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AGREEMENT  
BETWEEN THE  
AMANDA CLEARCREEK EDUCATION ASSOCIATION  
AND THE  
AMANDA CLEARCREEK LOCAL BOARD OF EDUCATION

July 1, 2010 to June 30, 2011

## TABLE OF CONTENTS

ARTICLE 1 RECOGNITION .....	1
ARTICLE 2 NEGOTIATIONS PROCEDURE .....	2
ARTICLE 3 MANAGEMENT AND ASSOCIATION RIGHTS .....	4
ARTICLE 4 PAY PRACTICES .....	6
ARTICLE 5 GRIEVANCE PROCEDURE.....	9
ARTICLE 6 ASSAULT PROTECTION.....	12
ARTICLE 7 EVALUATION.....	13
ARTICLE 8 COMPLAINT PROCEDURE.....	17
ARTICLE 9 NON-RENEWAL.....	17
ARTICLE 10 UNIT MEMBER DAY AND YEAR.....	18
ARTICLE 11 VACANCIES AND TRANSFERS.....	20
ARTICLE 12 INDIVIDUAL RIGHTS.....	22
ARTICLE 13 SEQUENCE OF CONTRACTS.....	23
ARTICLE 14 REDUCTION IN FORCE PROCEDURES .....	23
ARTICLE 15 LEAVES OF ABSENCE.....	26
Sick Leave.....	26
Child Care Leave.....	27
Personal Leave.....	28
Aggregate Number of Unit Members Absent at the Same Time.....	28
Court Leave.....	28
Military Duty.....	28
Professional Leave.....	28
Sabbatical Leave.....	29
Religious Observance.....	29
Parent-Teacher Conference Leave.....	29
Sick Leave Bank.....	30
ARTICLE 16 COMPENSATION FOR SUBSTITUTION DURING EMERGENCY SITUATIONS.....	30

ARTICLE 17 RETIREMENT INCENTIVE PAY.....	31
ARTICLE 18 SEVERANCE PAY.....	31
ARTICLE 19 STRS PICK-UP.....	32
ARTICLE 20 TUITION CREDIT.....	32
ARTICLE 21 TRAVEL MILEAGE.....	34
ARTICLE 22 TERMS AND CONDITIONS.....	34
ARTICLE 23 CHRONIC COMMUNICABLE DISEASES.....	37
ARTICLE 24 FACULTY PASSES.....	37
ARTICLE 25 PERSONNEL FILES.....	37
ARTICLE 26 INSURANCES.....	38
ARTICLE 27 ENTRY YEAR PROGRAM.....	41
ARTICLE 28 CONTRARY TO LAW.....	41
ARTICLE 29 AGENCY FEE.....	41
ARTICLE 30 LEGISLATIVE MANDATES.....	43
ARTICLE 31 SUPPLEMENTAL CONTRACTS .....	44
ARTICLE 32 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE.....	45
ARTICLE 33 EMPLOYMENT OF RETIRED TEACHERS .....	47
ARTICLE 34 MASTER TEACHERS.....	48
ARTICLE 35 DURATION.....	47
APPENDIX A SALARY INDEX AND SCHEDULES.....	49
APPENDIX B SUPPLEMENTAL INDEX AND SALARY SCHEDULES.....	52
APPENDIX C SUPPLEMENTAL SALARY GROUPINGS .....	53
APPENDIX D PERSONNEL FILE INSPECTION FORM.....	54
APPENDIX E TEACHER EVALUATION FORM.....	56

APPENDIX F GRIEVANCE FORM.....62

APPENDIX G SUPPLEMENTAL EVALUATION FORMS .....65

APPENDIX H SCHEDULE OF BENEFITS .....70

APPENDIX I APPLICATION FOR CONTINUING CONTRACT STATUS.....76

APPENDIX J SICK LEAVE BANK FORM.....77

ARTICLE 1  
RECOGNITION

- A. The Amanda-Clearcreek Local Board of Education recognizes the Amanda-Clearcreek Education Association/COEA/OEA/NEA as the exclusive representative for all full and part time certificated personnel under a regular teaching contract in the District and L.D. tutors. Substitutes working less than sixty (60) consecutive days, aides, noncertificated personnel and administrative, supervisory personnel hired under an administrative contract and/or who hold administrators' positions are specifically excluded from the bargaining unit. Administrative supervisory personnel are defined as those employees who have the right to hire, fire, evaluate, discipline, discharge and/or recommend such actions.
- B. The Board and Association agree that matters to be negotiated shall be confined to salary, hours and other terms and conditions of employment; and the continuation, modification or deletions of the provisions of this Agreement. Items which are not negotiable are those matters reserved to management unless the Board agrees to negotiate on those matters.
- C. The Board recognizes that the Association represents only the positions set forth in Section A above, and that the Association shall not be considered as the bargaining agent for any other employees.

D. Definitions

- 1. Association            the Amanda Clearcreek Education Association/COEA/OEA/NEA
- 2. Board                    the Amanda Clearcreek Local School District Board of Education acting as a corporate entity
- 3. Building                Each building (grade cluster) will consist of the following:
  - Primary (K-2)
  - Elementary (3-5)
  - Middle School (6-8)
  - High School (9-12)
- 4. FCESC                    Fairfield County Educational Service Center
- 5. Day                        a calendar day, unless otherwise indicated
- 6. District                  the Amanda Clearcreek Local School District
- 7. Employer                anyone acting on behalf of the Board in a particular instance

8. Masters +30            The Master+30 salary step is defined as thirty (30) semester hours of course work earned after the Masters Degree has been earned.
9. ORC                    Ohio Revised Code  
<http://onlinedocs.andersonpublishing.com/oh/lpExt.dll?f=templates&fn=main-h.htm&cp=PORC>
10. Superintendent    the Amanda Clearcreek Superintendent or his/her designee
11. Tutor Rate            The tutor rate is paid for certain duties that take place outside of the school day, such as after-school programs, home instruction and summer school.
12. Unit Member        a member of the bargaining unit
13. Work Day            a weekday other than school recognized holidays

## ARTICLE 2

### NEGOTIATIONS PROCEDURE

- A.    The Employer and the Association shall each designate a bargaining team of up to five (5) members and two (2) observers. All bargaining shall be conducted exclusively and in executive session between the teams. All meetings, including mediation, shall be scheduled during non-working hours unless otherwise mutually agreed to.
- B.    In the year in which the contract expires, either party may notify the other of a desire to commence bargaining. Notification by the Association shall be made in writing to the Superintendent; notification by the Employer shall be made in writing to the President of the Association. Within fifteen (15) days of such notification, the parties shall mutually establish a meeting date. At the initial meeting, the parties shall establish ground rules for the negotiations. After issues are exchanged, no new issues may be submitted except by mutual agreement.
- C.    Time Limits  
  
Time limits will be mutually agreed to.
- D.    Information
1.    The parties agree during negotiations to provide each other, upon written request and within a reasonable time, regularly and routinely prepared

information for development and evaluation of proposals. Access to such information in such form as it exists constitutes compliance with this provision and neither party is obligated to develop data or information not in existence or to rework, redraft, summarize, compute or otherwise develop data or information in other than its existing form. Any costs incurred as a result of providing such information shall be paid by the requesting party.

E. While Negotiations are in Progress

1. Both parties may issue progress reports to their members so as to keep their members informed with respect to the progress of negotiations.
2. Statements to the media may be issued. A copy of any media release shall be furnished to the other party at the same time and by the same method.
3. Each team shall designate one (1) chief spokesperson who shall make verbal responses for his team members and be responsible for signing any tentative agreements arrived at. Signed tentative agreements shall not be changed or submitted to further bargaining except by mutual agreement.

F. Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings as team members; or for the purpose of providing information pertinent to negotiations. Agreement When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board. Upon official adoption and ratification, the Agreement shall be signed by and be binding upon both parties. It shall be the responsibility of the Employer to type the final Agreement and to print and distribute copies of the new Agreement to the Association. The total costs incurred as a result of the typing and printing of the Agreement shall be shared equally by the Association and the Board. The Association will be given twenty-five (25) extra copies of the Agreement.

G. Disagreement

The following impasse procedure will be used in the event the parties cannot reach agreement prior to the expiration of the negotiations period.

1. Either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement.
2. The mediator shall have the authority to call meetings and to meet with the team representatives of the Association and the Employer. However, the mediator shall not have the authority to extend mediation beyond the time limits of the current Agreement, or to bind the parties to any items or agreement.

3. This alternate impasse procedure supersedes and takes the place of the requirements of ORC Chapter 4117.
4. At any time the parties may mutually agree to a different alternate impasse procedure.

H. Amendment of Procedures

The parties agree that any or all of the procedures contained in this Article may be amended at any time by mutual agreement.

ARTICLE 3

MANAGEMENT AND ASSOCIATION RIGHTS

A. Management Rights

1. Except as specifically abridged, limited or modified by a specific and express term of this Agreement, the Board retains and reserves to itself, without limitation, all powers and authority conferred upon it by law (including those management rights provided by ORC 4117.08(C)(1-9)).
2. If the Employer would like to obtain a waiver of any provision of this Agreement in a particular situation, the Employer and an Association/building representative will meet in an attempt to resolve the issue. If the parties are unable to reach an agreement, the Employer and the teacher(s) involved may agree to a waiver as long as no precedent is set, no other employees are adversely affected, and the Association is given notification of the Agreement. The Association may not file a grievance concerning a situation where an employee has entered into a waiver agreement and that employee does not wish to file a grievance.

B. Association Rights

Recognition of the Association as the bargaining agent shall entitle the Association to certain exclusive rights as follows:

1. The Association shall have the right to use the faculty lounge bulletin boards in each building for official Association business.
2. With the prior notification to the principal and/or Superintendent, a representative of the Association may make announcements at the end of school faculty meetings.
3. With the prior notification to the building principal, a representative of the Association may make announcements over the building public address system either prior to or after the student school day.

4. The Association building representative will have permission to use individual school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio visual equipment, when such equipment is not otherwise in use. All equipment will be checked as to condition by the building principal or his/her designated representative and the Association building representative prior to its use so that, in the event of damage or breakage, the Association will be responsible to repair or replace the equipment at pro-rated market value. Supplies in connection with such equipment used will be furnished and paid for by the Association.
5. The Association shall have the right to use school buildings and facilities during non-school hours without charge for meetings held during the custodian's scheduled work time so long as such meetings do not interfere with previously scheduled building activities. The Association shall make arrangements with the Superintendent and/or building principal(s) for such use at least twenty-four (24) hours prior to any proposed meeting(s), when possible. The Association shall use the building according to regulations established by the Board and shall be responsible for any costs incurred, such as damages, custodial overtime pay, etc.
6. The Association may place Association communications in the mailboxes of Association members. The Association shall have the right to place an organizational identification on the mailboxes of all teachers who are unit members.
7. The Association shall receive notice of any regular or special Board meeting in accordance with the directives of the "Sunshine Law". Such notification shall be made to the President of the Association on the same basis as it is to the news media.
8. The Association President and building representatives shall receive an advance copy of the agenda of each Board meeting. The agenda shall be sent through the inter-school mail at the same time as it is sent to the Board members.
9. The Association shall further receive two (2) complete packages of the information submitted to the Board, aside from confidential materials. One (1) shall be sent to the Association President, and one (1) to a designated building representative in another building.
10. Two (2) representatives of the Association shall be accorded the same seating privilege as the press at regularly scheduled or special, non-executive session meetings of the Board. A representative of the Association shall be permitted to address the Board during the Board meeting prior to the Board's opening discussion with other representatives

of the public. Minutes of the Board meeting will be made available to the Association as they become available and upon Association request.

11. With the individual's written authorization, the names and addresses of newly employed unit members shall be provided to the Association prior to the beginning of the school year. The Employer will obtain ten (10) copies of the Fairfield ESC Directory for Association use.
12. The Superintendent shall provide time for the Association to address new unit members at the initial orientation meeting. The Association shall also have the right to place a letter in the Superintendent's packet to all new unit members informing them that the Association is recognized as the exclusive bargaining agent.
13. The President of the Association and/or a designee (upon notification to his/her building principal) and/or the consultant of the Association may visit schools during non-working (i.e., non-student contact) time. Either prior to or immediately upon the previously mentioned person's arrival at any school, he/she shall notify the principal or, in his/her absence, the acting building administrator of the visit. Such visitations shall not interfere with the operations of the school system or with the employment responsibilities of the individual unit member being contacted.
14. Visits made to discuss with the principal special problems of individual unit members must be arranged in accordance with the appropriate building principal and/or the Superintendent.
15. The Association will have six (6) days per school year, with the option of carrying over a maximum of two (2) days to the next year, to use for the purpose of attending meetings and conventions that apply to Association business. All expenses, excluding the costs of substitutes, are totally the responsibility of the Association or Association member(s). Requests for Association leave shall be submitted from ACEA to the Superintendent, the Treasurer, and the building principal, as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested.

#### ARTICLE 4

##### PAY PRACTICES

- A. All unit members must have a valid teaching certificate on file in the office of the Superintendent at least five (5) working days prior to the first pay of the school year.
- B. Unit members will be credited with up to ten (10) years of service credit for previous teaching experience in chartered public and non-public schools provided that the unit member had a valid teaching certificate during each year of credited

teaching experience. The Employer has the discretion to grant up to twenty years of service credit in appropriate circumstances.

