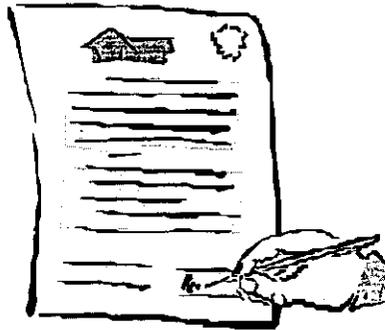




STATE EMPLOYMENT  
RELATIONS BOARD  
**NEGOTIATED AGREEMENT**

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10/31/2012



**FOR THE SCHOOL YEARS**

**2011-2012**

**2012-2013**

**2013-2014**

**CENTERBURG BOARD OF EDUCATION**

**AND**

**CENTERBURG TEACHERS ASSOCIATION**

## TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	RECOGNITION AGREEMENT	1
	A. Recognition	1
	B. Representation Election	1
	C. Access to Information	1
	D. Bargaining Period	1
	E. Directing Requests	2
	F. Composition of Bargaining Teams	2
	G. Initial Bargaining Session	2
	H. Agreement	2
	I. Impasse Procedures	3
II	GRIEVANCE PROCEDURE	5-8
	Grievance Report Form	9-10
III	CTA RIGHTS	11
	A. Payroll Deductions for CTA Dues	11
	B. Use of Facilities	11
	C. CTA Leave	12
	D. Board Information	12
	E. Fair Share Fee	12-13
	F. Labor-Management Committee	14
IV	EVALUATION/OBSERVATION PROCEDURE	15
	A. Authorization	15
	B. Observations	15
	C. Evaluations	16-17
	D. Evaluation Committee	17
V	TEACHING CONDITIONS	18
	A. Elementary Teacher Planning Time	18
	B. Class Size	18
	C. Home Base	18
	D. Faculty Meetings	18
	E. Textbooks	19
	F. Length of Day	19-20
	G. The School Year	20
	H. Choice of Vacated Position	20-21
	I. Prep Periods	21
	J. Building Keys	21
	K. Personnel Files	21
	L. Sequence of Contract Issuance	21-23

Table of Contents continued

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
Article V continued	M. Non-Renewal of Contract	23
	N. Termination of Contract	24
	O. Complaint Procedure	24-25
	P. Hiring Retired Teachers	25-26
	Q. Part-time Teachers	26
VI	<b>SALARY AND FRINGE BENEFITS</b>	27
	A. Severance Pay Upon Retirement	27
	B. Payroll Periods	27
	C. Tuition Waiver	27-28
	D. Insurance	28-29
	E. Supplemental Salary Schedule	30
	F. Teacher Salary Schedule/Index	31
	G. STRS Pick-up (Tax-Shelter)	32-33
	H. College Credit Reimbursement	33-34
	I. Continuing Education Units	34
	J. Direct Deposit	34
	Tuition Reimbursement Form	35
VII	<b>LEAVE PROVISIONS</b>	36
	A. Sick Leave and Use of Sick Leave	36-37
	B. Personal Leave	37-38
	C. Professional Leave	38
	D. Unpaid Leave	38
	E. Short Term Unpaid Leaves of Absence	38-39
	Personal Leave Form	40
VIII	<b>REDUCTION IN FORCE</b>	41-42
IX	<b>LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE</b>	43
X	<b>IMPLEMENTATION AND DURATION</b>	44

## ARTICLE I - RECOGNITION AGREEMENT

### A. Recognition

1. The Centerburg Local Board of Education (hereinafter referred to as the Board) recognizes the Centerburg Teachers Association (hereinafter referred to as the CTA), affiliated with the North Central Ohio Education Association, Ohio Education Association, and the National Education Association, as the sole and exclusive bargaining representative for all teachers of the Centerburg Local School District.
2. For the purpose of this agreement, "teacher(s)" is defined as all regular certificated/licensed employees holding a valid Ohio Teaching Certificate/License employed by the Board with the following exceptions:
  - a. Management level employees as defined in accordance with ORC 4117.
  - b. Anyone employed as a substitute teacher for sixty (60) days or less in one specific position.
  - c. Any dispute of an employee's eligibility for membership or not shall be submitted to the State Employment Relations Board (SERB) for determination.

### B. Representation Election

The recognition of the CTA as set forth in this agreement is continuous unless challenged pursuant to Chapter 4117 ORC and the rules and regulations of SERB.

### C. Access to Information

Each party shall make available to the other any and all information that is otherwise accessible to the public. This information shall be provided at no cost for the first copy. Additional copies of original information received by a party will be provided at a cost of ten cents (\$.10) per page. A signed receipt will be completed for each exchange of information.

### D. Bargaining Period

Between February 1 and sixty (60) days prior to the expiration of this contract, the Board or the CTA may request that negotiations be opened for the purpose of bargaining a successor agreement. The negotiations for the successor agreement shall be in accordance with all provisions of the existing agreement and ORC

4117. Impasse may not be declared prior to thirty (30) days before the expiration of the agreement.

E. Directing Requests

Requests to open negotiations shall be in writing and either sent by certified mail or delivered in person to the receiving party. Board requests shall be directed to the president of the CTA, and CTA requests shall be directed to the superintendent. A copy of said request shall be filed with the State Employment Relations Board (SERB).

F. Composition of Bargaining Teams

1. The CTA shall, without restrictions, select those individuals who shall comprise the CTA bargaining team. At least four (4) members shall be teachers of the Centerburg Local School District.
2. The Board shall, without restrictions, select those individuals who shall comprise the Board's bargaining team. At least four (4) members shall be employed by or be members of the Board of Education.
3. Neither team shall exceed five (5) members in size.

G. Initial Bargaining Session

1. The first bargaining session shall be held for the purpose of exchanging proposals and shall establish a date(s) for further bargaining sessions.
2. Once proposals have been exchanged, no new items shall be added during the bargaining period unless mutually agreed to by the CTA and the Board bargaining teams.

H. Agreement

1. As tentative agreement is reached on each item during the bargaining period, the tentative agreement shall be reduced to writing and initialed by each team.
2. If agreement is reached on all matters being bargained, the tentative agreements shall be reduced to writing and submitted to the CTA for its consideration. If ratified by the CTA, such written agreements shall be submitted to the Board for its consideration. The Board shall take action at the next regular meeting after receipt of the ratified agreement from the CTA. The CTA and the Board shall consider and act upon the proposed agreement in its entirety. Each side will make a good faith effort to get the tentative agreement approved.

3. Upon final approval by both the CTA and the Board, two (2) copies of the total agreement shall be signed by the president of the Board and the president of the CTA. The Board shall be responsible for typing of final agreement. Both parties shall retain a signed copy of the final agreement which shall be binding on both parties.

#### I. Impasse Procedures

Pursuant to Section 4117.14 (C) (1) and 4117.14 (E) of the ORC, the parties have established the following mutually agreed upon dispute resolution procedures which supersedes the procedures listed in 4117 ORC.

##### 1. Mediation

- a. In the event agreement is not reached by the parties, the parties may agree to request the use of mediation in an effort to reach an acceptable settlement. The negotiation teams shall request a mediator from the Federal Mediation and Conciliation Service (FMCS) whose rules and regulations shall govern the mediation.
- b. In the event there are costs and expenses for such service, the costs shall be shared equally by the Board and the CTA.
- c. If mediation is utilized, the mediation period shall terminate on the expiration date of this agreement, unless otherwise agreed by the parties.

##### 2. Advisory Board

- a. If an agreement is not reached through mediation, or if it was not mutually agreed to use mediation, the matter shall be submitted to an Advisory Board. Within ten (10) working days of the mediator's findings or within ten (10) working days of the decision to not use mediation, the Board and the CTA shall appoint and notify the other party in writing of their appointee to the Advisory Board. The two (2) appointees shall select a third person, who shall serve as chairperson, from list(s) provided by the American Arbitration Association (AAA) in accordance with their rules and regulations.
- b. The Advisory Board shall have the authority to hold hearings to affect recommendations for solving the disagreements. Such recommendations shall not be binding on the Board of the CTA.

