of sick leave by other teachers. Donated sick leave days may not be used for occasional absences.

The "catastrophic illness or critical injury" must be unusual, extraordinary, sudden, an unexpected manifestation of the forces of nature which cannot be prevented by human care, skill or foresight.

Immediate family shall be defined for the purpose of this article only as wife, husband, and dependent children.

A PSM requesting a donation of sick leave from other teachers shall make an application Form A (Addendum I) in writing to the Association-Administration Committee (members to include BOE Treasurer, CEA President or designee, and a Building Rep. from the applicant's assigned building) which will meet and make a determination on the application.

The application must include, from the attending physician, proof of need for additional sick leave days and a projected date of return to duty. Additional pertinent information from the applicant may also be submitted to the Committee for its consideration.

The number of days requested by the teacher shall not exceed thirty (30) days.

If the application is granted, the CEA will assume the responsibility for solicitation of donations of accumulated sick leave days from other teachers.

#### **II. Donation**

A PSM may **not** donate more than five (5) days per occurrence, with a maximum donation of fifteen (15) day(s) of sick leave per school year. Donated days will be permanently subtracted from the employee donating such days.

Once a solicitation has begun each PSM willing to donate sick leave shall complete the necessary Form B (Addendum J) notifying the CEA President.

The CEA President will keep a record of the order in which the donations are received. The days shall be deducted on a first-come, first-serve basis.

Donation forms shall be submitted by the CEA to the Treasurer for processing within five (5) working days prior to the date of the PSM's absence, or as soon as known.

Notice will be given by the Treasurer to the Employee donating sick leave, if such leave is used.

The decision of the Association-Administration Committee shall be final, are not subject to the grievance and arbitration provisions of the contract. In carrying out the provisions of this policy, CEA agrees to indemnify and save the Board and/or its representatives harmless against any and all claims, including the cost of defense, that may arise out of or by reasons of action taken by the CEA and/or its members in donating or failing to donate sick leave days hereunder.

This agreement will be evaluated annually by the LMC and changes will be made mutually by both parties.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **SECTION 1. PURPOSE**

The purpose of this procedure is to provide a way for the Board and its PSMs to reach solutions to problems that may occur between them. Good morale is maintained, effective job performance is enhanced, and the citizens of the community are better served when sincere efforts of the employer and PSM are exerted toward constructive solutions to problems that may arise. It is the intent of this Article to provide in a simple, straight forward, and easily understood way for the solution to problems at the lowest possible administrative level as fairly and as expeditiously as possible.

### **SECTION 2. DEFINITION**

- A. Grievance -- A claim by a PSM or group of PSMs of a violation, a misapplication or a misinterpretation of the terms of the collective bargaining agreement between parties, specifying that which is claimed to be violated and the specifics of such violation. The term "grievance" shall not apply to any matter for which (1) the method of review is prescribed by law or (2) the Board of Education is without authority to act.
- B. PSM -- Any person employed by the Board to perform services, either full or part-time.
- C. Grievant -- The PSM, PSMs or Covington Education Association on behalf of its member(s) filing the grievance.
- D. Days -- Working days exclusive of Saturday, Sunday, or official holiday.
- E. Immediate Administrator -- That PSM possessing that degree of administrative authority next in rank above the grievant.
- F. Parties of Interest -- Any person or group of persons involved in the processing of the grievance.

### **SECTION 3. GENERAL PROVISIONS**

- A. A grievant must appear on his own behalf and may be represented by an Association representative of his/her choice at any and all levels of the Grievance Procedure herein described.
- B. The party of interest receiving the grievance may be represented as herein described.
- C. No reprisals of any kind shall be taken by any participant in the grievance procedure by reason of such participation.
- D. All decisions rendered at all levels of the procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- E. Forms for filing grievances shall be made available upon request to facilitate operation of the procedure.
- F. All meetings and hearings shall be conducted in private, except at Step III which may be open or closed at the option of the grievant.
- G. Grievance should be processed in a manner that does not interfere with the normal operation of the schools.
- H. No record, document, or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.