- C. A year of teaching experience shall be for not less than one hundred twenty (120) school days of any given school year and must be for regular or substitute teaching.
- D. Up to five (5) years of service credit shall be granted for previous military service.
- E. All previous experience, both teaching and military, must be verified by the unit member.
- F. Per diem deductions shall be made for previously authorized absence other than those provided for under the leave provisions of this Agreement. The deduction of a day's salary is calculated as follows:
  - 1. The total number of days the unit member is employed divided into the total salary (excluding any supplemental pay) times the number of days of previously authorized absence.
  - 2. The deduction shall be made in the paycheck following the previously authorized absence.
- G. All unit members under contract by June 1 for the following school year will be given a salary notice by July 1. Unit members employed after June 1 will be given a salary notice within thirty (30) days after employment by the Board. If an agreement is reached for the remainder of that year, then a salary notice will be issued within thirty (30) days after the adoption of that agreement by the Board.
- H. All unit members shall receive their W-2 forms on or before January 31.
- I. Pay days will be the 5<sup>th</sup> and the 20<sup>th</sup> of each month. All unit members will be paid via direct deposit. Direct deposit stubs will be available via email distribution.
- J. Unit members qualifying for a higher salary bracket because of increased training shall file the appropriate documentation with the Treasurer on the first workday of each school year.
- K. Payroll Deductions
  - 1. Dues, Fees
    - a. The Employer shall provide for twenty (20) payroll deductions for Association and affiliate dues or fees. For all unit members that so choose, the deductions shall start with the first and second pay in November and continue with the first and second pay of each month for nine (9) additional months. Such deduction shall continue from year to year at the discretion of the unit member.

- b. For any yearly payroll deduction, there shall be equal withdraws throughout the year or the deduction shall be made in one full sum.
- c. Except in cases of emergency, payroll deductions may be established or revised effective on the first working day in September, December, March and June.
- d. The Association shall notify the Treasurer as to the names of the persons requesting payroll deduction of dues or fees and the amounts of those dues or fees by October 30 of each year.
- e. The Treasurer shall submit monthly to the Association Treasurer a check for the total amount deducted that month.
- f. The Board, recognizing the Association as the exclusive representative of the unit members, shall not permit payroll deduction of dues for any competing organization as long as the Association remains the recognized representative of the unit members.
- g. If, for any reason, the Board fails to make a deduction for any unit member as above provided, it shall make that deduction from the unit member's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the unit member. The Association agrees to hold the Board and its employees and agents harmless for any and all errors arising out of the dues deduction procedure, provided that such error is corrected in accordance with this policy.

2. Credit Union

The Employer shall provide for payroll deductions for the credit union. Such deductions shall be over twenty-four (24) pays and shall continue from year to year at the discretion of the unit member.

3. Tax Sheltered Annuities

- a. The unit member agrees to hold harmless the Board and its employees and agents for all claims dealing with deductions of designated annuities, so long as the Board makes payment in a timely manner.

- b. Companies

Upon the effective date of this Agreement, any new company must be representative of at least five (5) unit members or one percent (1%) of the total full-time unit members, whichever is greater,

unless the company has an in-force contract with a new unit member.

The Treasurer's office shall maintain and make available to unit members, upon request, a list of annuity companies eligible for payroll deduction.

4. FCPE
  - a. The Treasurer shall make deductions for FCPE if authorized by the unit member (\$1.00 minimum).
  - b. At the discretion of the unit member, such deductions shall be made either:
    1. Over twenty-four (24) pays and shall continue from year to year; or
    2. A total amount may be authorized by the unit member to be withheld in a designated number of equal payments.
5. All deductions shall be forwarded by the Treasurer to the proper authority immediately upon the issuance of payroll checks.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### Section 1. Definitions

- A. Grievance: An alleged violation, misapplication or misinterpretation of the written negotiated contract between the Board and the Association.
- B. A grievant shall mean a unit member or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned Agreement has actually occurred. Association grievances shall be filed at the Superintendent's level unless the parties to the grievance work in one (1) building where the grievance shall be filed with the building principal concerned.
- C. All days referred to herein shall be days in which school is in session unless otherwise specified. The time limits may be waived at any step of this procedure so long as both parties have agreed in writing.
- D. The grievant shall have the right to be represented by an Association representative at any level of this procedure. Notwithstanding ORC §9.84, the Association has the sole and exclusive right to represent grievants during this process.

## Section 2. Purpose

- A. The purpose of the grievance procedure is to secure at the lowest possible administrative level proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the procedure.
- B. Nothing herein shall prohibit any grievant from discussing his/her grievance informally with any member of the Association or the Employer.

## Section 3. Initiating and Processing a Grievance

### Step One: Informal

Any unit member having a grievance shall first discuss such grievance with his/her building principal and may be accompanied by representatives of his/her choice.

### Step Two: Principal

If the discussion does not resolve the grievance to the satisfaction of the unit member, such unit member shall have the right to lodge a written grievance with such unit member's building principal, if the principal has the authority to adjust the grievance. If not, the grievance will be filed at Step Three. If such grievance is not lodged within twenty-two (22) days following the act or condition which is the basis of said grievance, said grievance shall no longer exist.

The written grievance shall be on a standard form attached to this Agreement and supplied by the Employer to individual unit members. The written grievance shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the agreement and the negotiated item agreements allegedly violated, misinterpreted or misapplied. A copy of such grievance shall be filed within twenty-two (22) days of the act or occurrence upon which the grievance is based. A hearing shall be conducted between the building principal and the grievant within ten (10) days after receipt of the written grievance. The grievant shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by representatives of his/her local Association.

Within ten (10) days of the hearing, the principal shall render a written decision (which shall include reasons based upon the circumstances of the grievance) to the grievant, with a copy going to the Association President and the Superintendent.

### Step Three: Superintendent

If the action taken by the building principal does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Superintendent. Failure to file such appeal within ten (10) days from receipt of the written memorandum of the principal's action on said grievance shall be

deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within ten (10) days after the receipt of the appeal. The grievant shall have the right to be represented at such hearing by representatives of his/her local Association. The Superintendent shall take action on the appeal of the grievance within ten (10) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant and the building principal.

Step Four: FMCS Mediation

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant and the Association may request FMCS mediation. The notice of mediation request shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such request within ten (10) days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. The parties will attempt to agree on an FMCS mediator. If unable to agree, the Association will request for FMCS to appoint a mediator.

Step Five: Arbitration

If the grievant(s) and the Association are not satisfied with the Step Four results, the Association may, within ten (10) days, submit Grievance Report Form Step Five to the Superintendent. Within ten (10) days of submission to the Superintendent, the parties shall attempt to agree on an arbitrator. If no arbitrator is agreed upon, the Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of seven (7) arbitrators.

Each party shall strike those names which are unacceptable, rank the remaining arbitrators, and return the list to AAA. The arbitrator appearing on both lists as acceptable that has the highest cumulative ranking will be designated as the arbitrator. The AAA shall not have the authority to independently designate an arbitrator. If an arbitrator is not selected from the first two lists using this method, the parties shall select an arbitrator from the third list using the alternate strike method.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing, a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on all parties, except that the arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award that violates the terms and conditions of the Agreement between the Association and the Board.

The costs for the arbitrator shall be shared equally by the grievant(s) and the Board.

#### Section 4: Miscellaneous

- A. If the administration does not render a decision within the prescribed time, the grievance will be automatically advanced to the next step.
- B. A grievance may be withdrawn at any level without prejudice.
- C. Copies of all records dealing with a grievance will be furnished to all parties to a grievance. No records or documents concerning a grievance will be placed in the personnel files of any of the participants.
- D. A separate file for grievances will be kept in the Superintendent's office.
- E. No participant in the grievance procedure shall be subject to reprisal or discrimination as a result of their participation in the procedure.

### ARTICLE 6

#### ASSAULT PROTECTION

The Board supports the prosecution of any student, or visitor to a building or grounds, who physically assaults a unit member. Procedures for filing reports:

- A. Any unit member who has suffered a physical, written or verbal assault that resulted in mental or physical injury and/or loss of personal property while performing contractual or other duties related to his/her employment by the Board shall make an immediate oral report, if possible, and shall within one (1) working day, unless incapacitated, make a written report on Board prescribed forms of the circumstances thereof to the building principal. The individual shall make supplemental written reports attaching copies of any summons, complaints, process, information indictment, notice, or demand served upon him in connection with such assault and/or loss of personal property within five (5) working days after he/she has been served therewith, and shall report the final disposition of any such proceedings.
- B. The principal or designated representative shall obtain a list of witnesses to said assault. The principal shall then obtain a written statement of the observations of each witness.
- C. Such reports will be forwarded to the Superintendent's office. Provided that such information is not privileged by law, copies of all reports will be provided to the unit member by the Employer.
- D. The Superintendent shall acknowledge receipt of the principal's and the unit member's reports and shall communicate this information immediately to the President of the Board and President of the Association with a written verification.

- E. In order to be eligible for the benefits contained in Section F below, unit members assaulted while performing contractual duties related to their employment by the Board must file a claim with the State Worker's Compensation Bureau for reimbursement of salary, hospital and doctor bills. A member of the administrative staff will assist the individual involved in the filing of such forms. Should the individual receive Worker's Compensation salary reimbursement, the Board will pay the difference between that reimbursement and the individual's regular per diem rate of pay (excluding supplemental contract pay unless the unit member is also unable to perform those supplemental contract duties) while he/she is covered under this Article.
- F. If a physical assault, or injury caused by violence, on a unit member results in his/her inability to perform contractual related duties for a period of time, the unit member shall be provided leave until he/she is able to resume his/her professional duties without net loss of pay for a period not to exceed forty (40) unit member work days. No deduction shall be made from his/her sick leave while the unit member is covered under this Article. The unit member, unless incapacitated, shall make written application for leave, and will provide the Board with a written physician's statement recommending the leave and the approximate duration of the disability and/or be examined by a Board designated physician at Board expense.
- G. A student who physically assaults a unit member shall be immediately suspended and removed from the premises by the sheriff, children's services, or parent, or isolated and supervised until such time that an investigation can be made.
- H. Should any unit member knowingly and with intent make false application for and/or falsify any information within the provisions of this Article, he/she shall be subject to written reprimand, suspension or termination.
- I. If a unit member is unable to gain restitution of destroyed personal property from the student involved, then the Board shall withhold all grades, diplomas and transcripts until full restitution has been made by the student.
- J. If a unit member is injured on the job, he/she is required to go promptly to First Medical or another Bureau of Workers Compensation (BWC) approved facility for treatment and a drug/alcohol test. The list of approved facilities can be found on the BWC website (<http://www.ohiobwc.com/>).

## ARTICLE 7

### EVALUATION

The purpose of this procedure is to assist a unit member in improving his/her effectiveness and the Board in evaluating the unit member's effectiveness. This Article shall supersede and take the place of all statutory provisions regarding evaluations.

A. Definitions

1. Evaluation

A written summary of the unit member's performance based upon formal and informal observations. Each evaluation shall be preceded by at least one formal observation.

2. Formal Observation

The worksite observation that leads to a written evaluation.

3. Informal Observation

All other observations pertaining to the unit member's assigned responsibilities and duties.

4. Evaluation Conference

The conference between the evaluator and the unit member which follows a formal observation. At this conference the evaluator will share the written evaluation instrument with the unit member.

5. Observation Conference

A conference between the evaluator and the unit member which follows an observation that the evaluator designates as supplemental to the formal observations required by the evaluation procedure. This type of conference does not require a written instrument.

B. Guidelines

1. Each unit member in his/her first year of employment with the District will be formally observed and evaluated at least three (3) times. At least two (2) of the formal observations shall be scheduled.
2. Each unit member whose contract is due to expire at the end of that school year shall be formally observed and evaluated at least twice. At least one of the formal observations shall be scheduled.
3. All other unit members on limited contracts shall be formally observed and evaluated at least once per year. At least one (1) formal observation shall be scheduled.
4. Unit members on continuing contract shall be formally observed and evaluated at least once every other year. The formal observation may or may not be scheduled.

5. Formal observations shall not be conducted on the day before or after a scheduled holiday or school break, on the day after an absence, on the first day of a semester class, or on the last day of a marking period.
6.
  - a. At the evaluation conference, the evaluator shall suggest resources available, if possible within the District, so as to enable the unit member to develop and implement any skills noted as "needs improvement".
  - b. A follow-up conference shall be scheduled at a mutually agreeable time.
  - c. The time for the conference shall be noted on the evaluation form and initialed by the evaluator and the unit member.
  - d. The purpose of the conference shall be to discuss the unit member's progress and/or to provide additional resources until adequate improvement has been achieved.
7. If any weaknesses (i.e., "needs improvement") are noted on the evaluation form, those weaknesses shall be supported by specific written comments, and specific written suggestions for bringing about improvement in the areas noted.
8. The unit member shall be evaluated by his/her designated administrator, unless another District administrator or an FESC supervisor is selected by the mutual agreement of the Superintendent and the unit member being evaluated.
9. The unit member may request an additional observation to be conducted by another District administrator or FESC supervisor selected by the mutual agreement of the Superintendent and the unit member being evaluated.
10. A unit member may provide additional commentaries on their performance by non-Employer observers, which the Employer may consider in its decisions regarding the unit member's employment status.
11. The results of any student/parent/community assessment or survey, including but not limited to, Value Added Assessment, OAT, OGT, LCAP and grade level achievement tests, shall not be used in any manner to evaluate bargaining unit members.

C. Procedure

1. Scheduled formal observations shall be arranged at least one (1) workday in advance.

2. All formal observations leading to a written evaluation shall be a minimum of thirty (30) minutes in duration, and a maximum of one (1) hour.
3. All formal observations of a unit member's work performance shall be in full open view of the unit member.
4. There shall be an evaluation conference held within ten (10) workdays of the formal observation.
5. All evaluation forms shall be dated and signed by the unit member. Such signature shall not necessarily indicate agreement with the evaluation.
6. A unit member shall be given a copy of any written evaluation before it is placed in the unit member's file.
7. Unit members shall be permitted to affix comments to any evaluation form within five (5) workdays of the evaluation conference.
8. There shall be three (3) copies of the evaluation instrument: one (1) for the unit member, one (1) for the Employer, and one (1) for the file.
9. The current evaluation instrument is attached hereto as Appendix E.
10. The contents of an evaluation shall not be subject to the grievance procedure.
11. All procedures in Sections B and C of this Article must be followed by the Employer prior to non-renewal of any limited contract.