- c. Within fifteen (15) workdays of receipt of the Advisory Board's recommendations, the parties shall each act on the recommendations of the panel in accordance with the provisions stated herein. Upon action by either party the report may be made public.
- 3. All provisions not specifically addressed in this section shall be handled in accordance with ORC 4117.

## ARTICLE II - GRIEVANCE PROCEDURE

### A. Procedures

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedures shall be available to all teachers and no reprisals of any kinds shall be taken against any teacher initiating or participating in the grievance procedure.

#### 1. Purpose and Objectives

The primary purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, equitable solutions to grievances, which may arise from time to time. Both the Board and the CTA agree that grievance proceedings shall be handled in a confidential manner.

#### 2. Definitions

- a. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board and the CTA.
- b. A grievant shall mean a teacher or group of teachers or the CTA alleging that a violation, misinterpretation, or misapplication of the written agreement has actually occurred. A grievance alleged to be a "group" grievance shall have arisen out of identical circumstances affecting each teacher of said group identically.
- c. A day shall mean a teacher workday, and during the period between the end of the spring semester and the start of the fall semester shall mean weekdays. Thus, Saturdays, Sundays, and legal holidays are excluded.

#### 3. General Provisions

- a. Any grievance shall be initiated as in General Provisions - 3. b. and be the exclusive right of the individual teacher or group of teachers within ten (10) days of the occurrence to be grieved.
- b. Any grievance shall be first discussed informally with the building principal prior to initiation of the written grievance procedure. The building principal must be made aware during this meeting that this discussion is the informal step of the grievance procedure.

- c. Any grievance shall be reduced to writing and shall contain a concise statement of any and all known facts and circumstances upon which the grievance is based and a reference to the specific provision of the contract.
- d. The CTA shall be available to assist any teacher who wishes in preparing the proper and complete information necessary to expedite the procedure.
- e. If the CTA determines at any level of the grievance procedure that a grievance shall not be carried forward, the grievant may continue the procedure, but shall be responsible for any expenses incurred thereafter in such proceedings.
- f. Resolution of a grievance at any step shall apply to the stated grievance and shall in no way infringe on statutory obligations, or other policies of the Board, or this agreement.
- g. Nothing contained in this procedure shall be construed as limiting the rights of a teacher or group of teachers, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- h. Nothing contained in this procedure shall be construed as limiting the rights of a teacher from using other professional or legal rights in resolving a complaint or problem.
- i. A grievance may be withdrawn at any step without prejudice.
- j. Counsel of choice may be used by all or any part involved in the grievance procedure at all formal steps.
- k. All records of grievance proceedings will be kept in a grievance file in the superintendent's office.
- l. No record of grievance proceedings will be sent to other prospective employers or any other agencies, unless specifically requested.

4. Procedure

- a. All written grievances shall be lodged within ten (10) days following the informal meeting with the building principal. Such grievance must be appealed to the next step in the procedure within

seven (7) days of the decision in previous steps or such right to appeal shall be forfeited.

- b. Step I - If the grievance isn't resolved in concurrence with General Provision - 3. b., a written grievance shall be submitted to the aggrieved's building principal.
  - 1) A meeting shall be mutually agreed upon between the aggrieved and the building principal within seven (7) days of the filing of the grievance. Discussion at this meeting shall be confined to the issues as stated in the grievance.
  - 2) Within seven (7) days of the meeting, the building principal shall provide the aggrieved with a written response stating his/her position and suggestions for resolution of the grievance.
  
- c. Step II - If the aggrieved is not satisfied with the suggestion for resolution received in 4. b., he/she may, within seven (7) days of receipt of such written response, submit his/her written grievance to the superintendent and request a meeting to discuss the grievance.
  - 1) The meeting shall be within seven (7) days of the request.
  - 2) Within twenty (20) days of the meeting, the superintendent shall provide the aggrieved with a written response stating his/her position and suggestion for the resolution of the grievance.
  
- d. Step III - If the action taken by the superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may elect to file with the American Arbitration Association (AAA) to proceed to advisory arbitration within twenty (20) days. If a grievance is filed by the Board, it must file with the American Arbitration Association within twenty (20) days of notice of the Centerburg Teachers Association president of intent to grieve. In either case, the moving party shall be responsible for all filing fees. If a teacher does not elect to proceed to arbitration, an appeal can be made directly to the Board as per Step IV within seven (7) days.

Copies of the demand to arbitration shall be provided to the superintendent and the CTA president (if filed by an individual). The arbitrator will be selected in keeping with AAA's voluntary rules and regulations. Once an arbitrator is selected under the process, the arbitrator shall conduct a fair and impartial hearing on

the grievance, during which each party will have an opportunity to present its side of the grievance.

The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement. The arbitrator shall expressly confine himself/herself to the specific issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declaration of opinions. The arbitrator shall in no way interfere with management prerogatives involving Board discretion, nor limit or interfere in any way with the powers, policies, duties, rules and regulations thereof. The arbitrator shall issue his/her advisory written decision within sixty (60) days of the hearing.

Copies of the advisory decision will be sent to the grievant, the CTA president, and the superintendent. Cost of the arbitration and associated expenses will be borne equally between the Board and the Association. The Board may accept, reject or modify the arbitrator's decision.

- e. Step IV - If the action taken by the superintendent at Step III listed above does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board within twenty (20) days after receiving the arbitrator's decision. The notice of appeal shall be sent to the local superintendent and a copy filed with the treasurer of the Board. The local superintendent shall place the matter on the agenda for the next regular meeting of the Board.

The Board shall act upon such appeal no later than at its next regular meeting. The Board's action shall be final and based upon the recommendation of the superintendent and the arguments presented by or on behalf of the teacher(s), superintendent, and building principal.

GRIEVANCE REPORT FORM

Teacher \_\_\_\_\_

Date of informal meeting with principal \_\_\_\_\_

STEP ONE  
(Submitted to Principal)

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

B. 1. Statement of grievance: (To include any and all known facts and circumstances; also cite article (s) and section(s) of the Agreement)

2. Relief sought:

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

C. Disposition of Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

**STEP TWO**  
(Submitted to Superintendent)

A. Position of Teacher

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

B. Disposition of Superintendent

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

**STEP FOUR**  
(Submitted to the Superintendent and Treasurer of the Board)

A. Position of Teacher

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

B. Disposition of Board

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Date

## ARTICLE III - CTA RIGHTS

### A. Payroll Deductions for CTA Dues

1. The Board agrees to deduct from the pay of teachers, dues for the CTA, when so authorized in writing by each teacher desirous of having such dues deducted. CTA shall be responsible for the clerical work necessary to present such authorizations and list to the treasurer at no expense to the Board.
2. The deductions shall be made in twenty (20) equal installments beginning with the second pay in November.
3. Individual authorization forms for dues deductions shall be furnished by the CTA.
4. Dues deductions authorizations shall be filed annually prior to October 15.
5. Dues deductions shall be transmitted by the treasurer to the CTA treasurer on the first scheduled payday of each month following the deduction period.
6. The right to refund to the teacher monies deducted from his/her pay shall lie solely with the CTA. CTA agrees to reimburse any teacher directly from CTA's treasury for the amount of any dues deducted by the Board and paid to the CTA whenever the deduction is in excess of the proper deduction and agrees to hold the Board harmless from all claims of insufficient or excessive dues deductions.