### **SECTION 4. TIME LIMITS**

- A. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
- B. If a PSM does not file a grievance in writing within fifteen (15) days after he/she knows or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure to communicate, at any step of these procedures, the decision of a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- E. All notices of hearings and dispositions of grievances shall be dated, signed, and hand delivered to the grievant.
- F. In the event a grievance is filed after May 15th of a school year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievances prior to the end of the school year or as soon thereafter as possible.
- G. All other grievances submitted after May 15th of a school year shall be processed at a time mutually agreeable to by the parties in interest, but no later than the beginning of the next school term.

## SECTION 5. PROCEDURE

- Step I An informal meeting between both parties will be held in an attempt to resolve the issue. If the issue is not resolved in the informal meeting, then the grievance will proceed to the next level. If the immediate supervisor does not have the authority to grant the relief sought, the matter will be submitted in writing to the superintendent at Step III.
- Step II The grievant shall present a formal claim by submitting a completed Grievance Report Form, Step II, which form is set forth in Addendum E. Copies of the form showing the date of the occurrence, a statement of the nature of the grievance and provisions of policies/or rules allegedly violated, and the relief sought shall be submitted by the grievant to the immediate supervisor and the Association President or designee. Within ten (10) days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant and the grievant's chosen employee representative in an effort to resolve the grievance.
- The immediate supervisor shall have the right to be represented at this meeting by a system employee of the supervisor's choosing, excluding persons who may be involved in subsequent steps of the Grievance Procedure and any other bargaining unit member.
- The immediate supervisor shall indicate his disposition of the grievance within five (5) school days after such meeting by completing Step II of the Grievance Report Form (Addendum E) and submitting copies of the completed form to all parties in attendance at the meeting.
- Step III If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant shall complete Grievance Report Form, Step III (Addendum E), and submit the grievance to the Superintendent within ten (10) days of grievant's receipt of the disposition at Step II. Within ten (10) days of receipt of the Grievance, Step III, the Superintendent and his designated representative, excluding Board of Education members shall meet with the grievant and any representative of grievant's choice. Within five (5) days of this meeting, the Superintendent shall indicate in writing his disposition of the grievance by completing his/her portion of Step III and forwarding it to the grievant, with copies to all parties in attendance at the Step III meeting
- Step IV If the grievant is not satisfied with the disposition made at Step III, then the grievant shall complete Grievance Report Form, Step IV (Addendum E), within ten (10) days of receipt of disposition at Step III and submit the grievance to the Board of Education by filing a copy with the Treasurer of the Board.
- The Board, along with a representative of the Board's choosing, within ten (10) days of the filing of the appeal shall meet with the grievant's representative, and the Superintendent to review such grievance. The Board may waive the review by indicating such waiver on the grievance form.
- The review by the Board may be made by completing the Grievance Report Form, Step IV (Addendum E), within ten (10) days of the meeting, with copies of such disposition furnished to all persons in attendance at Step V.
- Step V If the Association is not satisfied with the disposition made at Step IV, then the grievant shall complete Grievance Report Form, Step V (Addendum E), within ten (10) days receipt of disposition at Step IV, and submit the grievance to Binding Arbitration by filing a copy with the Treasurer of the Board.

The parties shall make a joint request for a list of arbitrators to the American Arbitration Association (AAA). A single arbitrator shall be selected by the method of alternate striking. The appointment of the arbitrator and arbitration proceedings shall be conducted in accordance with the voluntary rules of the American Arbitration Association.

Each party's cost for preparing for the arbitration, witnesses, etc., will be borne by each party. The compensation and expenses of the arbitrator will be shared by the parties. The arbitrator shall submit two copies of the decision to each party within thirty (30) days of the arbitration hearing.

The decision of the arbitrator shall be binding on both parties.

## **ARTICLE IX - MISCELLANEOUS**

### **SECTION 1. CONFLICT WITH LAW OR REGULATION**

If any provision of this agreement or any agreement reached through this agreement, or any application thereof to any PSM or group of PSMs is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law. The parties will meet not later than ten (10) days after any such holding for the purpose of re-negotiating the provision or provisions affected, as necessary.