The failure of the Employer to evaluate a unit member in a given year shall mean that said unit member's work performance has been satisfactory for that particular year.

D. Timelines for Formal Observations

1. Limited Contract Teachers
 

One required observation	-	March 26
Two required observation(s)	-	November 30 and March 26
Three required observation(s)	-	November 30, January 30, and March 26
2. Continuing contract teachers - April 15
3. These timelines may be modified in the event that absence of the evaluator or the unit member precludes the timelines from being met, or in the event of mutual agreement between the evaluator and the unit member.

4. If the evaluation conference takes place more than ten (10) workdays after the formal observation, the unit member may request that a new observation take place.

## ARTICLE 8

### COMPLAINT PROCEDURE

- A. When a complaint is made to the Board, any of its members, or to administrators concerning a unit member's conduct or other activities that relate to that unit member's employment duties, an informal investigation shall occur to determine whether the concern is serious enough to be considered a matter of record.
- B. If the complaint is serious enough to be considered a matter of record, the appropriate administrator shall meet with the unit member as soon as possible but no later than twenty (20) working days to discuss the complaint. The appropriate administrator and the unit member shall attempt to resolve the complaint.
- C. Before the complaint is taken to the Board for action, an investigation will be conducted by the Superintendent.
- D. The Board recognizes the need for confidentiality and will make every effort to ensure that the complaint is handled in a confidential manner.
- E. A unit member has the right to Association representation during any investigatory interview that the employee reasonably believes could lead to discipline. Employees also have the right to Association representation at conferences during which discipline is being administered.
- F. The Employer will notify unit members of any complaint that might become a matter of record. Anonymous complaints will not become a matter of record.
- G. The Employer will strongly encourage individuals who wish to file a formal complaint against a unit member to submit the complaint in writing, preferably on the approved form. The form itself will not be placed in the unit member's personnel file, however the results of any investigation of the complaint may be placed in the unit member's personnel file. The mere filing of a complaint cannot be used against a unit member in the evaluation process, but the result of any investigation of the complaint can be included in the evaluation process.

## ARTICLE 9

### NON-RENEWAL

The following procedures shall be used in the processing of a non-renewal recommendation of a unit member's contract:

- A. A unit member shall be notified by the appropriate evaluator and the Superintendent of his/her intent to recommend non-renewal as is prescribed in the unit member evaluation instrument by April 1.
- B. If a unit member is working under a limited contract, he/she may request within five (5) days of the receipt of the non-renewal recommendation, a meeting with the Superintendent during which the evaluators and/or the Superintendent shall provide a reason in writing for his/her non-renewal recommendation.
- C. Should the unit member so desire he/she may request a hearing with the Board to provide evidence which may rebut the Superintendent's recommendation for nonrenewal. Said hearing request shall be filed with the Treasurer within three (3) days of the unit member's meeting with the Superintendent. The unit member shall have the right to a representative at said hearing. The hearing shall be in executive session unless the parties mutually agree to do otherwise.
- D. The reasons for non-renewal shall be neither arbitrary nor capricious and shall be rationally related to the unit member's ability to perform in his/her assigned duties.
- E. No unit member shall be non-renewed unless evaluated pursuant to the procedures set forth in this Agreement.
- F. This Article shall apply to regular limited teaching contracts only.
- G. This Article shall supersede all statutory provisions regarding the non-renewal of limited contracts.
- H. The Board will act on all Superintendent recommendations for non-renewal on or before April 30.
- I. Long-term substitutes will be automatically non-renewed at the expiration of the year without requirement of notice or action by the Board.

## ARTICLE 10

### UNIT MEMBER DAY AND YEAR

- A. The normal work year will consist of 184 workdays, including two preparation days and three in-service days.
- B. Unit members' normal workdays will be no longer than seven and one-half (7-1/2) hours. The school day will not start earlier than 7:30 a.m. or end later than 4:30 p.m. However, if meetings are scheduled in which attendance is required, unit members shall remain up to an extra hour prior to or beyond the workday. Except in extenuating circumstances, no meeting in the District shall be called without twenty-four (24) hours notice. Except in extenuating circumstances, the total number of meeting hours shall not exceed two (2) per month.

- C. Duties will be assigned by the building principal or his/her designee. Total minutes of extra duty time shall be assigned as equitably as possible among unit members. The extra duty schedule will be prepared in advance with the understanding that unit members may trade extra duties if the trade is agreeable to both members and the building principal. The principal shall be notified at least twenty-four (24) hours prior to the duty if times are traded. No extra duties will be regularly scheduled beyond the normal workday, except in the case of an emergency.
- D. Unit members shall receive thirty (30) consecutive duty-free minutes for lunch.
- E. Unit members shall receive no less than two hundred (200) minutes per week for preparation time. This shall include at least one (1) thirty (30) consecutive minute period per day (not necessarily during the student day) in the elementary. Special teachers will be placed on a committee for input into scheduling.
- F. The administration shall be responsible for the equitable distribution of work among unit members. Work is defined as follows (where applicable): number of classes, number of preparations, class size, instructional/non-instructional duties, and number of classes at a specific instructional level.
- G. All scheduled days shall be during the regular work week of Monday through Friday, exclusive of scheduled school holidays.
- H. The official closing of schools by the Superintendent on account of severe weather or other non-Association labor related emergency conditions shall not result in loss of pay.
- I. Unit members are required to be present 10 minutes prior to the students arrival time on all instructional days. Student arrival time is defined as the time when the students are officially permitted to go to their first period or homeroom classes. Teacher workdays and in-service days are exempted from this provision.
- J. Any unit member who is on sick leave with pay when schools are closed due to severe weather or other conditions shall receive the same pay as the unit member would have received if school had been in session on such days. No deduction from days of accumulated sick leave shall be made for such days.
- K. Should the State Board of Education or law change to require either a longer day or school year, the day or year shall be adjusted accordingly and the parties shall meet immediately to negotiate compensation for such change.
- L. A Committee consisting of two individuals appointed by the Superintendent and two individuals appointed by the Association President will meet near the end of each school year to plan the curriculum development for the in-service days for the following school year. The Committee may meet more often if necessary.

- M. School Calendar - The Association shall be furnished a proposed school calendar at least four (4) weeks in advance of the adoption of the calendar by the Board. At least two (2) weeks in advance of adoption of the calendar, representatives of the Association shall meet with the Superintendent to discuss Association recommendations for the calendar. The school calendar shall contain the daily starting and ending times for each building. The Board shall retain final authority with respect to the school calendar.
  
- N. A two (2) hour early release day for professional development will be held on the third Wednesday of each month if school is in session. The planning for the use of this time is the responsibility of the school administration with Association input. Some of this time will be used for the analysis and the input of data from student assessments according to testing deadlines.
  
- O. Team meetings can be held up to one time per week for a maximum of 30 minutes. Meeting times will be from 2:40 p.m. to 3:10 p.m. for grades 6 through 12, and 3:45 p.m. to 4:15 p.m. for grades Kindergarten through 5<sup>th</sup> grade or if by team's choice, during their common planning time (or another time as agreed upon with the building principal). Time from 2:40 p.m. to 2:55 p.m. for grades 6 through 12, and 3:45 p.m. through 4:00 p.m. for grades Kindergarten through 5<sup>th</sup> grade does not count against the meeting time referred to in Section B of this Article.
 

Team meetings can be held up to one time per week for a maximum of thirty (30) minutes. Meetings will be held before (or after the contractual day or at another time as agreed upon with the building principal). Time shall be documented and does not count against the meeting time referred to in Section B of this Article.
  
- P. The district will allow one and one half (1 ½) hours for lunch on in-service days. This is only for those days that the in-service is at school, lunch is not provided, or not available from the cafeteria.

## ARTICLE 11

### VACANCIES AND TRANSFERS

- A. Vacancies
  - 1. For any bargaining unit position that is to be filled, an announcement of that position will be posted for five (5) working days on the school district's web site and will be sent to all certified staff via email.
    - a. Position(s) available;
    - b. Qualifications and requirements for the job as determined by the Superintendent;
    - c. Deadline for applications;
    - d. Effective starting date;
    - e. Any additional pertinent information.

2. Persons wishing to be considered for any such vacancies shall notify the Superintendent in writing within five (5) working days from the date of the vacancy posting. The Board reserves the right to make the determination of the best-qualified individuals available for filling or not filling any position(s) in the District. However, no position shall be filled from outside the District if a qualified unit member has applied and is qualified for the position in accordance with this policy. Should a unit member be denied a position, the Superintendent shall provide reasons in writing upon the unit member's request.
3. Vacancies do not arise until after transfers and assignments (including B(1-3) below) have been made.

B. Voluntary Transfers

1. All changes in teaching assignments will be made and unit members affected notified prior to August 1, of any school year, if at all possible.
2. Unit members who desire a change in grade and/or subject assignment or who desire reassignment to another building may file a written statement of such desire with the Superintendent at any time during the school year, but not later than June 1. Such statement will include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which he/she desires to be reassigned.
3. Transfers and assignments will be made on the basis of Section (B)2 above, without posting of individual job openings.

C. Involuntary Transfers

1. Occasionally, it may be necessary to involuntarily transfer or reassign unit members. In all cases of involuntary transfers or reassignment, the Superintendent will make the final decision in keeping with ORC Section 3319.01 and the provisions of this Agreement.
2. An involuntary transfer will be made only after a meeting with the unit member and the Superintendent has taken place.
3. A unit member shall be given a choice of available positions when being involuntarily transferred, if possible.
4. In the case of an involuntary transfer necessitated solely by a demographic shift, the Superintendent will allow each unit member currently teaching in the area or grade level where the reassignment needs to occur to volunteer for a transfer. [Example: If a third grade teacher needs to be

moved to fourth grade due to a demographic shift, only the unit members currently teaching third grade in the affected building will be eligible to volunteer under this provision.]

- a. Affected unit members will have up to three (3) workdays to volunteer. The most senior volunteer will be allowed to transfer. If no teacher in the affected area or grade level volunteers, the Superintendent will make the final decision as to who is transferred, pursuant to Section 1, above.

## ARTICLE 12

### INDIVIDUAL RIGHTS

- A. The Board recognizes the personal rights and freedoms granted unit members by the Constitution. The Board agrees to abide by all laws not in conflict with the negotiated terms of this Agreement that pertain to unit members.
- B. Unit members shall have the following rights:
  1. The right to join and participate in civic or professional organizations on one's personal, non-working time;
  2. The right to participate in political functions on one's personal nonworking time;
  3. The right to hold elected office, so long as the responsibilities and commitments of such office do not interfere with the unit member's contractual duties with the Board and/or impact upon his/her job performance, or is prohibited by law;
  4. The right to privacy and recognition that one's personal, non-working life is not a condition of employment, unless it interferes with the effective performance of contract duties.
- C. The Employer shall not take action against a unit member in the form of formal reprimand or discipline related to personal non-work related activities unless the action of such unit member is determined to be in conflict with the effective performance of his/her contractual duties. Where possible, the Superintendent will discuss the nature of the problem with the unit member and his/her representative at least seven (7) days prior to any formal action. No disciplinary action will take place without good and just cause.
- D. Unit members' children who do not reside in the District are eligible to attend the Amanda-Clearcreek schools tuition free, pursuant to and subject to the regulations contained in Board Policy JECBB-R.

## ARTICLE 13

### SEQUENCE OF CONTRACTS

- A. The issuance of limited contracts shall be in the following manner:
  - 1. Upon initial employment, a one (1) year contract shall be issued.
  - 2. The second contract issued shall be a one (1) year contract.
  - 3. The third contract issued shall be a one (1) year contract.
  - 4. The fourth contract and thereafter shall be a three (3) year or a continuing contract as per ORC Section 3319.11.
- B. Contracts of less than three (3) years may be requested by the unit member. Based upon the unit member's job performance, the Board may interrupt the above sequence of contracts, but not more than twice; and only if the Board shows good and fair cause for performance reasons why the unit member's contract sequence should be interrupted.
- C. If a unit member who is going to be eligible for a three-year contract or a continuing contract in the following year misses at least forty-five (45) school days prior to March 10, the Employer has the option of not counting that year for purposes of the contract sequence system contained in this Article. This particular break in contract sequence can only occur once for each unit member.
- D. Three (3) year contracts will be reissued for three (3) years at the end of the contract period if the unit member meets all the necessary evaluation requirements and has the recommendation of the principal and the Superintendent and the approval of the Board.
- E. Continuing contracts shall be granted by the Board in keeping with ORC Section 3319.11.
- F. Unit members who are or expect to be eligible for continuing contract status will notify the principal on or before the first working day in February via the form found in Appendix I of this Agreement (Application for Continuing Contract Status). This notification shall in no way be deemed a qualification for a continuing contract.

## ARTICLE 14

### REDUCTION IN FORCE PROCEDURES

- A. If the Board determines that it is necessary to reduce the number of unit member positions such reductions shall be for one or more of the following reasons:

1. A decline in enrollment;
2. A return of unit member(s) from leave of absence;
3. The suspension of schools;
4. Territorial changes affecting the District;
5. When financial conditions will not support state mandated programs or expenditures, including requirements of O.R.C. 5705.412 or the District has been placed on Fiscal Watch or Fiscal Emergency by the Auditor of State.