### B. Use of Facilities

1. The CTA shall have the use of designated building bulletin boards in each teachers' lounge and the teachers' workroom for CTA information.
2. The CTA president (or his designated representative) shall have the right to make brief announcements at the end of staff meetings.
3. The CTA shall have the use of school public address systems for CTA announcements in accordance with the adopted administrative procedure.
4. The CTA shall have the use of staff mailboxes for distribution of CTA information.
5. The CTA shall have the right to hold meetings in school buildings in accordance with the adopted policy governing all other school activities,

and they will assume the cost for custodial services should they be required or if such meetings last longer than normal custodial hours. There will be no rental charge assessed the CTA, but the CTA will be responsible for the care of facilities as any group would be who uses school facilities. The CTA may have the use of school equipment after paying for supplies or other consumable materials, with exception of the copiers in the elementary and superintendent's office which must be operated by authorized personnel.

C. CTA Leave

The CTA president or his/her designee shall be granted two (2) days per year to attend meetings related to the CTA's activities. The Board will pay the substitute's salary and grant released time to the individual attending. Approval is needed seven (7) days prior to said meeting.

D. Board Information

The president of CTA, upon request, will be provided with an agenda and other appropriate public documents for all Board meetings when it becomes generally available to the public.

E. Fair Share Fee

1. Right to Fair Share - Effective for new certified staff members hired for the 2001-2002 school year and new certified staff members hired thereafter.
2. Payroll Deduction of Fair Share Fee - The Board will deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members for that following school year. (No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realms of collective bargaining.)
3. 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 Union) shall be transmitted by the Association to the treasurer of the Board on or before September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the Union.
4. Schedule of the Fair Share Fee Deductions - Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs

on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of sixty days' employment in a bargaining unit position or January 15.

Upon termination of membership during the membership year, the treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

5. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
6. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
7. Entitlement to Rebate - 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.
8. Indemnification of Board - The Association shall indemnify the Board for any costs associated with the Board's compliance with the fair share fee provisions of this contract. This shall include any litigation costs. The Association reserves the right to designate counsel to represent and defend the employer. However, this provision shall not prevent the employer from employing its own counsel, at its own expense, to assist in such representation. Furthermore, the Association agrees that counsel it designates to represent the employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the employer as will create or foster a conflict of interests.

F. Labor-Management Committee

The Board and the CTA agree to establish a Labor-Management Committee (LMC). The purpose of the LMC is to keep communications open between the CTA and the Board. Bargaining or grievance processing shall not be a function of the LMC; however, it may agree to clarify the existing agreement, make recommendations for Memoranda of Understanding, and attempt to resolve issues prior to reaching the grievance process.

The parties agree to use the services of Federal Mediation and Conciliation Services (FMCS) for the purposes of training and advice in the establishment of this committee. The parties agree to establish mutually-agreed ground rules for the operation of the LMC.

## ARTICLE IV - EVALUATION/OBSERVATION PROCEDURE

### A. Authorization

1. The only persons authorized to observe/evaluate a teacher shall be the following administrators: local superintendent, building principals, or supervisors of that particular teacher.
2. The following guidelines were negotiated as the procedure to follow for observing and evaluating teachers in the Centerburg Local Schools. The parties have knowingly and deliberately bargained contrary to law; and the provisions and requirements of this article supersede the provisions and requirements of ORC 3319.11 and 3319.111 and other conflicting statutes.

### B. Observations

1. Each teacher on a one-year limited contract in the Centerburg Local School System shall be observed by one or more persons named in paragraph A. 1. above, on at least one (1) occasion of not less than thirty (30) minutes (unless mutually agreed by the teacher and administrator) between the second day of school and November 30. A second observation of not less than thirty (30) minutes (unless mutually agreed by the teacher and administrator) must be completed between December 1 and March 1. Other observations shall be made at the discretion of the authorized persons.
2. All other teachers on a limited contract in the Centerburg Local School System shall be observed on at least one (1) occasion each year for not less than thirty (30) minutes per occasion (unless mutually agreed by the teacher and administrator).
3. All teachers on continuing contract shall be observed once every other school year for not less than thirty (30) minutes per occasion (unless mutually agreed by the teacher and administrator).
4. A written Classroom Observation Report shall be completed after the administrator has observed the teacher in the exercise of his/her duties on each occasion. The written Classroom Observation Report shall include the length of time spent by the administrator in the classroom when conducting the observation.
5. The administrator shall review with and give a copy of the written Classroom Observation Report to the teacher within ten (10) working days following the observation. The written report shall be dated and then signed by both the administrator and the teacher being observed. The

teacher's signature does not necessarily indicate that he/she agrees with the report. If deficiencies exist the administrator will provide the teacher with written recommendation(s), and, possibly, additional oral recommendations on ways to improve.

6. The teacher may attach his/her written comments to the report.
7. At the request of the teacher or the administrator, additional conferences and/or observations may be held. A record of the conferences and/or observations will be signed by both parties.
8. Further, such observations may occur without regard to deadlines, except as noted for those teachers on a one-year limited contract.
9. Timelines for observations, evaluations, and any related conferences or documentation will be extended by the same number of days the bargaining unit member has been absent during any evaluation period. If, as a result of the member's extended absence, the required procedures cannot be completed prior to any deadline, the Board will be deemed to have complied with such procedures. In the event of extended absences, the Board may refer to and use an employee's last completed evaluation for the purposes of supporting a nonrenewal.

This provision shall supersede and replace the provisions of Ohio Revised Code Sections 3319.11 and 3319.111 relating to evaluation, renewal and nonrenewal, and preempt any conflicting statutory rights created by these provisions or by Sections 3319.13 and 3319.141 of the Ohio Revised Code.

#### C. Evaluations

1. Each teacher on a one-year limited contract in the Centerburg Local Schools shall have a Teacher Evaluation Report completed at least twice during the school year. The first Evaluation Conference shall be held on or before December 10. The second Evaluation Conference shall be held on or before March 10.
2. All other teachers on a limited contract in the Centerburg Local Schools shall have one Teacher Evaluation Report completed each year.
3. In the final year of a limited contract, if the district is unable to complete the Summary Evaluation Conference due to an extended illness or Board approved leave of absence by the teacher, the teacher's current limited contract shall be extended for an additional year. During the extended year, the teacher shall be evaluated as though he/she were in the final year of his/her limited contract. If the district elects to reemploy the teacher,

that teacher shall be given a limited contract (per Article V, Section L. 1. a. 1) of this negotiated agreement) as though the one-year extension had never taken place.

4. All teachers on continuing contract shall have a Teacher Evaluation Report Summary completed in the same year as B. 3. above.
5. The written Teacher Evaluation Report shall be reviewed with and a copy given to the teacher. The written Teacher Evaluation Report shall be dated and then signed by both the teacher and administrator. The teacher's signature does not necessarily indicate that he/she agrees with the summary, and the teacher may attach comments.
6. Further, such evaluations may occur without regard to deadlines except as noted for those teachers on a one-year limited contract. Additional evaluations shall be made at the discretion of the authorized persons.

D. Evaluation Committee

1. An Evaluation Committee shall be formed every three years, if requested by the Board or the CTA, to review and/or develop the evaluation instrument(s) which will be used to evaluate teachers. Membership of the Committee shall be as follows: two building principals, two teachers (one from each building) appointed by the president of the CTA. The Committee shall send its recommendations to the superintendent and to the CTA president. The superintendent may refer the instrument(s) back to the Committee for further development. Upon approval of the document(s) the superintendent shall make a recommendation to the Board. After due consideration of the recommendation, the Board shall vote to adopt the evaluation instrument(s) or to refer the document(s) back to Committee with specific direction(s) to be considered. After such consideration, the Committee shall present its recommendations to the Board. The Board will either adopt the instrument(s) or return it for revision.
2. Upon Board adoption of the evaluation instrument(s), a copy shall be provided to each teacher by the effective date of such instrument(s).

## ARTICLE V - TEACHING CONDITIONS

### A. Elementary Teacher Planning Time

Each elementary teacher will be provided with at least 150 minutes' planning time each week, exclusive of lunch and recess periods.

