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STATE EMPLOYMENT  
RELATIONS BOARD

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COLDWATER EXEMPTED VILLAGE SCHOOLS  
310 NORTH SECOND STREET  
COLDWATER, OHIO 45828

K27327

**MASTER CONTRACT**

**COLDWATER EXEMPTED VILLAGE SCHOOL  
DISTRICT BOARD OF EDUCATION**

**AND**

**COLDWATER TEACHER'S ORGANIZATION**

**JULY 1, 2011 – JUNE 30, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	NEGOTIATIONS	
	Section A. Agreement .....	1
	I. Recognition	
	II. Duration of Contract	
	III. Signatories	
	Section B. Definitions .....	2
	Section C. Severability .....	3
	Section D. Board Rights .....	3
	Section E. Association Rights .....	4
	Section F. Fair Share Fee .....	5
	Section G. Negotiations Procedure .....	6
	I. Negotiating Teams	
	II. Submission of Issues	
	III. Negotiating Meetings	
	IV. Caucus .....	7
	V. Exchange of Information	
	VI. News Releases	
	VII. Period of Negotiations	
	VIII. Reaching Agreement	
	IX. Alternate Dispute Resolution	
	X. Implementation .....	8
II	TEACHING CONDITIONS	
	Section A. Teacher Responsibilities .....	9
	I. Student Discipline	
	II. Parent Conferences	
	III. Property Management	
	IV. Professional Growth	
	V. Report Preparation	
	VI. Instruction and Special Services	
	VII. Program Standards .....	10
	VIII. Teacher Handbook	
	IX. Teacher Day	
	X. Lunch .....	11
	XI. Early Departure	
	XII. Criticism	
	XIII. Classroom Management	
	XIV. Task Commitment	
	Section B. Teacher Contracts .....	12
	Section C. Contract Renewal, Fair Dismissal, Suspension & Termination .....	13
	I. Termination of Contract	
	II. Suspension Pending Termination	
	Section D. Evaluation .....	13
	I. Purpose	
	II. Procedures	

III.	Observations .....	15
IV.	Identification of Deficiencies	
V.	Finalization of Evaluation .....	16
VI.	Due Process	
Section E.	Reduction in Force .....	17
Section F.	Protection of Teachers .....	19
I.	Assault Leave	
II.	Personnel Files .....	20
III.	Complaint Procedure	
Section G.	Transfers, Assignment and Reassignment.....	21
I.	Rationale	
II.	Assignment	
III.	Voluntary Transfers or Re-Assignment .....	22
IV.	Involuntary Transfer and/or Re-Assignment .....	23
Section H.	Vacancies .....	23
Section I.	Substitute Teachers .....	24
Section J.	Instructional Standards .....	24
Section K.	In-service & Teacher Work Days .....	25
I.	School Calendar	
Section L.	Teachers Non-Resident Children Attending Coldwater Schools .....	26
Section M.	Internet Use Policy.....	26
Section N.	Continuous Improvement Leadership .....	26
Section O.	Mentor Program/New Employee .....	27

### III SALARY SCHEDULE & COMPENSATIONS

Section A.	Salary Schedule Conditions.....	27
Section B.	Placement on MS+15 and MS+30.....	29
Section C.	Supplemental Salary Schedule Conditions .....	29
Section D.	Pay Periods and Deductions.....	30
Section E.	Tuition Reimbursement .....	30

### IV LEAVE PROVISIONS

Section A.	Sick Leave .....	32
Section B.	Unpaid Leave of Absence .....	34
I.	Family Leave	
II.	Unpaid Leave of Absence	
Section C.	Personal Leave .....	35
Section D.	Attendance of Professional Meetings and Conferences.....	36
I.	General	
II.	Application Procedure	
III.	Guidelines for Approval of Professional Leave Requests	
IV.	Criteria	
V.	Criteria for Reimbursement of Expenses	
VI.	Reimbursement to be Paid	
Section E.	Sabbatical Leave .....	39
Section F.	Military Leave .....	39