The following procedures shall apply:

- B. Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
1. All unit members will be placed on a seniority list for each teaching field for which they are properly certificated. Unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Unit members serving under limited contracts will be placed on the list under continuing contract unit members, also in descending order of seniority.
  2. Seniority will be defined as the length of continuous service as a unit member under regular contract in this District.
    - a. Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
    - b. If two or more unit members have the same length of continuous service, then the following additional considerations will be made in determining the order of seniority.
      1. Total years of teaching experience in a state chartered school;
      2. Date the employment application was received by the District;
      3. Total qualifications related to the position in question.
  3. The Board shall determine which positions must be eliminated and the number of unit members to be affected by the reduction in staff.

Unit members to be RIF'ed are those with the least District seniority in the certificate and job assignment affected.

The unit member so identified shall then replace the lowest senior person on the seniority list in that area of certification for which the unit member is qualified.

In case the unit member so identified has more than one area of certification, the unit member may replace the lowest senior person in another area of his/her certification.

The final assignment rests with the Superintendent, however, a unit member may appeal an assignment to the Board.

4. Financial information pertinent to this Article will be provided to the Association upon request.
  5. Prior to the implementation of a RIF, the Association will be provided the opportunity to meet with the Employer to discuss possible options.
- C. The names of unit members 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 reduction. Unit members on the recall list will have the following rights:
1. No new unit members will be employed by the Employer while there are unit members on the recall list who are certificated for the vacancy.
  2. Unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated.
  3. If a vacancy occurs, the Employer will send a certified announcement to the last known address of all unit members on the recall list who are qualified according to these provisions. It is the unit member's responsibility to keep the Employer informed of his/her current address. All unit members are required to respond in writing to the District office within seven (7) days. The most senior of those responding within seven (7) days will be given the vacant position. Any unit member who fails to respond within seven (7) days or who declines to accept the position will forfeit all recall rights.
  4. A unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.
  5. Unit members on suspended contracts who meet the insurance carrier's terms of eligibility and underwriting requirements shall have the right to continue their insurance coverage by remitting to the Treasurer the monthly premium due by the 20th of the prior month.

6. The parties agree that these procedures apply only to the suspension of contracts under this Article or for financial reasons. This Article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures not in conflict with this Agreement.
7. Should the District be required to implement a reduction in force for financial reasons, unit members whose average class size for the year exceeds twenty-seven to one (27-1) in the elementary schools (grades K-6) as a result of the RIF would be paid one hundred twenty-five dollars (\$125) per student above that yearly average.

For unit members teaching in secondary schools (grades 7-12) whose average student enrollment for the year exceeds one hundred sixty (160) per teacher as a result of the RIF would be paid one hundred twenty-five dollars (\$125) per student above that yearly average.

## ARTICLE 15

### LEAVES OF ABSENCE

#### A. Sick Leave

1. Sick leave shall be credited annually to each actively employed unit member at the rate of 9.375 hours per month.
2. The total unused portion of sick leave allowance will be permitted to accumulate to a maximum of 2100 hours (280) days.
3. Emergencies for which sick leave may be used:
  - a. Personal illness or injury
  - b. Illness or injury to the immediate family\*
  - c. Death/Funeral
  - d. Illness due to pregnancy
  - e. Doctor's appointments

\*Immediate family shall be defined as husband, wife, children/stepchildren, parents, siblings/step siblings, and any others who are dependent upon the unit member for care.

#### B. Child Care Leave

A child care leave of absence without pay shall be granted upon request of the unit member for the purpose of child bearing and/or child rearing as follows:

1. With the exception of adoption, the request shall be in writing and submitted to the Superintendent at least two (2) months prior to the expected date of leave.

2. Under this Article, a unit member shall be entitled to a leave of absence not to exceed one (1) school year. A unit member who begins his/her leave of absence during the first semester shall be entitled to the remainder of that school year; a unit member who begins his/her leave of absence during the second semester shall be entitled to the remainder of that semester and, upon request, the following school year. Unit members must return from leave and work one (1) full school year before being eligible for any unpaid leave.
3. The unit member shall provide either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable. A unit member who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to perform her required functions.
4. Sick leave shall not be used in lieu of an unpaid leave of absence for child rearing purposes.

C. Personal Leave

1. All full time unit members will be entitled to two (2) paid days of personal leave per school year. Both days shall be unrestricted as to the reason for use. Part-time, hourly unit, and short year members shall have their days prorated appropriately.
2. Personal leave will not be available during the first five (5) school days of the year, unless approved by the Superintendent. Unit members may request that the Superintendent grant personal leave on days otherwise restricted by this Section for emergencies or attendance at events beyond the unit members' control.
3. Two (2) unit members from each building shall be eligible to be on personal leave at the same time, although the Superintendent can grant leave to an additional person in an emergency situation. Priority for personal leave goes to the individuals who turn in their request first.
4. Requests for personal leave shall be submitted to the building principal as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested. If emergency circumstances make it impossible to submit the request in advance, the request must be made by telephone and then confirmed by submission of a completed personal leave form.
5. Two (2) days of unused personal leave may be carried over to the following year, with a maximum of four (4) days of personal leave being held at any one time. Unused personal days not carried over shall be converted to sick leave accumulation, or the member may be paid a per diem rate for unused days up to a maximum of two (2) days.

D. Aggregate Number of Unit Members Absent at the Same Time

Up to three unit members (including two from Section C(1) above) may be absent at the same time for non-sick leave reasons, when a substitute is necessary. An exception may be made if there are emergency circumstances or the Superintendent grants a waiver for good cause. Priority for being absent for purposes of this section goes to the unit member(s) who turn in their request first.

E. Court Leave

1. When it becomes necessary for a unit member to accept jury duty, or when a unit member is subpoenaed for a work-related court appearance, the unit member shall receive the difference between the compensation received for this activity (i.e., jury duty pay, witness fee, etc.) less expenses and his/her regular salary for the number of days involved.
2. Personal leave may be used for nonwork-related court appearances. If a member's personal leave is already exhausted, up to two (2) additional days of paid "court leave" may be used for court appearances. Documentation must be provided to justify use of court leave.

F. Military Duty

All unit members who are members of the Ohio National Guard, the Ohio Defense Corp., the Ohio Naval Militia or members of other reserve components of the Armed Forces of the United States shall be granted a leave of absence from their respective teaching assignments for such time as they are in military service, field training or active duty for a period of time not to exceed thirty (30) days in any one (1) calendar year. The rate of compensation shall be the difference between the unit member's regular compensation and the remuneration received by him/her for such military service.

G. Professional Leave

1. Professional Leave is defined as activities which are designed for the professional improvement of the teacher.
2. The attendance of the unit members at educational meetings, professional meetings, etc. shall be encouraged and administered as follows:
  - a. All requests must be approved by the Superintendent.
  - b. Considerations and Guidelines:
    1. Necessary Expense
    2. Resources of the District

3. Benefit to the District
  4. Requests will be submitted in writing, in advance, to the building principal. The building principal will forward all requests to the Superintendent.
  5. One (1) or more observation days shall be allowed. This would give a unit member an opportunity to visit another school or educational setting if so deemed profitable by the Employer.
- c. The Superintendent may, if he/she deems necessary, establish a limit as to the number of unit members attending any one (1) meeting.
- d. Maximum Allowance to State and National Meetings:
1. Transportation costs shall not exceed the IRS rate for driving, set forth in Article 22, regardless of the method of transportation (i.e., plane, train, etc.).
  2. Meals - twenty-five dollars (\$25.00) per day.
  3. Hotel or Motel - Maximum of fifty dollars (\$50.00) per day. Number of nights to be approved by the Board in advance.
  4. Registration fee.
- e. Requests for professional leave shall be submitted to the building principal as far in advance as possible, but at least forty-eight (48) hours in advance of the day requested.

H. Sabbatical Leave

The Board may permit unit members who have at least five (5) years of service in the District to take a leave of absence with half pay for one (1) or two (2) semesters.

I. Religious Observance

Absence with pay will be allowed when approved by the Superintendent for a maximum of three (3) religious holidays for a recognized and established religion during the school year where the precepts of that religion require absence from work.

J. Parent-Teacher Conference Leave

1. Unit members shall be granted release time for the purpose of attending his/her child's parent-teacher conference. Unit members shall schedule

“out of District” parent-teacher conferences so as to minimize the amount of work time missed. Unit members attending parent-teacher conferences in the

District will schedule those conferences, to the extent possible, in the first or last conference period that is available.

2. The unit member will notify the principal in advance of such conference and will be granted not more than two (2) hours per occasion for not more than two (2) times per year. Unit members are encouraged to schedule such conferences either at the beginning or end of the workday.

K. Sick Leave Bank

1. A sick leave bank for extraordinary illness is hereby established. Each unit member may contribute 75 hours (10 days) unused sick leave per school year to the bank. An eligible unit member can withdraw up to a maximum of 150 hours (20 days) per school year.
2. A committee shall be formed to administer the sick leave bank, such committee to consist of two (2) Employer representatives; two (2) unit members; and a neutral third-party as a tie-breaker agreed upon by both sides. A majority vote of the committee is necessary to approve any withdrawal from the bank.
3. Unit members eligible to withdraw sick leave from the bank are those who have an catastrophic illness in their immediate family, which consists of the unit member, his/her spouse, and his/her children. All accumulated sick leave must be used prior to being eligible for withdrawal.
4. If applying for use of days from Sick Leave Bank, unit members must fill out the Sick Leave Bank Form, Appendix K, and submit it to the Superintendent’s Office.
5. The applicant can have the opportunity to appear before the committee to explain their request.

ARTICLE 16

COMPENSATION FOR SUBSTITUTION DURING EMERGENCY SITUATIONS

- A. Unit members will receive twelve dollars (\$12.00) per thirty (30) minute period, and fifteen dollars (\$15.00) per 7<sup>th</sup> through 12<sup>th</sup> grade class period for substitution. This will include any substitution for another unit member who notifies the building principal as outlined in the handbook or covering for special area unit members who are absent under the same provisions.
- B. The principal will attempt to consider the unit member's personal schedules in

making such assignments. If there are no volunteers for substitution, the principal will assign an available teacher, using a seniority rotation system starting with the least senior available teacher.

- C. It is the principal's responsibility to find said substitutes.

## ARTICLE 17

### RETIREMENT INCENTIVE PAY

- A. Beginning with retirements occurring after July 1, 2000, if a unit member retires in the first year that he/she is eligible to retire pursuant to STRS regulations (currently 5 years at age 60, 25 years at age 55, and 30 years at any age), he/she will receive forty (40) additional days of severance pay. The additional severance pay would be paid based on the unit member's per diem rate at the time of retirement.
- B. Only unit members in their first year of retirement eligibility will be eligible for this retirement incentive.

## ARTICLE 18

### SEVERANCE PAY

Any unit member who has no less than ten (10) years of service in the District who actually retires and is eligible for retirement benefits under STRS upon the date of separation from their employment may use their unused, accumulated sick leave for severance pay in the following manner and under the following guidelines:

- A. Calculation for the severance benefit shall be one-fourth of the unused accumulated sick leave up to 2100 hours (280 days), not to exceed 525 hours (70 days).
- B. Severance pay shall be made on a per diem rate at the time of actual retirement (contractual salary excluding supplemental contracts divided by the total number of days on the school calendar.)
- C. Payment of severance pay shall be in a lump sum within sixty (60) days after receiving their last regular paycheck as long as the unit member has provided the Employer with notice and written substantiation that he/she has actually retired and is receiving retirement benefits from STRS. Such written substantiations must be made to the Board Treasurer within one hundred twenty (120) days after the unit member actually retires.
- D. Such payment shall be made only once to any unit member and shall extinguish all accumulated sick leave to the credit of such unit member.

- E. Unit members who are retiring must participate in an exit conference with the Treasurer, or must sign a waiver indicating their refusal to meet.

ARTICLE 19

STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

- A. The Board agrees to STRS "pick-up" utilizing the salary reduction method of contributions to the State Teachers Retirement System paid upon behalf of the unit members, at no cost to the Board, under the following terms and conditions:
  - 1. The amount to be "picked-up" on behalf of each unit member will be at the current STRS specified rate. The unit member's annual compensation shall be reduced, at no cost to the Board, by an amount equal to the amount "picked-up" by the Board for the purpose of State and Federal tax only.
  - 2. The pick-up percentage shall apply uniformly to all unit members.
  - 3. No unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up.
  - 4. Payment for all paid leaves, sick leave, personal leave, severance and supplemental, including unemployment and worker's compensation shall be based on the unit member's daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a unit member's contract).
- B. Each unit member will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pick-up" in combination with other tax deferred compensation plans.
- C. If the foregoing "pick-up" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article shall be declared null and void.

ARTICLE 20

TUITION CREDIT

- A. Unit members completing additional college training from June 1 to May 31 of any year, and returning to the District the following year, will receive reimbursement for college credit earned.

- B. Reimbursement for additional college credit is not to exceed twelve (12) semester credit hours per person per year (June 1 – May 31). Total reimbursement for the unit members shall not exceed thirty-two thousand dollars (\$32,000).

In order to receive reimbursement the following criteria must be met:

1. A passing grade in a pass-fail course, or a grade of "C" or better, must have been attained.
2. Evidence of course work completion and the amount paid for the course by the unit member must be turned in by June 30<sup>th</sup> for coursework taken during that year (June 1 to May 31). (Evidence = transcript and/or grade slips and/or letter from Registrar, and paid fee receipt or proof of payment).
3. Courses must either be approved by the LPDC, or if not required to be approved by the LPDC, by the Superintendent.
4. Unit members must return to the district the following year unless they have been non-renewed or laid off.

- C. Reimbursement shall be paid once a year during August for coursework completed from June 1 to May 31, as long as proper evidence has been filed with the Treasurer's office by June 30. Coursework completed after May 31, shall be paid in August of the following year. The total amount of tuition reimbursement for the year shall be divided equally based on the total number of approved hours. No unit member shall receive more than the amount paid by the unit member for the course.