### B. Class Size

The Board will make reasonable attempts to maintain equitable class sizes at one full-time classroom teacher for each twenty-five pupils in the average daily membership in the Centerburg Local School District.

### C. Home Base

The Board will provide each teacher with a storage facility as determined by the superintendent or his/her designee.

### D. Faculty Meetings

1. There will be forty-eight hour advance notice of faculty meetings, unless the need arises for an immediate exchange of information. All teachers may be required to attend fifteen (15) faculty meetings during the school year that will extend the workday up to one (1) hour.
2. Compensation for Meetings
  - a. Where "required" or "mandatory" meetings exceed six (6) annually, compensation for such meetings outside the workday will be paid at fifteen dollars (\$15.00) per hour. Such meetings shall include meetings for IEPs, IATs, Section 504 Plans; faculty meetings beyond the one (1) hour in paragraph 1; and administration directed committee meetings.
  - b. Documentation of attendance at meetings will be kept on an ongoing basis by the teacher. The form will be signed by the administrator/supervisor the day of each meeting. At end-of-the-year checkout the teacher will submit to the building administrator the signed Teacher Attendance form requesting compensation for meetings which have exceeded six (6) annually. The treasurer will execute payment for such meetings not later than the last pay in June.

- c. If the teacher is unable to attend the required meeting, s/he will inform the building administrator in writing with as much advance notice as possible and will provide written information regarding the student on the appropriate form twenty-four (24) hours in advance.

E. Textbooks

1. Every five (5) years the Board will review the textbooks with teachers and their respective principals. An effort will be made to update textbooks on a rotating basis as funding is available.
2. It is the teacher's duty to report a shortage of textbooks to his building principal. An effort will be made to provide each student with textbooks as funding is available.
3. In some circumstances, textbooks are shared within grade levels. In this case, an effort will be made to provide a textbook for each student within a particular classroom.

F. Length of Day

1. The Board and the CTA agree that a committee to study the length of the school day may be established at the request of the superintendent or CTA president. The committee shall be composed of two teachers (one each from the elementary and high school) selected by the CTA president and two administrators selected by the superintendent.
2. A request from the CTA or the superintendent for the formation of this committee shall be made to the superintendent or CTA president before January 1. The time and location of the meetings will be mutually agreed upon by the superintendent and the CTA president.
3. The committee will study problems associated with establishing the length of the school day for the next school year. Written recommendations will be presented to the superintendent by March 1.
4. The workday for teachers shall be defined as follows:
  - a. It is understood that the workday does not end until the buses leave the school grounds.
  - b. The workday for teachers shall include a minimum of thirty (30) minutes of uninterrupted, duty free lunch, unless mutually agreed to between building teachers and administrators.

- c. The teacher workday for all bargaining unit members shall be seven and one-half (7 ½) hours. The teacher workday shall not begin before 7:30 a.m. nor end after 4:00 p.m. Student instructional time shall not exceed six (6) hours.
- d. Every effort will be made to equalize duty schedules or emergency class coverage among bargaining unit members at each building. Where inequities are found, BLT will address the issues.
- e. Every effort will be made to equalize emergency class coverage among bargaining unit members at each building. A voluntary advisory committee will be established in each building to review the master schedule for that building and to offer input with the goal of providing an equitable instructional, planning, and duty schedule for each bargaining unit member.

G. The School Year

- 1. The school year will be 184 days, categorized in the following manner:
  - a. One hundred eighty (180) days with students and four in-service/teacher workdays.
  - b. At least two (2) teacher workdays will be for professional development/in-service.
- 2. Calendar Committee

The CTA shall make a recommendation to the Board by February 1 annually for the following year's calendar.

H. Choice of Vacated Position

- 1. A written notice of each vacated teaching position will be sent to the CTA president and emailed to all bargaining unit members. Any employee seeking a vacated position must make formal written application to the building principal within ten (10) days of the notification. All interested employees that hold appropriate certification / licensure of the position will be interviewed.
- 2. Ability, seniority, and appropriate certification/licensure shall be assumed criteria in filling all positions. The determination of ability and the final decision on placement shall be vested in the administration.
- 3. If a teacher desires a change in teaching position for the following year, he/she should notify the building principal in writing no later than May 31

so that if a position becomes available during the summer break, in that area, he/she can be considered.

I. Prep Periods

The Board will make every effort to secure a substitute in the event that a teacher is absent for an entire workday.

J. Building Keys

The Board will provide each teacher while employed at the Centerburg Local Schools with a classroom key for his/her room. A building key will be provided to any teacher upon request when deemed appropriate by the respective building principal.

K. Personnel Files

1. The Board shall maintain the only official personnel files in the Board offices for all teachers. The purpose of the personnel file system shall be to serve as the official depository of records that are necessary and relevant to the teacher's employment and professional responsibilities.
2. A teacher shall be granted access to his/her individual personnel file within five (5) workdays following the receipt of a written request. There shall be no charge for teacher access to the personnel file system.
3. Access to or disclosure of any information in the personnel file system shall be in accordance with the provisions of ORC 1347.07, 1347.08, 1347.09, 1347.10, 149.43, and 149.99.
4. A teacher shall have the right to inspect his/her personnel file with the superintendent present. The teacher and the superintendent may both have a representative of his/her choice present.
5. A teacher shall have the right to dispute the accuracy, relevance, and timeliness of the information contained in the personnel file. A teacher may attach his/her comments to any document in the file.

L. Sequence of Contract Issuance

1. Limited Contract

- a. This statement on sequence of limited contracts is made to inform the teaching staff of the progression of limited contracts in the Centerburg Local School District.

The sequence of limited contracts shall be:

- 1) One year, upon initial employment
  - 2) One year, upon reemployment, for second contract
  - 3) Two years, upon reemployment, for third contract
  - 4) Three years, upon reemployment, for the fourth contract.
- b. Any teacher on or eligible to receive a multi-year contract shall only be offered a contract of less duration based on reason(s) that are given to the teacher.
- c. Any teacher on limited contract who resigns or retires and returns to service at a later time must begin the contract sequence with a one-year limited contract as in L. 1. a. 1).

2. Extended Contract

Per Article IV, Section C. 3., if the district is unable to complete the Summary Evaluation Conference due to an extended illness or Board approved leave of absence by the teacher, the teacher's current limited contract shall be extended for an additional year. During the extended year, the teacher shall be evaluated as though he/she were in the final year of his/her limited contract. If the district elects to reemploy the teacher, that teacher shall be given a limited contract outlined in L. 1. a. 1) above as though the one-year extension had never taken place.

3. Continuing Contract

This statement of continuing contracts is made to inform the teaching staff of the procedure for awarding continuing contracts in the Centerburg Local School District.

- a. If a teacher becomes eligible for a continuing contract in the year that his/her limited contract expires, normal statutory options and procedures will be followed.
- b. If a teacher becomes eligible for a continuing contract in a year other than the final year of a multi-year limited contract, the procedure outlined below will be followed.
  - 1) The teacher must submit a written request to be considered for early contract change to the superintendent by February 15. Such request must be accompanied by a valid

professional certificate/license or verification provided by the State Department of Education.

- 2) The Board, at its next regular April Board meeting, shall consider, on individual merit, the teacher's request based upon the recommendation of the local superintendent.
- 3) The granting of a continuing contract by the Board shall be considered replacement of the teacher's current limited contract.
- 4) If the superintendent does not recommend the early contract change or the Board rejects or fails to take action on the request, such action shall be based on reason(s) that are given to the teacher. The teacher will proceed on the limited contract until it comes to an end, or reapplies for continuing contract under L. 3. b. 1) through 4).

#### M. Non-Renewal of Contract

1. Non-renewal of a teacher's limited contract will be in keeping with Sections 3319.11 and 3319.111 of the Ohio Revised Code, except as the parties have knowingly negotiated in Article IV.