### **SECTION 2. MENTOR PROGRAM**

- A. Should a state mandated Mentor Program be implemented, the Association reserves the right to negotiate the use of the state funds made available for such program and the program's effect on working conditions.
- B. A mentoring program will be established and implemented. The Miami County Mentor/Entry Year Program will include the following:
  - 1. Entry year PSMs are expected to:
    - a. Meet with their assigned mentor regularly throughout the year; more often during the critical times of the school year (i.e., beginning of school, parent/teacher conferences, end of grading periods, holiday breaks, testing weeks, end of school)
    - b. Be open to suggestions for professional growth.
    - c. Maintain discussion/activity log with mentor. Creating a portfolio as you complete certain activities will assist in preparation for Praxis III evaluation.
    - d. Participate in two classroom observations by mentor using the Pathwise model of scripting with pre and post observation conferences.
    - e. Attend ALL entry year training sessions. Entry year PSMs MUST attend the ODE Orientation Session to be registered for Praxis III evaluation.
    - f. Complete necessary components in Praxis III evaluation.
    - g. Direct questions/concerns regarding district/building issues through your district/building administrators.

1. Mentor/Entry Year Program questions/concerns should be directed to:

Jenny Schilling, Mentor/Entry Year Program Coordinator  
2000 West Stanfield Road  
Troy, Ohio 45373  
Phone: 339-5100  
Fax: 339-3256  
Email: [jschilling@miami.k12.oh.us](mailto:jschilling@miami.k12.oh.us)

2. Licensing questions or concerns should be directed to:

Office of Certification/Licensure  
25 South Front Street, Mail Stop 105  
Columbus, Ohio 45315-4183  
614-466-3593

3. [www.ode.state.oh.us/teaching-profession/teaching/certification/licensure/](http://www.ode.state.oh.us/teaching-profession/teaching/certification/licensure/)

C. No additional monetary compensation will be provided to PSMs. This issue will be reopened if grant or additional monies for mentoring become available during the duration of the contract.

1. All applicable PSMs will receive a copy of the EYT Calendar of Major Events no later than August 15th.

### **SECTION 3. INTELLECTUAL PROPERTIES**

The Board of Education will not financially infringe upon ownership of intellectual properties of an PSM developed while employed by the district.

### **SECTION 4. LABOR MANAGEMENT COUNCIL**

- A. A Labor Management Council (LMC) shall meet with the Superintendent monthly during the school year to discuss, explore and study challenges referred to it by the Covington Exempted Village Schools staff. Operating guidelines for the LMC will be established at the first meeting of the year.
- B. Members of the LMC shall include a PSM representative of each building appointed by the Association, the Association President, classified staff representatives appointed by the Covington OAPSE Chapter, the Covington OAPSE Chapter President, the Superintendent, the Treasurer and one building principal appointed by the Superintendent.
- C. Each building shall also establish a school-labor management committee. Representatives on this committee will include a combination of staff members appointed by the Association or OAPSE, appointees of the principal and the building principal.
- D. The LMC does not have the authority to change the terms and/or conditions of the Master Agreement.

### **SECTION 5: MASTER TEACHER**

- A. Definition: A Master Teacher demonstrates excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student learning.

- A. Master teacher strives for distinguished teaching and continued professional growth as specified by *The Ohio Standards for the Teaching Profession*.
  - 1) There will be no adverse impact on the teacher's performance evaluation as established in this Master Agreement.
- B. The Covington Professional Development Committee shall meet at least once per each school year to evaluate all applications using criteria, processes, procedures, and rubrics development by the Ohio Department of Education in conjunction with the Ohio Educator Standards Board.
- C. The current CPDC rules, adopted as of June 2007, governing membership, term of office, vacancy or removal, scheduling of meetings and payment of stipend will apply. The current CPDC in effect shall be incorporated into this agreement and any dispute shall be resolved in accordance in Article VIII.

**SECTION 6: TECHNOLOGY UTILIZATION PROVISION**

- A. PSMs have the right to use technology equipment and software.
- B. Technology Usage Agreements shall not deny PSMs due process rights.
- C. Monitoring of e-mail and computer usage may be required for just cause.
- D. Training will be provided during paid time for various software programs and technology usage that PSM's are expected to use.
- E. In the event the Board changes its Internet Use Policy, the Board will notify all PSMs with a hard copy of the original and amended policy before implementing a change.