- D. Calculation

1. All hours shall be converted to semester hours for the purpose of reimbursement.
2. Reimbursement shall be determined by the following process:
  - a. Determine the total number of eligible semester hours.
  - b. Divide that number into the reimbursement cap to determine a semester hour cost.
  - c. Match that semester hour cost with the amount actually paid per semester hour by each teacher.
  - d. Teachers who actually paid less than the semester hour reimbursement amount will be reimbursed only for what they

actually paid.

- e. Remaining dollars are divided by remaining hours to determine the semester hour reimbursement for all other participants.
- E. A list of unit members who have been reimbursed and the amount of the reimbursement will be given to the Association President(s). An Association representative will sign to verify the accuracy of the list and the calculation prior to distribution of the funds.

## ARTICLE 21

### TRAVEL MILEAGE

- A. The Board shall pay the IRS mileage rate per mile for Board approved professional meetings, and other Employer directed activities, which includes travel between buildings.

## ARTICLE 22

### TERMS AND CONDITIONS

A. Working Conditions

1. As District finances permit, the Employer will provide adequate materials and supplies for the classroom in keeping with the requirements of the curriculum.
2. The Employer will make all reasonable attempts to avoid assigning a unit member to a work area where the regular temperature is above 85 degrees F or below 65 degrees F. A telephone will be provided in the teachers lounges.
3. The Employer will maintain all machines and equipment in operating condition, considering time limitations of service contracts.
4. The Superintendent shall establish routine procedures for handling spilled blood and body fluids in keeping with the recommendations of the U.S., State and Local Departments of Health, the CDC, etc.
5. Keys to the building will be available to be signed out of the office for unit members who need to be in a building after hours. Unit members using the building key are responsible for turning off all lights and locking all doors when they leave. Unit members who do not adhere to these rules may have their key sign-out privileges revoked.

B. Class Size

1. The Association and the Employer understand the importance of reasonable class size in providing meaningful educational experiences for students. We further realize the importance of primary classes being lower in number than intermediate classes. This is necessitated by the nature of the learning experiences to be provided and the developmental characteristics of the younger child.
2. The Employer and the Association agree that provisions should be made in scheduling to consider the impact of special education students on the total operation of the classroom and such classes should be kept at lower limits.
3. The Employer will meet state guidelines for all special area classes.
4. The Employer agrees that class size should not be unreasonably large based upon the grade level, number of preparations and subject matter taught.
5. The Employer agrees that busing between buildings may be necessary to alleviate class size.
6. If the annual average class size of any regular K-5 academic classroom exceeds thirty (30), the teacher of such a class will receive compensation of one hundred twenty-five dollars (\$125.00) for each student above thirty. A student must be assigned to a class for at least one-half ( $\frac{1}{2}$ ) of the grading period in order to be counted as part of the class size for the purposes of this Section. The annual average shall be determined by averaging the student enrollment on the last working day of each grading period.
7. If the student enrollment in the regular academic classes of any one teacher has an annual average exceeding one hundred and seventy (170) that teacher will receive compensation of one hundred twenty-five dollars (\$125.00) for each student over 170. A student must be assigned to a class for at least one-half ( $\frac{1}{2}$ ) of the grading period in order to be counted as part of the class size for the purposes of this Section. The annual average shall be determined by averaging the student enrollment on the last day of each grading period.
8. student must be assigned to a class for at least one-half ( $\frac{1}{2}$ ) of each day in order to be counted as part of the class size for purposes of this Section.

C. Inclusion

1. Educational Placement Teams

- a. Unit members who are legally required to attend an Individualized Education Program (IEP) meeting or a meeting to discuss a change in educational program delivery due to Section 504 of the Vocational Rehabilitation Act (504) shall be provided the opportunity to participate in the development of the IEP or 504 and the opportunity to be present at such meetings. If the meetings occur outside of the regular teacher work day, the unit member is welcome to attend such meetings but will not be paid extra for such attendance.
- b. Unit members who provide direct services to a special needs student can request a meeting at any time to review the plan or the placement of the student.

2. Training Staff Development

The Employer shall provide the training and/or staff development programs it deems necessary for unit members whose duties are impacted by special education plans or special needs students.

3. Specialized Health Care Procedures

Unit members, other than qualified school nurses and/or trained personnel, shall not be required to perform any medical procedure or toileting for a special needs student, unless it is a part of that member's job duties.

D. Release Time

Release time during the regular student day will be given to unit members as follows:

1. Each special education teacher (learning disabilities, developmentally handicapped, multiple handicapped, speech and hearing, etc.) will be given one (1) full day released time prior to I.E.P. conferences to prepare for these. That day will be scheduled by the building principal.
2. Kindergarten teachers will be given one (1) additional release day for parent conferences. These days will be scheduled by the building principal.

E. Saturday School Duty

1. At the beginning of the school year, staff members will indicate to their building administrator(s) their desire to be considered for Saturday School, After School Detention, and Study Table Duties as needed. The building administrators will then equitably assign the duty roster. For rate of pay, see Appendix A, Tutor Rate.

## ARTICLE 23

### CHRONIC COMMUNICABLE DISEASES

No unit member will be deprived of any rights, due process, or contractual privileges, inherent in state and federal law or this Agreement as a result of a chronic communicable disease. Enforcement of these rights may utilize any and all legal or contractual remedies.

## ARTICLE 24

### FACULTY PASSES

All unit members shall be given a pass that will admit them free of charge to all extracurricular events sponsored by the District, including, but not limited to, all athletic events.

## ARTICLE 25

### PERSONNEL FILES

- A. There will be established and maintained one (1) official file on all unit members. The file shall be maintained by the Superintendent's office.
- B. Personnel files shall be open to inspection by the unit member and/or his/her authorized representative with reasonable notice and with an administrator or designee present.
- C. Unit members shall be notified of the placement of any material in the file which relates in any manner to the effectiveness of his/her performance and the unit member shall be given a copy of any material placed in his/her official file and delivery of said copy shall constitute notice.
- D. If and when a unit member and the Superintendent agree that there is adequate evidence that certain material in said unit member's file is irrelevant, inappropriate or false, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach an agreement and the unit member still believes that the material contained in the file is irrelevant, inappropriate or false, such unit member shall have the right to attach a written statement to the disputed information and to request a determination by the President of the Board and the Association President.
- E. A unit member shall have the right to inspect his/her personnel file at any time as long as such request is during the normal working hours of the administrative offices. Unit members shall not inspect their files during teaching time unless authorized by their supervisor.

- F. In addition to the unit member's personnel file, only one anecdotal file may be maintained by the District. Said file shall be housed by the unit member's principal evaluator, although other evaluators may place anecdotal records in said file. Copies of any material in this file shall be given to the unit member and said file shall be subject to the provisions of paragraphs B, C, D and E herein.
- G. Unit members may include items in his/her respective official file pertaining to his/her performance or contributions to the field of education.
- H. In order for any person other than the aforementioned people to obtain access to a unit member's personnel file, that person must notify the Superintendent of the information they wish to see.
  - 1. The administrator will notify the unit member by telephone of the request for information at the time the request is made. If the unit member is unavailable by telephone, he/she will be informed by first class mail.
  - 2. Said information will be released within a reasonable time after the request is made.

## ARTICLE 26

### INSURANCES

- A. An insurance committee shall be created, which will meet at least quarterly or as needed. The committee will be comprised of: A maximum of five (5) persons appointed by the Superintendent and a maximum of five (5) ACEA members consisting of at least one representative from each grade cluster (Primary, Elementary, Middle School and High School) appointed by the Association President(s).
- B. TERM LIFE  
  
The Board shall provide each unit member with a term life insurance policy with a face value of twenty-five thousand dollars (\$25,000) and double indemnity. The Board shall pay one hundred percent (100%) of the premium.
- C. GROUP MEDICAL
  - 1. The Board shall provide hospitalization, medical and surgical coverage to each unit member, either single or family, at the unit member's discretion. The coverage provided is contained in the schedule of benefits attached hereto as Appendix H.
  - 2. The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. This rate shall be for full time

employees. This rate shall be prorated based upon the number of hours worked for part time unit members. This shall become effective for all part-time employees hired after June 30, 2008. The unit member's share will be paid by payroll deduction.

3. The Board may change carriers with sixty (60) days' notice to the Association, but may not reduce the benefits and services provided in the current plan.

D. GROUP DENTAL

1. The Board shall provide dental insurance with single or family coverage at the unit member's discretion for unit members. The schedule of benefits shall equal or exceed the following:

Maximum Benefit Each Calendar Year for  
Class I, II and III Services \$1,500.00

Lifetime Maximum for Orthodontic  
Services, Per Person 850.00

Individual Deductible 25.00  
Family Deductible 50.00

Percentages (Of Reasonable & Customary) or  
Schedule Amounts Payable for Covered  
Dental Expenses:

Class I	100%	Class III	50%
Class II	80%	Class IV	50%

Eligible Dependent Children who are full time students are covered to the age of 25.

2. The Board shall pay ninety-five percent (95%) of the premiums for this coverage.
3. The Board may change carriers with sixty (60) days' notice to the Association provided, however, that in no case will the Board reduce benefits and/or services provided to the unit members.

E. GROUP VISION

	<u>Maximum Amount</u>	<u>Frequency Limits</u>
Eye Examination	\$ 40.00	One in 12 month period

Lenses, per pair		One in 12 month period
Single vision	\$ 40.00	
Bifocal	\$ 60.00	
Trifocal	\$ 80.00	
Lenticular	\$100.00	
Frames	\$ 50.00	One in 24 month period
Contact Lenses per pair:	\$200.00 (If prescribed per a, b or c below)	
	\$100.00 (If prescribed for any other reason)	

1. Where visual acuity is not correctable to 20/70 in the better eye except by the use of contact lenses
2. As a requirement following cataract surgery, or
3. When such person is being treated for a condition such as Keratoconus or Anisometropia, and contact lenses are customarily prescribed as part of the treatment.

**IMPORTANT:** The maximum amount for a single lens is 50 percent of the maximum amount payable for a pair of lenses.

The frequency limit and benefit amount for lenses includes either regular lenses or contact lenses but not both.

When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

4. The Board shall pay eighty percent (80%) of the single or family premium per month and the unit member shall pay twenty (20%) percent of the single and/or family premium per month. The unit member's share will be paid by payroll deduction.
5. The Board may change carriers with sixty (60) days' notice to the Association provided, however, that in no case will the Board reduce benefits and/or services provided to the unit members.

F. ENROLLMENT PERIOD

September is the open enrollment period for signing up for or changing insurance benefits. No changes may be made after September except in the case of "qualifying events" as defined by federal law. New employees hired after September 30 have thirty (30) days to sign up for insurance benefits.

G. SECTION 125 PLAN

The Board shall maintain a Section 125 Plan for the payment of insurance premiums with pre-tax dollars.

H. ORAL CONTRACEPTIVES

Oral contraceptives shall be covered by the insurance plan.

ARTICLE 27

ENTRY YEAR PROGRAM

The parties are negotiating a new article to address the Entry Year Program. Once it is finalized, it will be signed as a Memorandum of Understanding, and inserted into this Article 27.

ARTICLE 28

CONTRARY TO LAW

- A. If any provision of this Agreement, or the application of any provision, shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of an existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement.
- B. The parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

ARTICLE 29

AGENCY FEE

A. Payroll Deduction of Fair Share Plan

The Board shall deduct from the pay of unit members who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Agreement.

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer no later than the last day of school before Christmas vacation of each year during the term of this Agreement for the

purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All fair share fee payers - payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deduction shall be made for unit members employed after October 31 until the second paycheck, which period shall be the required probationary period of newly employed unit members.
2. Upon termination of membership during the membership year, the Board Treasurer shall, upon notification from the Association that a unit member has terminated membership, commence the deduction of the fair share fee with respect to the former unit member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.
3. If a unit member's employment ends, if he/she goes on an unpaid status before all deductions have been made, or if there are not sufficient payrolls remaining in that school year, the unpaid balance will be deducted from his/her final payroll check for that school year. If the amount of the last payroll check is insufficient to cover the balance of the fee due, collection of any remaining amount shall be the Association's sole responsibility. Following completion of each deduction, the Board Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The ACEA Teachers Association."

D. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each unit member 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 of Ohio.

E. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

F. Board Indemnification

The Association agrees to indemnify the Board for any cost or liability, including

punitive damages, incurred as a result of the implementation and enforcement of this provision provided that:

1. The Association shall use their counsel to defend the Board. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed.
2. The Board agrees to:
  - a. Give full and complete cooperation and assistance to the Association at all levels of the proceeding;
  - b. Permit the Association or its affiliates to intervene as a party if it so desires;
  - c. To not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
3. The Board acted in good faith compliance with the fair share fee provision of this Agreement; 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.

## ARTICLE 30

### LEGISLATIVE MANDATES

- A. In the event that the Employer implements changes during the term of the Agreement in the wages, hours, or other terms and conditions of employment for unit members on an issue that the Employer is required by law to bargain about, the Employer will give notice of such implementation to the Association. Within twenty (20) days the Association may submit a written demand to bargain the effects of the implementation on wages, hours, or other terms and conditions of employment for unit members. If such a demand is made the parties will engage in good faith bargaining for a period of not less than thirty (30) days. Bargaining may be conducted by teams as designated by the Board and the Association, respectively.
- B. If the bargaining teams have not reached agreement by the end of the thirty (30) day bargaining period the parties will engage in mediation for a period of not less than thirty (30) additional days or until resolution is reached, whichever occurs first. The mediator may be an agreed member of the FMCS or any other agreed upon individual. In the event the parties are unable to agree on a mediator, a mediator will be assigned by the FMCS.
- C. If the parties have not reached agreement by the end of the mediation period, the Employer may, at its next regularly scheduled meeting more than ten (10) days after the conclusion of the mediation period, submit the unresolved issue or issues

to arbitration. If the Employer determines to submit the matter to arbitration, an arbitrator will be selected and arbitration conducted in accordance with the grievance arbitration provisions of this Agreement. The decision of the arbitrator will be binding on the parties provided that the arbitrator shall have no authority to make any award contrary to law or regulations of the Ohio Department of Education or any other agency having lawful jurisdiction over the District.