	Section G.	Jury Duty .....	40
	Section H.	Association Leave .....	40
	Section I.	Sick Leave Bank.....	40
V	FRINGE BENEFITS		
	Section A.	Workmen's Compensation .....	41
	Section B.	Faculty Facilities.....	41
	Section C.	Health Insurance.....	41
	Section D.	Prescription Drug Insurance .....	42
	Section E.	Group Term Life Insurance.....	43
	Section F.	Dental Insurance .....	43
	Section G.	Severance .....	43
VI	GRIEVANCE PROCEDURE..... 43		
	I.	Definitions	
	II.	Step One	
	III.	Step Two	
	IV.	Step Three	
	V.	Step Four	
		Request for Arbitration	
		Selection of the Arbitrator	
		Determination of Arbitrability	
		Authority of the Arbitrator	
		The Arbitrator's Decision -- Cost of Arbitration	
VII	CHRONIC/COMMUNICABLE DISEASE POLICY..... 47		
	2011-2013 SALARY SCHEDULE..... 50		
	2009-2011 SUPPLEMENTAL SALARY SCHEDULE..... 51-52		
	Professional Meetings/Conferences		
		Application/Reimbursement Form .....	53
		Tuition Reimbursement Form .....	54
		Observation/Evaluation Forms.....	55
	Appendix A1 – Pre-Observation Interview Schedule		
	Appendix A2a – Observation/Evaluation Form - Domain 2		
	Appendix A2b – Observation/Evaluation Form - Domain 3		
	Appendix A3 – Administrative Concern & Remediation Plan		
	Appendix A4a – Observation/Evaluation Form - Domain 1		
	Appendix A4b – Observation/Evaluation Form - Domain 4		
	Appendix A5 – Performance Responsibilities		
	Characteristics of the Track II Process		
	GRIEVANCE FORM A .....		64
	GRIEVANCE FORM B .....		65

**ARTICLE I - NEGOTIATIONS**

**SECTION A. AGREEMENT**

**I. RECOGNITION**

- A. The Coldwater Exempted Village Board of Education recognizes the Coldwater Teachers Organization, an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining agent for all members of the bargaining unit in the Coldwater Exempted Village School District.
  
- B. For purposes of this agreement, bargaining unit means all certificated employees of the Coldwater Exempted Village School District serving under regular daily assignment teaching contracts excluding supervisory and management employees as defined in ORC 4117.01(F) and excluding the Technologies Director, Technologies Systems Manager, the School Psychologist and Student Services Supervisor and substitute teachers.

All matters pertaining to wages, hours, or terms and conditions of employment and the continuation, modification, or deletion of an existing provision of this agreement are subject to collective bargaining between the Coldwater Teachers Organization and the Coldwater Exempted Village Board of Education.

- C. A district liaison committee shall be formed with the focus of solving problems:
  - 1. The committee will consist of administrative representatives to include the superintendent, treasurer, and one designee, and CTO representatives including the CTO President and two other designees that insure representation from the elementary, junior high, and high school;
  - 2. The liaison committee will receive annual training;
  - 3. The liaison committee will establish a yearly meeting schedule at the first meeting to be held on the first workday of the school year.

This committee needs to continue and be utilized throughout the master contract.

**II. DURATION OF CONTRACT**

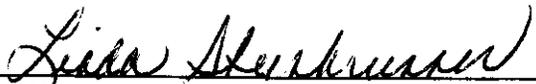
This contract shall be effective at 12:01 a.m. on July 1, 2011, and shall remain in full force and effect through midnight June 30, 2014. A contract re-opener is in place for this negotiated agreement for the 2013-2014 school year for wages and insurance benefits only.