Prior to a recommendation for non-renewal being made, a teacher must have received more than one (1) incidence or occurrence of the following, including recommendation for correction of the deficient behavior/performance:

- a. negative evaluation;
  - b. documented verbal counseling/reprimand;
  - c. written notice/reprimand; and/or
  - d. written directive.
2. If it is the intent of the superintendent to recommend non-renewal of a teacher's limited contract, the teacher shall meet in conference with the superintendent. This meeting shall be held prior to the superintendent making his/her official recommendation to the Board of Education. If the teacher wishes to have a representative present, a second conference with the superintendent will be scheduled before the Board of Education meets to act on the recommendation.
  3. Vacancies that occur during the school year will be filled on a temporary basis. Teachers hired for vacancies will automatically be non-renewed by the school board (unless the teacher chooses to resign) at the conclusion of that school year.

N. Termination of Contract

Termination of a teacher's contract shall be in keeping with Section 3319.16 of the Ohio Revised Code.

O. Complaint Procedure

1. A complaint against a teacher will be handled in a manner so as to seek a remedy by discussion of an informal type between the parties. The building principal or superintendent may attempt to resolve a complaint if either feels that is possible without involving the staff member. Neither the Board nor the administrators can be held responsible for the actions of the complainant. The teacher and administrator can mutually agree to deviate from the formal procedure. It is only when such informal meetings are not practical or fail to resolve the differences, that a more formal procedure will be used.

a. First Level: The parent will be directed to meet with the teacher.

b. Second Level: If the matter is not satisfactorily resolved at the first level, the complainant will be directed to meet with the building principal.

c. Third Level: If the matter is not satisfactorily resolved at the second level, the principal will direct the complainant to submit a written request for a conference with the superintendent who will provide a copy to the Board of Education. The request should include:

1) the specific nature of the complaint and a brief statement of the facts giving rise to it,

2) the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely,

3) the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

Should the matter be resolved in conference with the superintendent, the Board shall be advised of the solution.

d. Fourth Level: Should the matter still not be resolved, or if it is beyond the superintendent's authority and requires a Board decision or action, the complainant shall request in writing a hearing by the Board. The Board of Education, after reviewing all

materials relating to the case, may provide the complainant with its written decision or grant a hearing before the Board of Education. The Board retains the right to select the procedures to conduct the hearing. The Board, teacher, and complainant may elect one representative at this step.

2. This procedure does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the teacher.

P. Hiring Retired Teachers

1. Definition of Retiree – A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification/licensure and background for public school teaching in Ohio.
2. Where a bargaining unit vacancy exists which the Board may fill by hiring a properly certified/licensed teacher who is not already employed by the Board, the Board may consider and employ retirees for any such vacancy upon the recommendation of the superintendent. This may only occur after proper posting and bidding by the bargaining unit.
3. A retiree shall be paid in accordance with the negotiated salary schedule. Step ten shall be the maximum placement for any retiree. Retirees who have been initially hired prior to July 1, 2011, shall remain at step ten. Retirees who are initially hired on or after July 1, 2011, shall be placed between steps five and ten, inclusive, upon the recommendation of the superintendent. On a case-by-case basis the Board, upon recommendation of the superintendent, may place retirees at a higher level, not to exceed their actual experience.
4. A retiree shall receive a one-year limited teaching contract, which shall expire automatically at the end of the stated term. No notice of non-renewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon recommendation of the superintendent. The requirements of this Agreement regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.

5. Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract.
6. A retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a retiree.
7. A retiree shall not be entitled to participate in the health, dental, and vision insurances provided to the bargaining unit members under the Negotiated Agreement. If STRS rules and/or state statute deny STRS-sponsored insurance coverage to a retiree, then the retiree shall be eligible to participate in the district's insurance programs.
8. A retiree shall not accumulate seniority in the bargaining unit for any purpose under the Negotiated Agreement (i.e., RIF, bidding on vacancies, etc.) and has no right of recall in the event of a reduction in force pursuant to the Negotiated Agreement.
9. A retiree is eligible for a supplemental contract only at the discretion of the superintendent. This subsection supersedes O.R.C. §3313.53.
10. A retiree shall not be eligible for purchase of service credit.
11. A rehired retiree shall not be eligible for tuition reimbursement.
12. The preceding provisions shall cover all STRS retirees hired by the district after July 31, 2002.

Q. Part-time Teachers

Part-time teachers shall be entitled to all provisions of this agreement with the following exceptions:

1. Health insurance, dental benefits, and college reimbursement shall be granted on a prorated basis; however, a teacher who is contracted to work less than 50% shall not be eligible for any such benefits.
2. Paid planning periods shall be scheduled on a prorated basis.

## ARTICLE VI - SALARY AND FRINGE BENEFITS

### A. Severance Pay Upon Retirement

Teachers of the Centerburg Local School District may elect, at the time of their retirement from active service and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash for one-fourth (1/4) of the value of their unused accumulated sick leave earned in public service in Ohio. Only those teachers whose effective date of retirement with the State Teachers Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Centerburg Local System shall be eligible to be paid for such unused accumulated sick leave in the State of Ohio not to exceed one-fourth (1/4) of the two hundred (200) days. Under no circumstances shall the maximum payment exceed fifty (50) days. Such payment shall be based on the teacher's rate of pay at retirement. Payment for sick leave on this basis shall eliminate all unused accumulated sick leave credit in the State of Ohio by the teacher at that time. Thus, if an employee has received severance pay from another political subdivision of the State of Ohio, the employee is not eligible for additional severance pay by the Board, unless the teacher has an additional ten years' service since severance payment. Such payment shall be made no later than sixty (60) calendar days after the effective date of retirement with the State Teachers Retirement System, unless the teacher requests payment to be made at a later date. In the event of the death of a teacher, the executor of the estate may elect to have the estate paid for the value of the teacher's accrued, unused sick leave (maximum payment will not exceed 50 days) if the teacher had met the other requirements of this paragraph.

### B. Payroll Periods

1. Teachers shall be paid in twenty-six (26) equal installments on an every other Friday basis.
2. During any calendar year when twenty-seven (27) pay Fridays occur, the pay schedule will be adjusted by one week (three [3] weeks between the last pay of a school year and the first pay of the succeeding school year) so the number of pay dates will not exceed twenty-six (26) in any one calendar year. This will normally occur near the middle of September.

### C. Tuition Waiver

Children of full-time non-resident Centerburg Local School teachers may attend Centerburg Local Schools tuition free if the following stipulations can be met.

1. Child must be served within the confines of either the high school or elementary buildings with established programs.

2. Child must be enrolled the first day of school for each year. Child cannot enter or reenter during a school year.
3. Child's enrollment shall not exceed 80% of capacity limits of any special education class.
4. Child is not eligible for school transportation to and from home.
5. Athletic eligibility shall be determined by the OHSAA.
6. Employee must have custody of child for school purposes.
7. Child must live with employee.
8. Employee must make request for child to attend Centerburg School.

D. Insurance

1. Health Insurance
  - a. A Medical-Hospitalization Plan shall be provided.
  - b. A drug prescription card will be provided.
  - c. Board share 80%, employee share 20% of premiums per month. The employee's share shall be capped at \$250.00 per month for family coverage and \$150.00 per month for single coverage.
2. Dental Insurance - The Board will pay sixty-five percent (65%) and the employee will pay thirty-five percent (35%) of the premium per month. The Board and the Association agree that there will not be any premium increases unless the Dental Insurance Fund drops below \$55,000.00.
3. Life Insurance - The Board will provide \$25,000.00 in term life insurance. The employee may purchase additional life insurance: \$10,000.00 minimum to \$25,000.00 maximum.
4. The Board may change carrier(s) for any of the insurance programs contained herein provided that such coverage and services shall not be different than provided by the carrier(s) as of the effective date of this Agreement. Otherwise, if a change in carriers is requested by the Board or the CTA, a committee of four - two appointed by the superintendent and two teachers appointed by the CTA president will meet to select coverage to recommend to the CTA and to the Board for approval.