**ARTICLE X – FAIR SHARE FEE**

- A. The Board shall deduct from the pay of PSMs who elect not to become or to remain members of the Covington Education Association, a fair share fee for the Association's representation of such non-member PSMs during the term of this contract.
- B. Notice of the amount of the annual service fee shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of the Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to transmit all amounts deducted to the Union.
- C. Payroll deduction of such annual service fees shall commence on the first pay date that occurs on or after January 15th annually. In the case of PSMs newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after January 15th.
- D. The Treasurer of the Board shall, upon notification from the Association that a PSM has terminated membership, commence the deduction of the service fee with respect to the former PSM. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- E. The Board further agrees to accompany each transmittal with a list of the names of the individuals for whom all service fee deductions were made, the period covered, and the amounts deducted for each

- F. The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the service fee has been established and will be given to each PSM who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- G. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
  2. The Association shall reserve the right to designate counsel to represent and defend the employer.
  3. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appeal the Association or its affiliates' application to file brief amicus curiae in the action.
  4. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein. The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent PSMs in the bargaining unit represented by the Association.

ARTICLE XI - DURATION

This Agreement shall be effective as of August 1, 2013 and expire at midnight, July 31, 2014.

IN WITNESS WHEREOF, the parties hereunto set their hands this 18 day of July, 2013.

FOR: COVINGTON EXEMPTED  
VILLAGE BOARD OF  
EDUCATION

By   
President

By   
Superintendent

By   
Treasurer

By   
Designated Representative

FOR: COVINGTON  
EDUCATION ASSN.

By   
President

By   
PSM

By   
PSM

By   
Designated Representative

Addendum A  
Covington Exempted Village School District  
**Salary Schedule for 2013 – 2014**

Base -- \$31,938

	BA	150 Hours	MA	MA+15	MA+30
Step 0	\$33,311 1.043	\$35,036 1.097	\$37,751 1.182	\$39,348 1.232	
Step 1	\$33,311 1.043	\$35,036 1.097	\$37,751 1.182	\$39,348 1.232	
Step 2	\$34,685 1.086	\$36,537 1.144	\$39,411 1.234	\$41,008 1.284	
Step 3	\$36,058 1.129	\$38,038 1.191	\$41,072 1.286	\$42,669 1.336	
Step 4	\$37,431 1.172	\$39,539 1.238	\$42,733 1.338	\$44,330 1.388	
Step 5	\$38,805 1.215	\$41,040 1.285	\$44,394 1.390	\$45,991 1.440	\$47,651 1.492
Step 6	\$40,178 1.258	\$42,541 1.332	\$46,055 1.442	\$47,651 1.492	\$49,312 1.544
Step 7	\$41,551 1.301	\$44,043 1.379	\$47,715 1.494	\$49,312 1.544	\$50,973 1.596
Step 8	\$42,925 1.344	\$45,544 1.426	\$49,376 1.546	\$50,973 1.596	\$52,634 1.648
Step 9	\$44,298 1.387	\$47,045 1.473	\$51,037 1.598	\$52,634 1.648	\$54,295 1.700
Step 10	\$45,671 1.430	\$48,546 1.520	\$52,698 1.650	\$54,295 1.700	\$55,955 1.752
Step 11		\$50,047 1.567	\$54,358 1.702	\$55,955 1.752	\$57,616 1.804
Step 12		\$51,548 1.614	\$56,019 1.754	\$57,616 1.804	\$59,277 1.856
Step 15		\$53,049 1.661	\$57,680 1.806	\$59,277 1.856	\$60,938 1.908
Step 18		\$54,550 1.708	\$59,341 1.858	\$60,938 1.908	\$62,598 1.960
Step 20	\$51,165 1.602	\$56,051 1.755	\$61,002 1.910	\$62,598 1.960	\$64,259 2.012
Step 25	\$52,538 1.645	\$57,552 1.802	\$62,662 1.962	\$64,259 2.012	\$65,920 2.064

Addendum B  
Covington Exempted Village School District  
Extracurricular Salary Schedule