- D. If the Employer does not refer the unresolved issue or issues to arbitration the Association may, within ten (10) days after the Board meeting, issue a strike notice as provided in ORC Chapter 4117.

## ARTICLE 31

### SUPPLEMENTAL CONTRACTS

- A. Supplemental contracts shall be awarded in accordance with ORC Section 3313.53.
- B. Coaches and advisors of activities may be given credit for years of paid coaching or paid advisory experience in the same sport or activity outside the District up to a maximum of ten (10) years credit.
- C. An amount equal to one (1) supplemental contract only will be paid to any two (2) or more activity advisors or coaches who share an assignment. Assignments may be shared only upon approval of the Board.
- D. When a new supplemental duty position develops, the Superintendent shall determine the salary placement after consultation with the principal, and Athletic Director for coaching positions. Following approval by the Board for any new supplemental duty position, the Association shall be immediately notified of the new position and its salary placement. In the event that the Association disagrees with the salary placement of the position(s), this will be subject to bargaining.
- E. The Board retains the right to determine when and if it will fill a supplemental position. The Board may award, at its discretion, more than one supplemental contract for a given position.
- F. No unit member shall have his/her regular teaching contract non-renewed because of a failure to accept a supplemental duty contract, nor have his/her regular teaching position changed or shifted in any way without his/her consent. Also, continued employment in a teaching position shall be unaffected by performance in a supplemental position, unless such performance demonstrates good cause for termination or non-renewal.
- G. When a supplemental position that the Board intends to fill becomes available, it shall be posted and/or notification sent to all unit members. Any unit member who wishes to be considered for the supplemental position shall notify the

building principal for academic positions, and the Athletic Director for athletic positions, within five (5) working days from the posting date. Unit members who apply will be interviewed.

- H. All supplemental contracts are automatically non-renewed each year without action or notification by the Board. All supplemental contracts will state the school year of the contract.
- I. All supplemental salaries will be calculated to the nearest dollar.
- J. No coach shall be responsible for the evaluation of any other coach. The head coaches will provide input on assistant coaches during his/her summary conference with the Athletic Director and/or appropriate principal.
- K. Seasonal supplemental contracts shall be paid in a lump sum at the end of the respective sports season or the end of the activity, and upon completion of the duties of the position, as approved by the Athletic Director or appropriate principal. Year long activities will be paid upon completion of the duties of the position.
- L. The position of high school instrumental music teacher and the supplemental position of high school band director must be held by the same unit member.

## ARTICLE 32

### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. Purpose
  - 1. The Amanda-Clearcreek Board of Education and the Amanda-Clearcreek Education Association have created, pursuant to SB 230, a local professional development committee (hereinafter LPDC). The LPDC shall approve all CEU programs, course work for all certified/licensed employees, as well as other activities that may provide CEU's and the LPDC shall establish the criteria for the above programs.
- B. Composition and Selection
  - 1. The LPDC shall be comprised of six (6) members as follows:
    - Four (4) teachers selected by ACEA, one teacher from each grade cluster.
    - Two (2) administrative members selected by the Superintendent.
- C. Recall and Replacement
  - 1. ACEA pursuant to its constitution, shall determine the method(s) of

recalling or replacing LPDC teacher members.

2. The Superintendent shall determine the recall or replacement of administrative members.

D. Terms of Office

1. The term of office for members serving on the LPDC shall be three years with each term commencing on July 1 of the year the term is to begin.

E. Structure

1. The committee shall have a chairperson and secretary.
2. The chairperson and secretary shall be determined by majority vote of the committee members.
3. The positions are elected annually, at the first meeting of the new school year.

F. Decision Making

1. A quorum must be present to make any decisions.
2. All decisions are made by majority vote.

ARTICLE 33

EMPLOYMENT OF RETIRED TEACHERS

- A. For purposes of salary schedule placement upon initial employment, a previously retired teacher ("PRT") will be granted a maximum of five (5) years service credit, at the discretion of the Board. (A PRT with less than five years of credited teaching experience will be initially placed at their appropriate experience step on the salary schedule). The PRT will be placed on the appropriate education column of the salary schedule. A PRT may advance up to but not beyond Step 5 on the salary schedule.
- B. First year PRTs will be awarded one-year limited contracts of employment that will automatically expire at the end of the school year without notice of non-renewal. No performance evaluations shall be required.
- C. PRTs may be re-employed from year to year, with Board approval, but shall not become eligible for continuing contract status.
- D. For purposes of Reduction in Force, PRTs will not accrue seniority.
- E. PRTs shall not be eligible to participate in any contractual retirement incentive program, or for severance pay upon separation from employment.

- F. PRTs shall be eligible to participate in the District's medical or dental insurance program at their own expense. The PRT will be responsible for 100% of the medical and dental insurance.
- G. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired.
- H. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.
- I. The parties intend for the provisions of this Article to supersede, to the maximum extent permitted by law, all sections of the ORC that may be in conflict with this Article. This includes, but is not limited to, ORC §3319.11, §3319.13/14, §3319.111, §3319.17, and §124.39(B).

#### ARTICLE 34

#### MASTER TEACHER

Nothing in the Master Teacher committee process shall have an adverse impact on any educator's performance evaluation and under no circumstances is the involvement in the activities of Master Teacher recognition to be used for employment decisions by the Board.

ARTICLE 35

DURATION

- A. This Agreement between the Board and the Association shall be effective July 1, 2010 and remain in full force and effect until June 30, 2011.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement constitutes the entire contract between them and settles all demands and issues on all matters within the scope of bargaining.
- C. Except, as otherwise specifically provided in the written provisions of this Agreement, the Board has the exclusive right to make necessary decisions relevant to the conduct and management of the schools as prescribed and restricted by law. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

FOR THE AMANDA CLEARCREEK  
EDUCATION ASSOCIATION

FOR THE AMANDA CLEARCREEK  
BOARD OF EDUCATION

*Pravin Chhabra* 10-8-10  
\_\_\_\_\_  
President Date

*Thomas A. Coonan* 10-6-10  
\_\_\_\_\_  
President Date

*Alicia L. Ball* 10-8-10  
\_\_\_\_\_  
Vice-President Date

*Janet Smith* 10-12-10  
\_\_\_\_\_  
Treasurer Date

\_\_\_\_\_  
Team Member Date

*Miss Johnson* 10/6/2010  
\_\_\_\_\_  
Superintendent Date

*Theresa Whitney* 10-12-10  
\_\_\_\_\_  
OEA Representative Date

*Randy Bank* 10/18/2010  
\_\_\_\_\_  
Board Attorney Date

SALARY INDEX

YEARS	BACHELOR	150 HOURS	MASTERS	MA + 30
0	1.000	1.040	1.100	1.150
1	1.040	1.085	1.150	1.200
2	1.080	1.130	1.200	1.250
3	1.120	1.175	1.250	1.300
4	1.160	1.220	1.300	1.350
5	1.200	1.265	1.350	1.400
6	1.240	1.310	1.400	1.450
7	1.280	1.355	1.450	1.500
8	1.320	1.400	1.500	1.550
9	1.360	1.445	1.550	1.600
10	1.400	1.490	1.600	1.650
11	1.440	1.535	1.650	1.700
12	1.480	1.580	1.700	1.750
13	1.520	1.625	1.750	1.800
14	1.540	1.6475	1.775	1.825
15	1.560	1.670	1.800	1.850
16	1.565	1.675	1.805	1.855
17	1.570	1.680	1.810	1.860
18	1.570	1.690	1.815	1.900
19	1.580	1.700	1.815	1.905
20	1.600	1.710	1.850	1.910
21	1.620	1.720	1.855	1.915
22	1.680	1.730	1.860	1.920
23	1.690	1.740	1.865	1.930
24	1.700	1.750	1.8675	1.940
25	1.710	1.760	1.905	1.960
26	1.720	1.770	1.9075	1.970
27	1.730	1.780	1.910	1.990
28	1.740	1.790	1.915	2.000
29	1.750	1.800	1.9175	2.050
30	1.760	1.810	1.919	2.050

SALARY INDEX2010-2011

YEARS	BACHELOR	150 HOURS	MASTERS	MA + 30
0	32,290	33,582	35,519	37,134
1	33,582	35,035	37,134	38,748
2	34,873	36,488	38,748	40,363
3	36,165	37,941	40,363	41,977
4	37,457	39,394	41,977	43,592
5	38,748	40,847	43,592	45,206
6	40,040	42,300	45,206	46,821
7	41,331	43,753	46,821	48,435
8	42,623	45,206	48,435	50,050
9	43,915	46,659	50,050	51,664
10	45,206	48,112	51,664	53,279
11	46,498	49,565	53,279	54,893
12	47,789	51,019	54,893	56,508
13	49,081	52,472	56,508	58,122
14	49,727	53,198	57,315	58,930
15	50,373	53,925	58,122	59,737
16	50,534	54,086	58,284	59,898
17	50,696	54,248	58,445	60,060
18	50,696	54,570	58,607	61,351
19	51,019	54,893	58,607	61,513
20	51,664	55,216	59,737	61,674
21	52,310	55,539	59,898	61,836
22	52,248	55,862	60,060	61,997
23	54,570	56,185	60,221	62,320
24	54,893	56,508	60,302	62,643
25	55,216	56,831	61,513	63,289
26	55,539	57,154	61,594	63,612
27	55,862	57,477	61,674	64,257
28	56,185	57,799	61,836	64,580
29	56,508	58,122	61,916	66,195
30	56,831	58,445	61,965	66,195

TUTOR RATE

Summer School, Home Tutoring, After School Detention, Study Table, After School Tutoring and Saturday School (but NOT the Federal Student Intervention Grant) will be paid at the rate of \$20 per hour.

APPENDIX B

SUPPLEMENTAL INDEX

(Times BA base)

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	0.085	0.065	0.050	0.035	0.025	0.014
1-2	0.100	0.076	0.055	0.038	0.027	0.016
3-4	0.115	0.087	0.060	0.041	0.029	0.018
5-6	0.130	0.098	0.065	0.044	0.031	0.020
7-8	0.145	0.109	0.070	0.047	0.033	0.022
9-10	0.160	0.120	0.075	0.050	0.035	0.024

SUPPLEMENTAL SALARY SCHEDULES

2010-2011

<u>STEP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
0	2,745	2,099	1,615	1,130	807	452
1-2	3,229	2,454	1,776	1,227	872	517
3-4	3,713	2,809	1,937	1,324	936	581
5-6	4,198	3,164	2,099	1,421	1,001	646
7-8	4,682	3,520	2,260	1,518	1,066	710
9-10	5,166	3,875	2,422	1,615	1,130	775

## APPENDIX C

### SUPPLEMENTAL SALARY GROUPINGS

#### GROUP 1

Head Boys Football  
Head Boys Basketball  
Head Girls Basketball  
High School Band Director

#### GROUP 2

Head Boys Baseball  
Head Wrestling Coach  
Head Girls Track  
Head Girls Softball  
Head Boys Track  
Head Volleyball Coach  
Head Cross Country Coach  
Assistant Boys Football  
Assistant Band Director  
Reserve Boys Basketball  
Reserve Girls Basketball  
Freshman Boys Basketball  
Freshman Girls Basketball  
High School Girls and Boys Varsity  
Basketball Assistant  
Head Soccer Coach  
High School Girls Head Varsity Soccer Coach  
Varsity Cheerleader Advisor  
Yearbook Advisor

#### GROUP 3

Reserve Volleyball Coach  
Head Golf Coach  
Reserve Baseball  
Middle School Wrestling  
Middle School Volleyball  
Middle School Football  
Middle School Basketball (Girls & Boys)  
Middle School Track (Girls & Boys)  
Middle School Boys Baseball  
Middle School Girls Softball  
Reserve Girls Softball  
Assistant Middle School Football  
Freshman Volleyball  
High School Wrestling  
LPDC Secretary  
Reserve Girls Soccer

#### GROUP 4

Seasonal Game Managers (2 for Fall, 2 for Winter, 2 for Spring)  
Auxiliary Band Advisor  
Prom Advisor  
Middle School Cheerleader Advisor  
Reserve Cheerleader Advisor  
Freshman Cheerleader Advisor  
LPDC Committee  
Music Director for High School Class Play (every other year)  
Head Class Play Advisor

#### GROUP 5

Honor Society  
Library Club  
Foreign Language Club  
Middle School Yearbook  
Science Club  
Varsity Club  
Student Council Advisor  
Future Secretaries of America  
Art Club  
Academic Challenge Advisor (2)  
Middle School Student Council Advisor  
Newspaper Advisor  
Elementary Yearbook Advisor  
Asst. Yearbook Advisor  
Team Leaders (K-5; each grade level)  
Department Heads (6<sup>th</sup> – 12<sup>th</sup> Math, Language Arts, Fine Arts, Science, Social Studies, Vocational)  
Asst. Class Play Advisor/Drama Club  
Head Choreographer for High School Class Play (every other year)

#### GROUP 6

9<sup>th</sup> Class Advisor – 1 per grade level  
10<sup>th</sup> Class Advisor – 1 per grade level  
11<sup>th</sup> Class Advisor – 1 per grade level  
12<sup>th</sup> Class Advisor – 1 per grade level  
Middle School Honor Society Assistant  
Summer & Winter Athletic Conditioning

APPENDIX D  
AMANDA CLEARCREEK LOCAL SCHOOLS  
REQUEST TO INSPECT  
PERSONNEL FILE INFORMATION

INSTRUCTIONS

1. All sections of this form must be completed.
2. When completed, this form should be submitted to the District Superintendent.
3. The Superintendent will fill the request five (5) workdays after receipt.
4. Any photocopies requested will be charged for at the current District rate.