5. A Section 125 Plan will be offered for tax sheltering the employee's share of the premiums for health, dental, and supplemental life insurance at no cost to the employee. The terms of the Section 125 Plan shall be determined by the Board. The Board shall be permitted to interpret and operate as the Board shall deem necessary for compliance with the requirements of IRS Code Section 125 and regulations and rulings thereunder. To the extent requirements for compliance with IRS Code Section 125, the Board may also restrict the timing of benefit elections under the health plan. Enrollment in this program will be on a voluntary basis. All employees shall be required to complete a form at the beginning of each school year to accept or reject participation in the Section 125 Plan, and indicate the dollar amount to be contributed for that year. An employee who chooses to participate must indicate the dollar amount to be sheltered for that year. Any money left in the account at the end of that year cannot be carried over to the next school year nor returned to the employee. Each employee shall hold full responsibility not to exceed the maximum allowed per year in total contributions in any and all tax shelters including State Teachers Retirement System, 403b plans, etc. Any penalty, interest, or tax incurred through excess contributions will be the responsibility of the employee. Plan will be provided as long as law allows such plan.

E. Supplemental Salary Schedule

Supplemental Salary Schedule 2011-2012

YRS EXP	0	1	2	3	4	5	6	8	10
GROUP I	\$4,000.00	\$4,500.00	\$5,000.00	\$5,500.00	\$6,000.00	\$6,500.00	\$7,000.00	\$7,500.00	\$8,000.00
GROUP II	\$3,100.00	\$3,400.00	\$3,700.00	\$4,000.00	\$4,300.00	\$4,600.00	\$4,900.00	\$5,200.00	\$5,500.00
GROUP III	\$2,400.00	\$2,700.00	\$3,000.00	\$3,300.00	\$3,600.00	\$3,900.00	\$4,200.00	\$4,500.00	\$4,800.00
GROUP IV	\$2,200.00	\$2,450.00	\$2,700.00	\$2,950.00	\$3,200.00	\$3,450.00	\$3,700.00	\$3,950.00	\$4,200.00
GROUP V	\$1,700.00	\$1,850.00	\$2,000.00	\$2,150.00	\$2,300.00	\$2,450.00	\$2,600.00	\$2,750.00	\$2,900.00
GROUP VI	\$1,300.00	\$1,400.00	\$1,500.00	\$1,600.00	\$1,700.00	\$1,800.00	\$1,900.00	\$2,000.00	\$2,100.00
GROUP VII	\$ 800.00	\$ 900.00	\$1,000.00	\$1,100.00	\$1,200.00	\$1,300.00	\$1,400.00	\$1,500.00	\$1,600.00

**GROUP I**

Athletic Director

**GROUP II**

Head Jr. Class Advisor  
 Head Wrestling Coach  
 Head Track Coach  
 Head Cheerleader Coach  
 Head Football Coach  
 Head Basketball Coach  
 Band Director  
 Head Volleyball Coach

**GROUP III**

Head Softball Coach  
 Head Baseball Coach  
 Head Golf Coach  
 Head Cross Country Coach  
 Conditioning Coach

**GROUP IV**

Assistant Football Coach  
 Assistant Basketball Coach  
 Assistant Volleyball Coach  
 Assistant Wrestling Coach  
 Assistant Cheerleader Coach  
 Assistant Marching Band Director  
 Assistant Track Coach

**GROUP V**

Assistant Baseball Coach  
 Assistant Softball Coach  
 Assistant Golf Coach  
 Assistant Cross Country Coach  
 Jr. High Volleyball Coach  
 Jr. High Football Coach  
 Jr. High Basketball Coach  
 Jr. High Wrestling Coach  
 Jr. High Golf Coach  
 Fall Sports Event Coordinator  
 Winter Sports Event Coordinator  
 Drama Coach  
 Choral Director  
 Yearbook Advisor

**GROUP VI**

Scenery Director  
 High School Student Council Advisor  
 Quiz Bowl Advisor  
 Flag Corps Advisor  
 Musical Director  
 Assistant Drama Coach

**GROUP VII**

National Honor Society  
 Journalism Advisor  
 Assistant Jr. Class Advisor  
 Elem. Student Council Advisor  
 Middle School Student Council

NOTE: The Board has the right to add, fill, or not fill positions as it deems appropriate. Assistant Coach salaries include all responsibilities assigned by the Head Coach.

The parties agree to form a committee of three administrators and three Association members to reevaluate the groupings and salaries and to make a recommendation to the Board of Education and the CTA for the 2008-2009 school year.

The committee shall make recommendations for short-term solutions regarding grouping and pay within 30 days of ratification, but not later than June 30, 2008.

Not later than March 1, 2009, the committee shall make a thorough review of the supplemental salaries, including indexing the supplemental salaries to the BA base salary and further regrouping. If ratified, the Collective Bargaining Agreement will be amended accordingly.

F. Teacher Salary Schedule

2010-2011 Salary

STEP	BA	150	MA	MA+15
0	\$31,928	\$33,365	\$35,057	\$36,270
	1.000	1.045	1.098	1.136
1	\$33,365	\$34,802	\$36,589	\$37,803
	1.045	1.090	1.146	1.184
2	\$34,802	\$36,238	\$38,122	\$39,335
	1.090	1.135	1.194	1.232
3	\$36,238	\$37,675	\$39,655	\$40,868
	1.135	1.180	1.242	1.280
4	\$37,675	\$39,112	\$41,187	\$42,400
	1.180	1.225	1.290	1.328
5	\$39,112	\$40,549	\$42,720	\$43,933
	1.225	1.270	1.338	1.376
6	\$40,549	\$41,985	\$44,252	\$45,465
	1.270	1.315	1.386	1.424
7	\$41,985	\$43,422	\$45,785	\$46,998
	1.315	1.360	1.434	1.472
8	\$43,422	\$44,859	\$47,317	\$48,531
	1.360	1.405	1.482	1.520
9	\$44,859	\$46,296	\$48,850	\$50,063
	1.405	1.450	1.530	1.568
10	\$46,296	\$47,732	\$50,382	\$51,596
	1.450	1.495	1.578	1.616
11	\$47,732	\$49,169	\$51,915	\$53,128
	1.495	1.540	1.626	1.664
12	\$49,169	\$50,606	\$53,447	\$54,661
	1.540	1.585	1.674	1.712
13	\$50,606	\$52,043	\$54,980	\$56,193
	1.585	1.630	1.722	1.760
14	\$52,043	\$53,479	\$56,513	\$57,726
	1.630	1.675	1.770	1.808
15	\$53,479	\$54,916	\$58,045	\$59,258
	1.675	1.720	1.818	1.856
16	\$54,916	\$56,353	\$59,578	\$60,791
	1.720	1.765	1.866	1.904
18	\$56,353	\$57,790	\$61,110	\$62,323
	1.765	1.810	1.914	1.952
20	\$57,790	\$59,226	\$62,643	\$63,856
	1.810	1.855	1.962	2.000
26	\$59,226	\$60,663	\$64,175	\$65,389
	1.855	1.900	2.010	2.048
27	\$60,663	\$62,100	\$65,612	\$66,921
	1.900	1.945	2.055	2.096

150 semester hours plus a Bachelor's Degree are requirements for the second column. In the Master's + 15 column the teacher must have fifteen (15) additional graduate semester hours beyond the Master's Degree.

### Salary

The base salary shall remain \$31,928 for the life of the Agreement. For the 2011-12 school year, vertical step increases shall not be awarded. There shall be no reduction in force (aside from attrition) for the 2011-12 school year. For the 2012-13 and 2013-14 school years, eligible employees will receive normal step increases on the salary schedule.