2013-14    \$31,938

<b>HIGH SCHOOL</b>	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1 Head Football Head Basketball	<b>0.136</b> \$4,344	<b>0.146</b> \$4,663	<b>0.156</b> \$4,982	<b>0.166</b> \$5,302	<b>0.176</b> \$5,621	<b>0.186</b> \$5,940
2 Head Wrestling	<b>0.116</b> \$3,705	<b>0.126</b> \$4,024	<b>0.136</b> \$4,344	<b>0.146</b> \$4,663	<b>0.156</b> \$4,982	<b>0.166</b> \$5,302
3 Marching Band	<b>0.100</b> \$3,194	<b>0.105</b> \$3,353	<b>0.110</b> \$3,513	<b>0.115</b> \$3,673	<b>0.120</b> \$3,833	<b>0.125</b> \$3,992
4 Reserve Basketball Assistant Football Head Volleyball Varsity Assistant Basketball	<b>0.090</b> \$2,874	<b>0.095</b> \$3,034	<b>0.100</b> \$3,194	<b>0.105</b> \$3,353	<b>0.110</b> \$3,513	<b>0.115</b> \$3,673
5 Head Track Head Baseball Head Softball	<b>0.081</b> \$2,587	<b>0.086</b> \$2,747	<b>0.091</b> \$2,906	<b>0.096</b> \$3,066	<b>0.101</b> \$3,226	<b>0.106</b> \$3,385
6 Golf Girls Golf Boys Head Cross Country Boys Head Cross Country Girls 9th Grade Basketball	<b>0.071</b> \$2,268	<b>0.076</b> \$2,427	<b>0.081</b> \$2,587	<b>0.086</b> \$2,747	<b>0.091</b> \$2,906	<b>0.096</b> \$3,066
7 Asst. Baseball Asst. Softball Asst. Track Freshman Volleyball Asst. Volleyball Asst. Wrestling Cheerleading Junior Class Advisors (2) Yearbook Asst. Band Director	<b>0.057</b> \$1,820	<b>0.062</b> \$1,980	<b>0.067</b> \$2,140	<b>0.072</b> \$2,300	<b>0.077</b> \$2,459	<b>0.082</b> \$2,619

<b>HIGH SCHOOL, cont'd</b>		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
8	Asst. Golf Student Council Science Olympiad Club Play Director Asst. Cross Country Jazz Band	<b>0.039</b> \$1,246	<b>0.044</b> \$1,405	<b>0.049</b> \$1,565	<b>0.054</b> \$1,725	<b>0.059</b> \$1,884	<b>0.064</b> \$2,044
9	9th Grade Advisor 10th Grade Advisor 12th Grade Advisor Multimedia/Communications Advisor	<b>0.029</b> \$926	<b>0.034</b> \$1,086	<b>0.039</b> \$1,246	<b>0.044</b> \$1,405	<b>0.049</b> \$1,565	<b>0.054</b> \$1,725
10	Art Club Drama Club Key Club National Honor Society Pep Band SADD Spanish Club Asst. Play Directors (2) Color Guard Choir Accompanist	<b>0.024</b> \$767	<b>0.029</b> \$926	<b>0.034</b> \$1,086	<b>0.039</b> \$1,246	<b>0.044</b> \$1,405	<b>0.049</b> \$1,565