---

PERSON MAKING REQUEST

Name (printed) \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Date \_\_\_\_\_

---

EMPLOYEE INFORMATION

Name \_\_\_\_\_

Position \_\_\_\_\_

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*INFORMATION REQUESTED*

List the specific information requested utilizing proper identifying terminology.

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Relate in detail the reasons for requesting the above information.

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FOR OFFICIAL USE ONLY

Date received by Superintendent \_\_\_\_\_

Date Superintendent complied to request \_\_\_\_\_

Date notice sent to employee \_\_\_\_\_

Date request officially logged \_\_\_\_\_

APPENDIX E

AMANDA-CLEARCREEK LOCAL SCHOOL DISTRICT  
TEACHER EVALUATION INSTRUMENT

TEACHER NAME \_\_\_\_\_ DATE OF OBSERVATION \_\_\_\_\_

GRADE/SUBJECT TAUGHT \_\_\_\_\_ BEG./END TIME \_\_\_\_\_

RATING SYSTEM

D = DISTINGUISHED  
P = PROFICIENT  
B = BASIC  
N = NEEDS IMPROVEMENT

N/O = NOT OBSERVED AT THIS TIME

DOMAIN I: PLANNING AND PREPARATION

DOMAIN II: THE CLASSROOM ENVIRONMENT

- \_\_\_\_ (a) Knowledge of Content and Pedagogy
- \_\_\_\_ (b) Demonstrates Knowledge of Students
- \_\_\_\_ (c) Articulates Instructional Goals
- \_\_\_\_ (d) Demonstrates Knowledge of Resources
- \_\_\_\_ (e) Gives Coherent Instructions
- \_\_\_\_ (f) Assessment of Student Learning

- \_\_\_\_ (a) Creates an Environment of Respect and Rapport
- \_\_\_\_ (b) Establishes Climate for Learning
- \_\_\_\_ (c) Manages Classroom Procedures
- \_\_\_\_ (d) Manages Student Behavior
- \_\_\_\_ (e) Physical Space Is Conducive to Learning

DOMAIN III: INSTRUCTION

DOMAIN IV: PROFESSIONAL RESPONSIBILITIES

- \_\_\_\_ (a) Communicates Clearly and Effectively
- \_\_\_\_ (b) Use of Varied Questioning Techniques to extend learning
- \_\_\_\_ (c) Engages Students in Learning
- \_\_\_\_ (d) Provides Feedback to Students
- \_\_\_\_ (e) Demonstrates Flexibility and Responsiveness

- \_\_\_\_ (a) Reflecting on Teaching
- \_\_\_\_ (b) Maintains Accurate Records
- \_\_\_\_ (c) Communicates with Parents/Guardian
- \_\_\_\_ (d) Relationships with Colleagues
- \_\_\_\_ (e) Professional Growth
- \_\_\_\_ (f) Demonstrates Professionalism

TEACHER EVALUATION FORM  
**CLASSROOM OBSERVATION SECTION**

**REVIEW**

Review Date \_\_\_\_\_

Observer's Comments:

Teacher's Comments:

Goals for next observation (Mutually agreed upon):

If a follow-up conference is necessary, as per Article VII, it is mutually agreed to be scheduled for

Date	Teacher	Observer
------	---------	----------

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

The signature of the teacher does not indicate approval of the ratings or comments but rather that he/she received a copy of this form. If the teacher wishes to file a written response, the teacher may do so.

**DOMAIN I: PLANNING AND PREPARATION**

	<b>ELEMENT</b>	<b>DISTINGUISHED</b>	<b>PROFICIENT</b>	<b>BASIC</b>	<b>NEEDS IMPROVEMENT</b>
1a.	Knowledge of Content and Pedagogy	Teacher displays continuing search for best practice and anticipates student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Teacher displays little understanding of pedagogical issues involved in student learning of the content.
1b.	Demonstrates Knowledge of Students	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning. Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.	Teacher displays solid understanding of the different approaches to learning that different students exhibit. Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays general understanding of the different approaches to learning that students exhibit. Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher is unfamiliar with the different approaches to learning that students exhibit, students exhibit, such as learning styles, modalities, and different "intelligences." Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.
1c.	Articulates Instructional Goals	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning, as related to curriculum framework and standards.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.
1d.	Demonstrates Knowledge of Resources	In addition to being aware of school and district resources, teacher actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.	Teacher is fully aware of all resources available through the school or district.	Teacher displays limited awareness of resources available through the school or district.	Teacher is unaware of resources available through the school or district.
1e.	Gives Coherent Instructions	The lesson's or unit's structure is clear and allows for different pathways according to student needs.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.
1f.	Assessment of Student Learning	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	Some of the instructional goals are assessed through the proposed approach, but many are not.	Content and methods of assessment lack congruence with instructional goals.

**DOMAIN II: THE CLASSROOM ENVIRONMENT**

	<b>ELEMENT</b>	<b>DISTINGUISHED</b>	<b>PROFICIENT</b>	<b>BASIC</b>	<b>NEEDS IMPROVEMENT</b>
2a.	Creates an Environment of Respect and Rapport	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.
2b.	Establishes a Climate for Learning	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.
2c.	Manages Classroom Procedures	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Students not working with the teacher are not productively engaged in learning.
2d.	Manages Student Behavior	Standards of conduct are clear to all students and appear to have been developed with student participation.	Standards of conduct are clear to all students.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	No standards of conduct appear to have been established, or students are confused as to what the standards are.
2e.	Physical Space is Conducive to Learning	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.

DOMAIN III: INSTRUCTION

	ELEMENT	DISTINGUISHED	PROFICIENT	BASIC	NEEDS IMPROVEMENT
3.a.	Communicates Clearly and Effectively	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are confusing to students.
3b.	Use of Varied Questioning Techniques to Extend Learning	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Teacher's questions are virtually all of poor quality.
3c.	Engages Students in Learning	Students themselves ensure that all voices are heard in the discussion.	Teachers successfully engages all students in the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Only a few students participate in the discussion.
3d.	Provides Feedback to Students	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.	Feedback is consistently high quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is either not provided or is of uniformly poor quality.
3e.	Demonstrates Flexibility and Responsiveness	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.

**DOMAIN IV: PROFESSIONAL RESPONSIBILITIES**

	<b>ELEMENT</b>	<b>DISTINGUISHED</b>	<b>PROFICIENT</b>	<b>BASIC</b>	<b>NEEDS IMPROVEMENT</b>
4a.	Reflecting on Teaching	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goal and can cite general references to support the judgment.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.
4b.	Maintains Accurate Records	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.
4c.	Communicates with Parent/Guardian	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.
4d.	Relationships with Colleagues	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.	Support and cooperation characterize relationships with colleagues.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Teacher's relationships with colleagues are negative or self-serving.
4e.	Professional Growth	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct actions research in his classroom.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher engages in no professional development activities to enhance knowledge or skill.
4f.	Demonstrates Professionalism	Teacher takes an active role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.	Teacher maintains an open mind and participates in team or departmental decision making.	Teacher's decision are based on limited though genuinely professional considerations.	Teacher makes decisions based on self-serving interests.

APPENDIX F  
GRIEVANCE FORM

Grievance # \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
NAME OF GRIEVANT

\_\_\_\_\_  
DATE FILED

A. Date cause of grievance occurred \_\_\_\_\_

B. Statement of Grievance \* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Specific Article(s) and Section(s) claimed to be violated: \* \_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought: \* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

**STEP ONE:**

**INFORMAL**

An informal conference was held to discuss the problem on the following date:

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF BUILDING

PRINCIPAL

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

I hereby request an appeal to Step Two.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

**STEP TWO:**

**PRINCIPAL**

RECEIVED BY \_\_\_\_\_

DATE \_\_\_\_\_

DISPOSITION OF PRINCIPAL \* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE

I hereby request an appeal to Step Three.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

**STEP THREE: SUPERINTENDENT**

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

DISPOSITION OF SUPERINTENDENT \* \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE DATE

We hereby request an appeal to Step Four.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE FOR ASSOCIATION

**STEP FOUR: FMCS MEDIATION**

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

We hereby request an appeal to Step Five.

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF GRIEVANT

DATE \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE FOR ASSOCIATION

**STEP FIVE: BINDING ARBITRATION**

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

\* Attach additional sheets if necessary

APPENDIX G

SUPPLEMENTAL EVALUATION FORMS  
HEAD VARSITY COACH EVALUATION FORM

Coach \_\_\_\_\_ Sport/Season \_\_\_\_\_ Date \_\_\_\_\_

Number of years coaching in this assignment: \_\_\_\_\_ Number of years coaching in school district: \_\_\_\_\_

Satisfactory      Needs  
Improvement

**I. Professional & Personal Relationships:**

- 1. Cooperates with the athletic director in regard to submitting participant lists, parent permission and physical slips, year-end reports, program information relative to your sport and develops rapport with the coaching staff, other teachers, coaches and administrators, including Middle School coaches in developing a coordinated program. \_\_\_\_\_
- 2. Is appropriately dressed at the practices and games. \_\_\_\_\_
- 3. Participates in in-service meetings and other activities to improve coaching performance. \_\_\_\_\_
- 4. Develops sound public relations. Cooperates with newspapers, radio, TV, Booster Club and interested spectators. \_\_\_\_\_
- 5. Understands and follows rules and regulations set forth by all governing agencies: OHSAA, Board of Education and Mid-State League. \_\_\_\_\_
- 6. Participates in parents' night, banquets, awards night, pep assemblies and letters to colleges regarding players. \_\_\_\_\_
- 7. Maintains suitable sideline conduct at games towards players, officials and other workers. \_\_\_\_\_
- 8. Promotes all sports in the athletic program attempting to foster school spirit. \_\_\_\_\_

**II. Coaching Performance:**

- 1. Develops respect by example in appearance, manner, behavior, language and conduct during a contest. \_\_\_\_\_
- 2. Provides proper supervision and administration of locker and training room and on bus trips. \_\_\_\_\_
- 3. Is well versed and knowledgeable in matters pertaining to the sport and provides for individual as well as group instruction. \_\_\_\_\_
- 4. Has individual and team discipline and control. Is fair, understanding, tolerant, sympathetic and patient with team members. \_\_\_\_\_
- 5. Develops a well organized practice schedule which utilizes his/her staff and team to its maximum potential. \_\_\_\_\_
- 6. Works with and develops integrity with other coaches. \_\_\_\_\_
- 7. Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching. \_\_\_\_\_
- 8. Shows an interest in athletes in off-season activities and classroom efforts. \_\_\_\_\_

9. Provides leadership and attitudes that produce positive efforts by participants. \_\_\_\_\_
10. Knows the medical aspects of the position including first aid injury policies, working with team doctor and/or family physician. Completes the required pupil validation and CPR in a timely manner and before the start of the season. \_\_\_\_\_
11. Delegates authority with responsibility while remaining accountable for such delegations. \_\_\_\_\_
12. Provides atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success. \_\_\_\_\_
13. Uses all possible ethical means of motivation, emphasizes values of competitive athletics, acceptable personal behavior, decision making and lasting values to each individual. \_\_\_\_\_
14. Team performance consistent with quality of athletes available. \_\_\_\_\_

**III. Related Coaching Responsibilities:**

1. Is concerned about the care of equipment, including issue, inventory and storage. \_\_\_\_\_
2. Is cooperative in preparation of non-league scheduling. \_\_\_\_\_
3. Is cooperative in sharing facilities. \_\_\_\_\_
4. Shows self-control and poise in areas related to coaching responsibilities. \_\_\_\_\_
5. Displays enthusiasm. \_\_\_\_\_
6. Keeps athletic director informed about unusual events, or problems. \_\_\_\_\_
7. Is cooperative in helping service clubs, recreation department and other organizations in their projects which in turn relate to our athletic program. \_\_\_\_\_
8. Maintains building security. \_\_\_\_\_
9. Operates sport within the budget as approved by the Athletic Board. \_\_\_\_\_
10. Uses only approved volunteer coaches. \_\_\_\_\_
11. Provides appropriate training for volunteer and assistant coaches. \_\_\_\_\_

**STRENGTHS/WEAKNESSES/RECOMMENDATIONS:**

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. The signature does not necessarily mean that agreement exists.

Athletic Director's Signature	Date	Coach's Signature	Date	Principal's Signature	Date
-------------------------------	------	-------------------	------	-----------------------	------

Circle one:	Successful:	To be recommended for continued assignment
	Needs Improvement:	To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.
	Unsatisfactory:	No t to be recommended for continued assignment

**COACH EVALUATION FORM**  
(FOR ALL COACHES OTHER THAN HEAD VARSITY COACH)

Date \_\_\_\_\_

Coach \_\_\_\_\_ Head Coach \_\_\_\_\_

Sport \_\_\_\_\_ Position \_\_\_\_\_

Number of years coaching in this assignment: \_\_\_\_\_ Number of years coaching in school district: \_\_\_\_\_

	Satisfactory	Needs Improvement
1. Demonstrates loyalty to school system.	_____	_____
2. Maintains equipment and properly stores.	_____	_____
3. Demonstrates knowledge of sport and first aid procedures.	_____	_____
4. Teaches appropriate skills for sport and good sportsmanship.	_____	_____
5. Has individual and team discipline and control.	_____	_____
6. Creates rapport between coach and players, cooperates with the athletic director in regard to submitting participant lists, parent permission any physical slips, year-end reports and program information relative to your sport and inventory.	_____	_____
7. Provides proper supervision of players in locker room, on bus trips, and other areas.	_____	_____
8. Makes sure all players leave building before finishing duties for the day.	_____	_____
9. Maintains good working relationship with other coaches.	_____	_____
10. Works cooperatively with head coach, athletic director, administration and custodians.	_____	_____
11. Maintains building security.	_____	_____
12. Maintains up-to-date equipment and uniform inventory.	_____	_____
13. Maintains suitable sideline conduct at games towards players, officials and other workers.	_____	_____
14. Conducts pre-season meeting with parents.	_____	_____
15. Provides Athletic Director with copy of coaches written rules as soon as possible after making final decision on team roster.	_____	_____

**STRENGTHS/WEAKNESSES/RECOMMENDATIONS:**

The signature below certifies that the coach has reviewed this in conference with the athletic director and has received a copy of this form. This signature does not necessarily mean that agreement exists.