If the teachers' STRS contribution rate is increased from 10% to 12%, and the Board's share is reduced from 14% to 12%, the Board shall add 2% to the base salary. This shall take effect on the same pay date that the contribution rate changes.

#### G. STRS Pick-up (Tax-Shelter)

1. The treasurer of the Board shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each teacher's contribution in lieu of payment to such teacher. The amount contributed by the Board on behalf of the teacher shall be treated as a mandatory salary reduction from the contract salary, otherwise payable to such teacher.
2. The total annual salary for each teacher shall be the salary otherwise payable under each contract. The total annual salary shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary which is required by STRS to be paid by the Board to STRS on behalf of said teacher as a "pick-up" of the STRS teacher contribution otherwise payable by the employee. A teacher's cash salary shall be equal to said teacher's total annual salary less the amount of the "pick up" for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher.
3. The Board's total combined expenditures for the teacher's total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
4. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the "pick up." The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of

the "pick up." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.

5. The "pick up" shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purposes.
6. The "pick up" shall be a uniform percent for all certified/licensed employees, and it shall apply to all payroll payments, and shall not be at the individual teacher's option.
7. The current taxation or deferred taxation of the "pick up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick up" will be deferred. If the IRS or other governmental entity declares the "pick up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place originally shall be in effect.

#### H. College Credit Reimbursement

1. The Board will provide a reimbursement to eligible teachers for college credit course work taken after September 1 and completed by August 31 the following year. The payment will be \$160.00 and \$100.00 per semester hour for graduate and undergraduate courses respectively, or \$110.00 and \$70.00 per quarter hour for graduate and undergraduate courses respectively, to a maximum of six (6) semester hours of credit or nine (9) quarter hours of credit.
2. The following conditions must be met for such payment to be made in December of each year.
  - a. The superintendent will have granted prior approval for any course contemplated based upon the following criteria:
    - 1) The teacher must complete the application form with all necessary information.
    - 2) The superintendent will return a copy of the application to the teacher indicating the course(s) is/are acceptable for reimbursement.
    - 3) A teacher is not eligible for reimbursement in excess of actual tuition paid or if the school or other agency provides a substitute, or pays any of the expenses. Reimbursable college credit must be earned on the teacher's time and at the teacher's expense.
    - 4) Course work must be taken from an institution accredited by the Ohio Board of Regents or other recognized accreditation agency. The course work must relate to the

unit member's assigned teaching and/or related area of responsibility in the District or must be necessary for successful completion of the unit member's individual professional development plan (IPDP).

- b. The transcript or grade slip and receipt showing tuition amount for the course(s) taken notating the receipt of a passing grade must be submitted to the superintendent no later than November 1 to qualify for reimbursement.
- c. The teacher must agree to remain in active service with the Centerburg Local Schools for the school year following completion of the course(s) or that teacher must refund the reimbursement to the Board. An individual on a Board approved leave of absence in the school year following completion of the course(s), must return to active service the school year following the leave of absence to be paid the reimbursement by the Board.
- d. The total annual payments shall not exceed \$20,000.00 for all teachers.
- e. If, at the conclusion of a year, there is money still available within this account, then said money shall be distributed to those individuals who either had been denied due to number of requests or had taken more than six (6) semester or nine (9) quarter hours. Additional money will be distributed on an equal or six (6) semester/nine (9) quarter hour basis. If money is left in the fund at this point, after all approved requests are met, it will be considered spent.

I. Continuing Education Units

The administration shall endeavor to provide in-services that will meet Continuing Education Unit requirements when possible.

J. Direct Deposit

- 1. All new teachers hired for the 1999-2000 school year, and thereafter, will be required to receive their pay through direct deposit.
- 2. All staff members will be required to use direct deposit or pick up their checks at their respective building office. When pay dates fall on a non-workday or over the summer, the treasurer's office will mail the checks to the address on file. If a check does not arrive when mailed, it will be reissued on the following Friday. Effective May 1, 2003, all employees shall be required to receive their pay through direct deposit.

Request for Reimbursement Pay for College Credit

This form must be submitted to the Superintendent for approval prior to course registration.

The Board of Education will provide a supplemental payment to eligible instructional staff for college credit course work taken. The payment will be \$160 and \$100 per semester hour for graduate and undergraduate courses, respectively, or \$110 and \$70 per quarter hour for graduate and undergraduate courses, respectively, to a maximum of six (6) semester hours or nine (9) quarter hours per year (September 1 – August 31). A copy of the official course description must be attached for approval. If this course is related to your IPDP, please attach a copy of the Plan.

Teacher's Name \_\_\_\_\_

Current Position \_\_\_\_\_

Area(s) of Licensure \_\_\_\_\_

College \_\_\_\_\_

Date classes begin \_\_\_\_\_

Course number \_\_\_\_\_

Course name \_\_\_\_\_

Number of hours \_\_\_\_\_

Semester or Quarter hours? \_\_\_\_\_

Graduate or Undergraduate hours? \_\_\_\_\_

I understand that I cannot receive both college credit and Professional Growth Credit.

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

Date \_\_\_\_\_

Authorization \_\_\_\_\_

Date \_\_\_\_\_

Refer to Collective Bargaining Agreement (Article VI, Section I) for additional terms. A copy of the grade slip or transcript and receipt for payment of tuition must be provided for reimbursement to be made.

## ARTICLE VII - LEAVE PROVISIONS

### A. Sick Leave and Use of Sick Leave

1. Each regular employed teacher in Centerburg School shall, upon being awarded his initial contract, be granted five (5) days of sick leave to be charged against sick leave to be accumulated during his first four months of employment in the Centerburg Local Schools.

Teachers on part-time contracts shall be awarded and charged sick leave commensurate with the fractional nature of his contract.

2. Sick leave shall be accumulated at the rate of one and a quarter (1 1/4) days per month for twelve months each year or a total of fifteen (15) days per year until 200 days have accumulated.
3. Sick leave accumulated while in the employment of any other public agency in the State of Ohio -- upon receipt by treasurer -- shall be transferable to the Centerburg Local School District up to a total of 200 days (R.C. 143.29). A teacher cannot be gainfully employed while on sick leave. Sick leave may be used to cover absence only for the following reasons and under the following stipulated conditions:
  - a. Absence because of personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others.
  - b. Absence because of illness or injury to one's immediate or close family.
  - c. Absence because of death of a member of one's immediate or close family.
  - d. Absence because of doctor or dental appointment for self or immediate family.
  - e. Definition of immediate family: individuals living in the employee's own household.
  - f. Definition of close family: employee's or spouse's parents, brother, sister, grandparents, grandchildren, children not living at home, or persons for whom one has legal responsibility.
  - g. To avoid misunderstandings and problems concerning the use of sick leave the superintendent and/or building administrator may:
    - 1) Require written documentation to justify the use of sick leave for a teacher or immediate family when the time used extends beyond three (3) consecutive workdays or to justify

the use of sick leave for close family members causing the teacher to miss more than three (3) consecutive workdays.

- 2) Require medical documentation to justify the use of sick leave when an intermittent pattern of sick leave use causes a question concerning the legitimate use of sick leave.

#### 4. Sick Leave Advance

In the event an employee suffers a catastrophic illness or injury or catastrophic illness or injury in his/her immediate family, the Board will advance the employee up to twenty (20) days' sick leave with pay, if the employee has exhausted his/her sick leave accumulation. The twenty (20) day cap shall be the maximum available. The advance account may be utilized on multiple occasions provided the total amount advanced (outstanding balance) does not exceed the twenty (20) day maximum.

In the event the employee leaves the employ of the Board before paying back the advance, he/she shall pay the Board for the number of days remaining at the per diem rate of pay of the employee at the time employment is severed.