<b>MIDDLE SCHOOL</b>		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Head Football 8th Grade Basketball (2) 8th Grade Wrestling	<b>0.071</b> \$2,268	<b>0.076</b> \$2,427	<b>0.081</b> \$2,587	<b>0.086</b> \$2,747	<b>0.091</b> \$2,906	<b>0.096</b> \$3,066
2	Head Track Head Volleyball	<b>0.057</b> \$1,820	<b>0.062</b> \$1,980	<b>0.067</b> \$2,140	<b>0.072</b> \$2,300	<b>0.077</b> \$2,459	<b>0.082</b> \$2,619
3	Asst. Football 7th Grade Basketball Cross Country Asst. Wrestling	<b>0.046</b> \$1,469	<b>0.049</b> \$1,565	<b>0.052</b> \$1,661	<b>0.055</b> \$1,757	<b>0.058</b> \$1,852	<b>0.061</b> \$1,948
4	Asst. Track 7th Grade Volleyball Science Olympiad Student Council Activity Director Cheerleading Computer Club Advisor	<b>0.036</b> \$1,150	<b>0.039</b> \$1,246	<b>0.042</b> \$1,341	<b>0.045</b> \$1,437	<b>0.048</b> \$1,533	<b>0.051</b> \$1,629
5	Bucc Club Advisor Lift Advisor Scholarship Club Advisor Intramural Basketball Intramural Wrestling 5th/6th Grade Volleyball	<b>0.023</b> \$735	<b>0.028</b> \$894	<b>0.033</b> \$1,054	<b>0.038</b> \$1,214	<b>0.043</b> \$1,373	<b>0.048</b> \$1,533

<b>ELEMENTARY</b>		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Student Council Advisor Title I Coordinator Safety Patrol Advisor	<b>0.036</b> \$1,150	<b>0.039</b> \$1,246	<b>0.042</b> \$1,341	<b>0.045</b> \$1,437	<b>0.048</b> \$1,533	<b>0.051</b> \$1,629
2	Art Club Advisor Computer Club Advisor Literacy Coordinator	<b>0.021</b> \$671	<b>0.024</b> \$767	<b>0.027</b> \$862	<b>0.030</b> \$958	<b>0.033</b> \$1,054	<b>0.036</b> \$1,150
3	IAT Members (5 paid positions)	<b>0.018</b> \$575	<b>0.020</b> \$639	<b>0.022</b> \$703	<b>0.024</b> \$767	<b>0.026</b> \$830	<b>0.028</b> \$894

<b>DISTRICT</b>		<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
1	Athletic Director (3 positions)	<b>0.153</b> \$4,887	<b>0.163</b> \$5,206	<b>0.173</b> \$5,525	<b>0.183</b> \$5,845	<b>0.193</b> \$6,164	<b>0.203</b> \$6,483
2	Muse Machine	<b>0.029</b> \$926	<b>0.034</b> \$1,086	<b>0.039</b> \$1,246	<b>0.044</b> \$1,405	<b>0.049</b> \$1,565	<b>0.054</b> \$1,725
3	Building Technology Coordinator (3 positions; 1 per building)	<b>0.100</b> \$3,194	<b>0.105</b> \$3,353	<b>0.110</b> \$3,513	<b>0.115</b> \$3,673	<b>0.120</b> \$3,833	<b>0.125</b> \$3,992
	Destination Imagination (Odyssey of the Mind) Elementary - 3 teams Middle School - 2 teams High School - 1 team	<b>0.010</b> \$319	<b>0.011</b> \$351	<b>0.012</b> \$383	<b>0.013</b> \$415	<b>0.014</b> \$447	<b>0.015</b> \$479

Addendum C  
Covington Exempted Village School District  
Covington OH 45318

**ABSENCE REPORT**

Employee Name (please print): \_\_\_\_\_

Date(s) Absent: \_\_\_\_\_ Number of Days Absent \_\_\_\_\_  
(full and/or part days)

Substitute required:  Yes  No Times needed: From \_\_\_\_\_ to \_\_\_\_\_

**Sick Leave (1/4 day minimum)**

The undersigned declares and affirms that he/she is hereby making application for the use of sick leave as provided in Section 3319.141 ORC, and the agreement that the use of such sick leave is justified for the following reasons:

Personal Illness  Doctor/Dentist Appointment  Personal Injury

Illness/injury in immediate family: \_\_\_\_\_  
(Relationship)

Death in immediate family: \_\_\_\_\_  
(Relationship)

Other: \_\_\_\_\_

**Personal Leave (1/2 day minimum for certified staff; 1/4 day minimum for classified staff)**

Personal Leave may not be used immediately before or after a holiday or vacation.

Alternate date(s) requested (if applicable): \_\_\_\_\_

**Jury/Military Duty (Submit upon receipt of notice for service)**

**Deduct Day (Consent of Superintendent required)\***

State reason: \_\_\_\_\_

I understand my requirements to furnish notice of the need for Family Medical Leave Act of 1993 (FMLA) as soon as practicable. (Refer to your contract book for guidelines.)