\_\_\_\_\_  
Athletic Director's Signature    Date                      \_\_\_\_\_    Date                      \_\_\_\_\_    Date  
Principal's Signature

Circle one:              Successful:              To be recommended for continued assignment  
                                 Needs Improvement:              To be recommended for re-assignment, provided an understanding can be reached in areas where improvement is suggested.  
                                 Unsatisfactory:              Not to be recommended for continued assignment

**Supplemental Evaluation (For Clubs and Organizations)**

Club/Organization \_\_\_\_\_ Advisor \_\_\_\_\_  
Evaluator \_\_\_\_\_ School Year \_\_\_\_\_  
Number of years as advisor \_\_\_\_\_

---

Scale:  
N/O            Not Observed  
1              Does not meet expectations  
2              Meets expectations  
3              Exceeds expectations

---

***PROFESSIONAL AND PUBLIC RELATIONS***

- 1. \_\_\_\_\_ Works cooperatively with the principal in regards to expectations and goals of the organization.
- 2. \_\_\_\_\_ Demonstrates the ability to get along well with students, parents, community and staff.
- 3. \_\_\_\_\_ Illustrates professional behavior and conduct when in advisory positions, as well as other school functions.
- 4. \_\_\_\_\_ Promotes the overall club or organization positively to both school and community.
- 5. \_\_\_\_\_ Works well with other school related organizations.

***ORGANIZATIONAL SKILLS***

- 6. \_\_\_\_\_ Coordinates activities and events throughout the school year.
- 7. \_\_\_\_\_ Follows prescribed procedures outlined in the Activity Advisors Manual.
- 8. \_\_\_\_\_ Has regular meeting times with group members.
- 9. \_\_\_\_\_ Actively involves students with decisions and responsibilities of the organization.

***SUBJECT KNOWLEDGE***

- 10. \_\_\_\_\_ Demonstrates evidence of knowledge of supervising and leading said club/organization.
- 11. \_\_\_\_\_ Shows ability to lead students productively in this activity.

***GENERAL EFFECTIVENESS***

- 12. \_\_\_\_\_ Has a vision developed for club/organization.
- 13. \_\_\_\_\_ Dresses appropriately for all related school functions.
- 14. \_\_\_\_\_ Effectively supervises students and has discipline control.
- 15. \_\_\_\_\_ Cares for and maintains school equipment when applicable.

Evaluator's Comments:

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Advisor's Comments:

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A conference was held on \_\_\_\_\_ at \_\_\_\_\_  
to discuss this evaluation.

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Advisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPENDIX H

**SCHEDULE OF BENEFITS**

The Schedule of Benefits is merely an outline of the amount of Benefits payable under the Plan for Covered Persons. Subsequent pages describe how and when those Benefits are payable and the limitations and exclusions applying to the Benefits.

**Prescription Drug Expense Benefits**  
For Employees and Dependents

<b>Copay amount for:</b>	
<ul style="list-style-type: none"> <li>• Retail Pharmacy – generic</li> <li>• Retail Pharmacy – brand</li> <li>• Mail Service – generic</li> <li>• Mail service – brand</li> </ul>	\$5 per prescription or refill 25% of the cost up to a maximum copay of \$100 per prescription or refill \$5 per prescription or refill \$20 per prescription or refill
<b>Benefit percentage</b>	The Plan pays all covered charges incurred in excess of your co-pay amount
<b>Dispensing limit</b>	
<ul style="list-style-type: none"> <li>• Retail pharmacy</li> <li>• Mail Service</li> </ul>	30 days 90 days
Benefits apply for prescriptions purchased at Member Pharmacies and through the Mail Order service only. No benefits are payable for prescription drugs purchased at non-Member Pharmacies.	

**Maximum Lifetime Medical Expenses Benefit**  
For Employees and Dependents

<b>Maximum overall lifetime benefit</b>	\$3,000,000 per Covered Person, but not more than \$1,000,000 in any one calendar year
<b>Maximum lifetime benefit for organ/tissue transplant procedures</b>	\$1,000,000 per Covered Person

**Comprehensive Medical Expense Benefits**  
For Employees and Dependents

Utilization Review (UR) – All Hospital Confinements and certain other services are subject to the "Utilization Review" provisions described later in this SPD. If you do not comply with the UR notification requirement, you will be responsible for paying the first 50%, up to \$250, of covered charges incurred for that Confinement or service.

<b>Calendar Year Deductible Amount</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>
Per Covered Person	\$100	\$200
Per Family	\$200	\$400
Network Provider deductible amounts do not apply toward satisfying Non-Network Provider deductible amounts, but Non-Network Provider deductible amounts apply toward satisfying Network Provider deductible amounts		

<b>Co-Insurance Limit per Calendar Year</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>
Per Covered Person	\$400	\$1,000
Per Family	\$1,000	\$2,000
Network Provider co-insurance amounts do not apply toward satisfying Non-Network Provider co-insurance amounts, but Non-Network Provider co-insurance amounts apply toward satisfying Network Provider co-insurance amounts.		
Once your co-insurance amounts total the amounts shown above for a Covered Person or Family during any one calendar year, the Plan will pay 100% of covered charges incurred for that person or that Family during the remainder of that calendar year.		
The following charges do not apply toward meeting the co-insurance limit, nor is the benefit percentage for these charges increased to 100% once the co-insurance limit is met: <ul style="list-style-type: none"> <li>• Any copay amount or calendar year deductible amount required by the Plan.</li> <li>• Any benefit penalty for non-compliance with Plan provisions;</li> <li>• Non-Network Provider charges for Inpatient and Outpatient Mental Health and Substance Abuse treatment;</li> <li>• Charges not covered by the Plan;</li> <li>• Charges in excess of the maximum benefits payable to the Plan.</li> </ul>		

<b>Co-pays, Benefit Percentages and Co-insurance Amounts</b>			
<b>Covered Charges</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>	<b>Benefit Limits (Network and Non-Network combined)</b>
Ambulance services	After the Network deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the Network Provider co-insurance limit		Pre-Authorization required for all non-emergency ambulance service
Free-Standing Surgical Facility	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit	

**Co-Pays, Benefit Percentages and Co-insurance Amounts**

<b>Covered Charges</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>	<b>Benefit Limits (Network and Non-Network combined)</b>
Hospice Services	After the Network deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the Network Provider co-insurance limit.		Bereavement counseling limited to 2 visits during the 6-month period following the patient's death.
Hospital services • Emergency room	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	The deductible is waived. You pay a \$50 copay per visit, then the Plan pays 100% of excess covered charges.	Copay is waived if admitted as an Inpatient within 48 hours of ER treatment for the same or related condition.
Hospital Services • Other Inpatient and Outpatient services	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit	Certification required for all admissions
Mental Health and Substance Abuse treatment • Inpatient	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, not subject to the co-insurance limit	<ul style="list-style-type: none"> <li>• Limited to 31 days per calendar year.</li> <li>• Certification required for all admissions</li> </ul>
Mental Health and Substance Abuse treatment • Outpatient	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, not subject to the co-insurance limit	Limited to 31 visits per calendar year. If Pre-Authorized, 2 additional visits are available for each unused Inpatient day.
Physician services: • Musculoskeletal manipulations, adjustments and related modalities	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit	Limited to \$1,000 maximum benefit per calendar year, with no more than \$350 of that maximum payable for Non-Network Provider charges.

**Co-Pays, Benefit Percentages and Co-insurance Amounts**

Covered Charges	Network Providers	Non-Network Providers	Benefit Limits (Network and Non-Network combined)
Physician services: <ul style="list-style-type: none"> <li>Physician office visits and services performed in the office during that visit.</li> </ul>	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per visit. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30% subject to the co-insurance limit.	<ul style="list-style-type: none"> <li>For Illness or Injury only</li> <li>Excluding musculoskeletal manipulations, adjustments and related modalities</li> <li>Excluding Mental Health and Substance Abuse treatment</li> <li>Excluding therapy Visits</li> </ul>
Physician services: <ul style="list-style-type: none"> <li>Hospital emergency room Physician services</li> </ul>	The deductible is waived. The Plan pays 100% of covered charges		
Physician services: <ul style="list-style-type: none"> <li>Other covered Physician services (Inpatient and Outpatient)</li> </ul>	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> <li>Excluding Mental Health and Substance Abuse treatment</li> <li>For Illness or Injury only</li> </ul>
Routine preventive care (Outpatient) <ul style="list-style-type: none"> <li>Well-Child Care from birth through 8 years</li> </ul>	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges	You pay a \$25 copay per visit. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Limited to \$1,000 maximum benefit from birth to age 1 with no more than \$500 payable for Non-Network Provider charges; and \$500 maximum benefit per 12-month period from age 1 through 8 years, with no more than \$150 payable for Non-Network Provider charges.

**Co-Pays, Benefit Percentages and Co-insurance Amounts**

<b>Covered Charges</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>	<b>Benefit Limits (Network and Non-Network combined)</b>
Routine preventive care (Outpatient): <ul style="list-style-type: none"> <li>• Mammogram</li> </ul>	The deductible is waived. You pay a \$15 copay per exam, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per exam. After the copay and deductible are met, the Plan pays 70% of covered charges, up to the maximum benefit. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> <li>• Non-Network charges limited to \$85 maximum benefit per exam.</li> <li>• Limited to 1 exam per calendar year for females age 35 &amp; older</li> </ul>
Routine preventive care (Outpatient): <ul style="list-style-type: none"> <li>• Pap smear, lab charges only</li> </ul>	The deductible is waived. The Plan pays 100% of covered charges.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Limited to 1 per calendar year
Routine preventive care (Outpatient): <ul style="list-style-type: none"> <li>• Routine physical exam and related office visit, labs, x-rays, screenings and immunizations for Covered Persons age 9 and older</li> </ul>	The deductible is waived. You pay a \$15 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$25 copay per exam. After the copay and deductible are met, the Plan pays 70% of covered charges, up to the maximum benefit. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> <li>• Limited to a maximum benefit of \$500 per calendar year, with no more than \$200 of that maximum payable for Non-Network Provider charges.</li> <li>• Copay applies to office visit charge only</li> </ul>
Urgent Care Facility	The deductible is waived. You pay a \$25 copay per visit, then the Plan pays 100% of excess covered charges.	You pay a \$35 copay per exam. After the copay and deductible are met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	<ul style="list-style-type: none"> <li>• For Illness or Injury only</li> <li>• Excludes musculoskeletal manipulations, adjustments and related modalities; excludes therapy services.</li> </ul>

**Co-Pays, Benefit Percentages and Co-insurance Amounts**

<b>Covered Charges</b>	<b>Network Providers</b>	<b>Non-Network Providers</b>	<b>Benefit Limits (Network and Non-Network combined)</b>
All other covered charges not mentioned above; for example: <ul style="list-style-type: none"> <li>• Diagnostic services</li> <li>• Durable Medical Equipment</li> <li>• Extended Care Facility</li> <li>• Home Health Care</li> <li>• Medical supplies</li> <li>• Therapy services</li> </ul>	After the deductible is met, the Plan pays 90% of covered charges. You pay the other 10%, subject to the co-insurance limit.	After the deductible is met, the Plan pays 70% of covered charges. You pay the other 30%, subject to the co-insurance limit.	Refer to "Additional Benefit Limits" below.

**Additional Benefit Limits (Network and Non-Network Providers combined)**

<b>Extended Care Facility</b>	31 days per calendar year
<b>Private-duty nursing services</b>	\$5,000 per calendar year
<b>Therapy services</b> <ul style="list-style-type: none"> <li>• Occupational and physical therapy (combined)</li> </ul>	15 visits per calendar year. Additional visits may be available if Pre-Authorized
<b>Treatment of TMJ Syndrome</b>	\$1,000 maximum benefit per calendar year

APPENDIX I

APPLICATION FOR CONTINUING CONTRACT STATUS

My current limited contract is expiring at the end of this school year. I have completed the educational and length of service requirement for continuing contract eligibility and I wish to apply for a continuing contract in April.

Name of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_  
(indicating the form was received)

This form must be turned in to the building principal on or before the first work day in February of the year in which the teacher is applying for a continuing contract.

APPENDIX J

**Amanda-Clearcreek School District  
Catastrophic Leave Request Information and Physician Statement for Sick Leave Bank**

**Employee Statement**

**Name of Recipient:**

\_\_\_\_\_

**Last Date Worked:** \_\_\_\_\_

**Leave accrued as of Last Date Worked: Sick Leave** \_\_\_\_\_ **hours**

**I certify that I have read and understand the definition of “catastrophic illness/injury: as stated below. I further certify my condition meets the definition of “catastrophic” illness/injury.**

\_\_\_\_\_  
**Signature of Recipient**

\_\_\_\_\_  
**Date**

**Catastrophic Illness is defined as “any illness, medical condition or injury that incapacitates, or is expected to incapacitate an employee or an employee’s family member”.**

**Physician’s Statement**

**Diagnosis:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Method of Treatment:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Physician’s Signature**

\_\_\_\_\_  
**Date**