#### B. Personal Leave

1. Three (3) personal leave days shall be granted each year to teachers. Notice of intent to use personal leave must be submitted on the proper form. Except in the case of emergencies the form shall be submitted five (5) days in advance of the personal leave day. Any employee may be required to disclose the reason for the leave.
2. Personal leave shall be used for personal business which cannot be conducted at any other time, including:
  - Legal transactions;
  - Court summons;
  - Internal Revenue Service review;
  - Attendance at ceremony honoring self or family (such as graduations, distinguished awards, public recognitions);
  - Religious holiday;
  - Business at college or university;
  - Death not covered by sick leave;
  - Wedding;
  - Travel restrictions (inability to travel beyond one's control);
  - Emergency
3. Personal leave may not be used to seek other employment, to be employed outside the school district, for sick leave, or to extend school holidays or scheduled breaks.
4. If a teacher does not use any of their three personal days, one sick leave day will be credited to them at the end of the year. If on June 30 annually

a teacher has accrued more than 200 days of sick leave, the teacher shall be paid one additional day's pay at the individual's per diem rate.

C. Professional Leave

The Board shall reimburse any teacher for all reasonable costs that may be incurred by a teacher while on professional leave granted by the Board. Reasonable costs is defined as those costs requested by the teacher and approved by the superintendent prior to the professional leave. Upon request by the administration, teachers shall submit written reports on their experiences at conferences and workshops to their principals within five (5) workdays. Athletic coaches' clinics will remain as stated in the athletic handbook.

D. Unpaid Leave

1. A teacher, upon written request, will be considered for an unpaid leave of absence.
2. Applications for leave shall state, in writing, the date the leave is to begin and the date the teacher will return to service, and the reasons for the request. The request should be made at least seventy-five (75) days in advance of the anticipated beginning date of the leave.
3. Sick leave and seniority shall not accrue during an unpaid leave of absence. Teachers on an unpaid leave of absence shall be allowed to continue (provided it is available from the carrier) in the Board provided insurance plans by paying 100% of the total premiums to the treasurer on or before the first of each month.
4. At the expiration of the Board approved unpaid leave, the teacher shall be granted the position held prior to the leave, provided the return date is during the same school year the leave began. If the return date is not during the same school year, the teacher shall be placed in a position for which the teacher holds valid certification/licensure.

E. Short Term Unpaid Leaves of Absence

1. Teachers may be granted an unpaid leave of absence for a period not to exceed five (5) working days during a school year.
2. Teachers granted said leave shall be docked at their per diem rate for each day of approved leave and said docking shall be reflected in the next regular pay period following return from said leave.
3. Teachers shall normally apply for said leave as soon as possible but no less than two (2) weeks prior to the planned commencement of the leave. Exceptions to this limit may be granted by the superintendent based upon individual unique considerations.

4. The superintendent shall respond to any request for said leave as soon as possible.

PERSONAL LEAVE FORM

Employee \_\_\_\_\_ Building \_\_\_\_\_

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

I hereby notify the superintendent of my request to use personal leave on the following date(s)

\_\_\_\_\_

Per Article VII, Section B, of the collective bargaining agreement, personal leave shall be used for conducting personal business which cannot be conducted at any other time, including the following:

- Legal transactions;
- Court summons;
- Internal Revenue Service review;
- Attendance at ceremony honoring self or family (such as graduations, distinguished awards, public recognitions);
- Religious holiday;
- Business at college or university;
- Death not covered by sick leave;
- Wedding;
- Travel restrictions (inability to travel beyond one's control); or
- Emergency.

The first three (3) bargaining unit members who apply for personal leave for a given day, in order of receipt by the building secretary, shall be granted. Additional employees may be granted leave at the discretion of the superintendent in the case of emergency or other unforeseen circumstances. Such employees may be required to disclose the reason for the leave.

I understand that personal leave is not to be used to seek other employment, to be employed outside the school district, for sick leave, to take vacations or accompany spouse on business trips, or to extend school holidays or scheduled breaks.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Principal's Signature

\_\_\_\_\_  
Date

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Date \_\_\_\_\_

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

## ARTICLE VIII - REDUCTION IN FORCE

- A. A reduction in staff may occur under ORC 3319.17 or for financial reasons.
- B. If the Board determines it necessary to reduce the number of teachers under RIF, the following procedures shall apply:
  - 1. Reductions shall be made by suspending contracts based upon the superintendent's recommendation. Those contracts to be suspended will be chosen as follows:
    - a. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Teachers serving under continuing contracts will be placed at the top of the list, in descending order of seniority.
    - b. Seniority will be defined as the length of continuous service as a teacher under limited or continuing contract in this district.
      - 1) Board approved leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
      - 2) If two or more teachers have the same length of continuous service, seniority will be determined by:
        - a) the date of the Board meeting at which the teacher was hired, and then by;
        - b) the date the teacher signed his initial employment contract in the district, and then by;
        - c) the date on which the teacher submitted a completed job application;
        - d) any remaining ties will be broken by a flip of a coin.
    - c. Recommended reductions in a teaching field will first be made by attrition and then by selecting the lowest person on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field. A teacher who is so affected may elect to displace a teacher who holds a lower position on a seniority list for another area of certification/licensure, if the affected teacher has significant teaching experience in that area and/or has taken recent course work in that field.

2. The names of teachers whose contracts are suspended in a reduction in force will be placed on a recall list for up to 24 months from the following rights:
  - a. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated/licensed, or will become certificated/licensed by the starting date for the vacancy.
  - b. If a vacancy occurs, the Board will send a certified announcement to the first known address of all teachers on the recall list who are qualified according to these provisions. It is the teacher's responsibility to keep the Board informed of his/her current address. All teachers are required to respond in person or by certified letter to the district office within seven calendar days upon receipt of the announcement. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within seven calendar days, or who declines to accept the position, will forfeit all recall rights.
  - c. A teacher 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 enjoyed at the time of the layoff.
3. The parties agree that these procedures apply only to the suspension of contracts. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

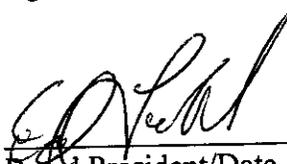
## ARTICLE IX - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- A. The Local Professional Development Committee (LPDC) shall be comprised of five members. Three members will be teachers chosen by the CTA and the other two will be appointed by the superintendent. The superintendent's appointees will include a building principal, himself/herself, and/or one other licensed/certificated educator.
- B. The initial Committee shall serve for two years and be responsible for establishing bylaws, guidelines, and procedures for the successful implementation of the Centerburg Local School District Professional Development Committee. Thereafter, a rotation of the teacher members and the administrators shall begin as determined by LPDC Bylaws.
- C. The LPDC shall be funded at \$4,000.00 per school year for stipends. The individual amounts of the stipend shall be determined by the LPDC.
- D. By April 30, 2000, the Committee shall submit a status report to the superintendent and to the CTA Executive Committee detailing the total implementation of the LPDC.
- E. Each Committee member shall be granted up to three days' release time per year for appropriate LPDC training.
- F. The Association, pursuant to its constitution, shall determine method(s) of recalling or replacing LPDC teacher members.
- G. The superintendent shall determine the recall and replacement of the superintendent's appointees.

ARTICLE X - IMPLEMENTATION AND DURATION

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- A. This Agreement shall be effective as of August 1, 2011, and shall continue in full force and effect through July 31, 2014. Notice for negotiations of the successor Agreement shall be pursuant to Article I - Recognition Agreement.
- B. This Contract contains the full and complete agreement between the Board and the Association and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered in this Contract or not, except as otherwise noted.
- C. Provisions of this Agreement shall supersede and take precedence over previous related Board policy or procedure. All prior negotiated agreements between the parties not contained in the Agreement are null and void.
- D. There shall be no work slow downs or work stoppages during the life of this Agreement.

  
5/9/2011  
Board President/Date

  
5/10/2011  
CTA President/Date