I certify that the absences herein reported are accurate and truly reflect my work schedule. I also understand that approval is contingent upon available Leave balances.

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Supervisor/Principal: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**\*Superintendent Approval/Denial for Deduct Day**

Approved  Denied Date(s): \_\_\_\_\_

Comments: \_\_\_\_\_

Superintendent's Signature: \_\_\_\_\_

*\*(A copy of this form to be returned to the employee upon approval or denial of deduct day.)*

Addendum D  
Covington Exempted Village School District  
Covington OH 45318

**PROFESSIONAL LEAVE REQUEST/EXPENSE STATEMENT**

Name of Person Requesting Leave (please print): \_\_\_\_\_

Current Teaching Assignment (grade or subject): \_\_\_\_\_

Will a substitute be needed during the requested leave:  Yes  No \_\_\_ A.M. \_\_\_ P.M. \_\_\_ All day

Title of Meeting/Workshop/Conference: \_\_\_\_\_

Sponsoring Organization: \_\_\_\_\_

Location: \_\_\_\_\_ Date(s) to be Held: \_\_\_\_\_

Reason for Request: \_\_\_\_\_

**Instructions:** Indicate estimated expenses in *Estimated \$* column and submit for approval. After approval, the Treasurer's office will return the original to employee. Upon trip completion, list actual expenses in *Actual \$* column, sign & date in box at bottom, attach appropriate receipts, and re-submit for payment.

	<u>Estimated Expenses</u>	<u>Actual Expense/Cost</u>
Registration <input type="radio"/> Employee to pay (to be reimbursed) <input type="radio"/> Bd of Ed to pay (completed registration form attached)	\$ _____	\$ _____
Meals	\$ _____	\$ _____
Lodging _____ nights @ \$ _____ per night	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Mileage _____ miles @ \$ _____ per mile	\$ _____	\$ _____
<b>Total</b>	<b>\$ _____</b>	<b>\$ _____</b>

\_\_\_\_\_  
Signature of Person Requesting Leave

\_\_\_\_\_  
Date of Request

\_\_\_\_\_  
Approved-Principal's Signature & Date

\_\_\_\_\_  
Approved-Superintendent's Signature & Date

I certify that the foregoing expenses were actually incurred while conducting official business on behalf of the Covington Exempted Village Schools. Reimbursement will be made only upon presentation of original receipts.

Employee Signature	Date
The foregoing expenses are approved for payment:	
Principal Signature	Date

White - Employee      Yellow - Bldg Secretary      Pink-Treas Office

Addendum E  
Covington Exempted Village School District  
**Grievance Form**

Name of Grievant(s): \_\_\_\_\_

Building: \_\_\_\_\_

Step 1 (Informal Meeting)

Date of occurrence of grievance: \_\_\_\_\_

Date of Informal Discussion: \_\_\_\_\_ with Administrator \_\_\_\_\_  
Name

Date of Administrator's Verbal Response: \_\_\_\_\_

Step 2 (Formal Written Grievance)

1. Statement of Grievance

Cite provisions of the negotiated agreement which have been violated,  
misinterpreted, or misapplied: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. State the relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Submitted: \_\_\_\_\_

Received By: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature of Aggrieved Date

Grievance Form

Administrator's Written Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Administrator Signature: \_\_\_\_\_

Step 3 (Superintendent Hearing)

Hearing Date: \_\_\_\_\_

Superintendent's Written Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Step 4 (Board of Education Hearing)

Hearing Date: \_\_\_\_\_

Superintendent's Written Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Step 5 (Arbitration)

Date of Association's Notice of Intent to Arbitrate: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Received By: \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature of Aggrieved Date

Addendum F  
Covington Exempted Village School District

SCHEDULE OF PAY DATES

2013-14

Sep	6	20	
Oct	4	18	
Nov	1	15	29
Dec	13	27	
Jan	10	24	
Feb	7	21	
Mar	7	21	
Apr	4	18	
May	2	16	30
Jun	13	27	
Jul	11	25	
Aug	8	22	







Addendum J  
Covington Exempted Village School District  
**Medical Insurance Summary**

	TMP <u>Anthem PPO</u>	H.S.A.
Office Co-pay	20	Ded, then 100%
Urgent Care	35	Ded, then 100%
Emergency Room	75	Ded, then 100%
Prescription Drug Co-pay		
Tier 1	10	Ded, then 100%
Tier 2	20	Ded, then 100%
Tier 3	30	Ded, then 100%
Deductible - In Network	100/200	2000/4000
Out of Network	300/600	4000/8000
Coinsurance - In Network	90%/10%	100%/0%
Out of Network	70%/30%	70%/30%
Out of Pocket- In Network	1000/2000	2000/4000
Out of Network	2000/4000	8000/10000

Additional:

- 1) Inc 90 day mail order at 2x copay
- 2) Premium Tiers: Single  
Employee Plus One or Employee Plus Kids  
Family
- 3) HSA: a) Same coverage as the TMP, with higher deductibles and co-pays  
b) Board agrees to put into the HSA \$1000 for single coverage and \$2000 for family/employee plus one coverage each of the first two years in the program (any new enrollee into the program, not dependent on length of employment)

## INDEX

### B

Board Policy Book.....2

### D

Duration of Contract .....30

### F

Fair Share Fee .....28

### Forms

Absence Report.....36

Grievance Forms ..... 38-39

Professional Leave Request .....37

RTI Attendance Form .....41

Additional Sick Leave.....42

Request to Donate Sick Leave.....43

### G

#### Grievance Procedure

Definitions.....23

General Provisions .....24

Procedure .....25

Purpose.....23

Time Limits.....24

### L

Labor Management Council.....27

### Leaves

Family & Medical Leave.....22

Donation of Sick Leave for Catastrophic Illness or

Injury.....22

### Leaves – With Pay

Assault Leave.....20

Jury Duty .....20

Personal Leave .....18

Sabbatical Leave .....20

Sick Leave Donation .....22

### Leaves – Without Pay

Deduct Days .....21

Ill Health .....21

Maternity Leave .....21

Military Leave.....21

### M

Master Teacher..... 27-28

### Miscellaneous

Conflict with Law or Regulation.....26

Intellectual Properties.....27

Mentor Program ..... 26-27

### P

#### Payroll Deduction/Continuing Membership

Deductions .....3

Payday Procedure.....3

Supplemental Contract Payments.....3

Preamble ..... iii

### R

#### Recognition & Negotiations

Association Rights..... 2

Management Rights..... 1

Negotiations ..... 1

Recognition ..... 1

### S

#### Salary & Fringe Benefits

Criminal Background Checks..... 17

Dental Insurance..... 15

Hospitalization/Surgical/Major Medical..... 14-15

Medical Insurance Summary.....44

Licensure Fees..... 17

Life Insurance..... 15

Mileage..... 16

National Board Certification ..... 17

Opt-Out Provision ..... 16

Salary..... 15

Section 125 Flexible Benefits Program ..... 15

Severance Pay..... 16

Coursework Reimbursement ..... 16

Vision Coverage..... 15

#### Salary Schedule

2013-14 ..... 31

Schedule of Pay Dates ..... 40

Supplemental Salary Schedule ..... 32-35

### T

#### Teacher Contract

Continuing Contract ..... 9

Limited Contract..... 8

Supplemental Contract ..... 9

Termination and Non-Renewal..... 9-10

Technology Utilization Provision..... 28

### V

#### Vacancies and Change in Assignment

Definition of Vacancy ..... 11

Notification of Change in Assignment ..... 11

Notification of Vacancies ..... 11

Reduction in Professional Staff ..... 12-13

Seniority ..... 10

### W

#### Working Conditions

Evaluation Procedures ..... 5

Health and Safety ..... 8

Special Education ..... 7

Response to Interventions..... 7

Internal Substitution Rate ..... 5

Job Descriptions ..... 5

Personnel Files ..... 4

Planning Time ..... 5

Progressive Discipline Procedures ..... 6-7

School Calendar ..... 5-6

Student Teacher..... 6

Work Day ..... 4

Work Year..... 4