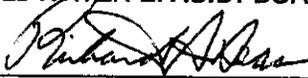
**III. SIGNATORIES**

  
\_\_\_\_\_  
PRESIDENT  
COLDWATER TEACHERS ORGANIZATION

  
\_\_\_\_\_  
TEAM MEMBER

DATE 5/26/11

  
\_\_\_\_\_  
PRESIDENT  
COLDWATER E.V.S.D. BOARD OF EDUCATION

  
\_\_\_\_\_  
SUPERINTENDENT

DATE 5/24/11

## **SECTION B. DEFINITIONS**

1. Organization means the Coldwater Teachers Organization and its affiliated organization, which is the exclusive bargaining agent for the bargaining unit.
2. Board means the Board of Education of the School District of Coldwater that is a party to this Agreement.
3. Immediate Supervisor means the supervisor to whom the employee (teacher) directly reports.
4. Employee - refers to bargaining unit member.
5. Employer - Coldwater Exempted Village Board of Education.
6. Day - Calendar day except when otherwise indicated in this Agreement.
- 7a. Full-time - an employee who is employed to perform a full day's work as defined by this contract for a minimum of 120 full-time days or more in a work year.
- 7b. Part-time - All teachers shall be considered part of the bargaining unit, both part-time and full-time employees. Full-time teachers shall be those who are responsible for working a normal teaching day.
8. Teacher - All teachers shall be considered part of the bargaining unit, both full and part-time.
9. Full-time teachers - Full-time teachers shall be those who are responsible for working a normal teaching day.
10. Part-time teachers shall be those who teach a fraction of the normal teaching day. Part-time teachers are to have all the rights and responsibilities of full-time teachers.
  - a. All part-time teachers are to be under contract and placed on the salary schedule, pro-rated according to the fraction of the day that they are employed.
  - b. All part-time teachers are to be given training and experience credit.
    - (1) Pro-rated according to time worked.
    - (2) Part-time staff members will be given pro-rated conference time and lunch time in proportion to time spent in classroom (e.g.: Conference time 45 minutes - Lunch time 30 minutes, for a total of 75 minutes. Teacher is assigned two 45 minute periods for a total 90 minutes of a 420 minute day, or a .214 teaching day. Credit of 16 minutes or .04 would be added for pro-rated conference and lunch time giving a total pro-rated time of .254 day.)

- (3) Part-time staff members will be required to acquire in-service credit on a pro-rated basis.

c. Part-time teachers are to receive:

- (1) Pro-rated medical, dental, and prescription drug insurance, board paid benefit, according to pro-rated calculation in B.-10.-b.-(2).
- (2) Full board paid Life Insurance
- (3) Sick Leave
- (4) Personal Leave
- (5) Maximum Contract - One Year Limited
- (6) All other rights and responsibilities of a full time teacher, except those exclusions previously stated.

### **SECTION C. SEVERABILITY**

If any Article or Section of this Agreement or any application of any Article or Section of this Agreement should be held invalid or illegal by any court or agency of competent jurisdiction, the remainder of this Agreement or the remaining applications of such Article or Section shall not be affected thereby.

In the event that any Article or Section of this Agreement is held invalid or illegal by any court or agency of competent jurisdiction, and upon request of the Board or the C.T.O., the parties shall meet at mutually agreeable times and places to collectively bargain for the limited purpose of arriving at a mutually satisfactory replacement for such Article or Section.

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, it is agreed that during the term of this Agreement, neither the C.T.O. nor the Board of Education shall be required to negotiate on any matter except by written mutual consent or as required by Section A of this Article.

### **SECTION D. BOARD RIGHTS**

The Board of Education retains all rights to manage, direct and control its business and to make any and all rules, regulations, and policies necessary to maintain the orderly and efficient operation of the school system, except as limited by the specific written terms of the collective bargaining agreement.

Specifically, the administration and the Board of Education retain the following management rights given them by the Ohio Revised Code, Section 4117.08:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure

2. Direct, supervise, evaluate, or hire employees
3. Maintain and improve the efficiency and effectiveness of governmental operations
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees
6. Determine the adequacy of the work force
7. Determine the overall mission of the employer as a unit of government
8. Effectively manage the work force
9. Take action to carry out the mission of the public employer as a governmental unit

#### **SECTION E. ASSOCIATION RIGHTS**

1. The Board agrees that every teacher employed by the Board shall have the right to join or not to join the United Education Profession.
2. The teachers shall have the right to invoke the assistance of the United Education Profession.
3. The C.T.O. may use the school buildings for professional meetings subject to the same rules and regulations governing the use of the buildings by other organizations.
4. The C.T.O. may use bulletin boards designated for their use in each teachers' lounge.
5. Inter-building mail service may be used by the C.T.O. as long as regular business is not preempted.
6. Equipment may be used by the C.T.O. after or before school hours only. The C.T.O. will purchase its own materials and be responsible for any equipment used.
7. The President of the C.T.O. shall be given the agenda of regular and/or special board meetings when the board members receive it. A copy of the approved minutes will be made available to the President of the C.T.O. upon payment of the established fee for reproduction.

## **SECTION F. FAIR SHARE FEE**

The Coldwater Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Education Profession from the pay of all bargaining unit members who elect not to become members of the United Education Profession or who elect not to remain members.

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off 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 membership dues less the amount previously paid through payroll deduction.

Payroll deduction of such fee shall not commence until the first regular pay in January and shall continue through the same period of regular deduction of Association Dues.

Payroll deduction of such fair share fees shall begin at the same payroll period as dues deductions are begun for members of the United Education Profession except that no deductions shall be made for newly-hired bargaining unit members until the second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members.

Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a ten (10) day written notice for any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- b. The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may designate its own counsel at its own expense to assist in the defense. The Board may at any time elect to waive the right of indemnification and provide its own defense.

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action
- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

The above fair share fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

## **SECTION G. NEGOTIATIONS PROCEDURE**

### **I. NEGOTIATING TEAMS**

Representatives of the Board shall meet with designated representatives of the Organization to negotiate in "Good Faith". "Good Faith" requires that both parties recognize negotiations as a shared process, and requires that both parties be willing to react to each other's proposals. While no final agreement shall be executed without ratification by the Organization and approval of the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Each team shall not exceed four (4) representatives of their choosing.

By mutual agreement, the Board and the Organization may choose to use the IBB process.

### **II. SUBMISSION OF ISSUES**

Either the Coldwater Teachers Organization or the Board of Education may initiate negotiations by letter of submission forwarded to the other party no sooner than 120 days but at least 60 days prior to the expiration of this agreement.

### **III. NEGOTIATIONS MEETINGS**

An agreement will be reached by the representatives of the Board and representatives of the Organization within five (5) school days of the request as to the time and place of the first meeting which shall be held within fifteen (15) calendar days after the request has been submitted, unless both parties agree to an extension of time. All items proposed by the parties shall be submitted in writing to the representatives(s) of each other's team at the first meeting. No additional items shall be submitted by either party following the first meeting, unless mutually agreed by the parties. After an explanation of the items to be

negotiated, the negotiation teams shall set up an agenda for negotiations. Meetings shall be scheduled with the least interruption of the school schedules. If agreed to by the Board, members of the team may be released from school duties without loss of pay to attend meetings with the Board or their representatives. Negotiation meetings shall be in executive session unless mutually agreed to by both parties. Negotiation meetings shall not exceed three (3) hours. Until all negotiations meetings are completed, each meeting shall include a decision on an agreed time and place for the next meeting.

#### IV. CAUCUS

Upon request of either party, the negotiation meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

#### V. EXCHANGE OF INFORMATION

Prior to and during the period of negotiations the Board and the Organization agree to provide to each other, upon written request, all regularly and routinely prepared information concerning the issue(s) under consideration.

#### VI. NEWS RELEASES

Any media releases from either party shall include a copy sent to the spokesperson of the other party prior to publication.

#### VII. PERIOD OF NEGOTIATIONS

If after sixty (60) calendar days from the first negotiation's session agreement has not been reached on all items under negotiations, either party may call for the services of the Federal Mediation and Conciliation Service to assist in negotiations. If the State of Ohio creates a mediation service or bureau, the parties shall seek appointment of a mediator from the agency rather than from the FMCS. If either party calls for mediation involvement, the other party shall join in a joint request.

#### VIII. REACHING AGREEMENT

As tentative agreement is reached on each issue, it shall be noted and initialed by each party. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing as a tentative agreement and submitted to the Organization and the Board for approval. Following ratification by the Organization, and approval by the Board, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board.

#### IX. ALTERNATE DISPUTE RESOLUTION

1. In the event there are proposals that have not been resolved after discussion of all issues submitted for negotiations, either party may

declare impasse. Upon the declaration of impasse, all unresolved issues shall either be withdrawn by the person proposing or considered at impasse and submitted to mediation within 10 calendar days. If the parties are unable to agree on a mutually acceptable mediator within five (5) days from the receipt of the declaration of impasse, the Federal Mediation and Conciliation Service will be utilized, and mediation will conform to its rules and regulations.

2. Except by mutual consent, the selection and mediation process shall not extend for more than thirty (30) calendar days from the date of declaration of impasse. The parties shall be permitted to postpone or extend the mediation process by not more than fifteen (15) days and shall not extend beyond the expiration of this Agreement except by written agreement of the parties prior to such expiration. All such extensions shall be for a specified period of time.
3. The expenses of the mediator shall be shared equally by the parties.
4. Mediation may extend beyond the expiration date of the Contract only with the mutual consent of the parties.
5. The dispute resolution procedures contained herein shall supersede and replace the impasse procedures contained in Chapter 4117 and Section 4117.14 of the Ohio Revised Code.
6. If the impasse procedure set forth above has been completed and no agreement has been reached on the issues being negotiated and the contract has expired without an agreement being reached and the Association has given the Board a ten (10) day notice of its intent to strike, then in that event, the Association may exercise its right to strike.

#### X. IMPLEMENTATION

These procedures shall become part of this Agreement and shall remain in effect for the duration of this Agreement unless these procedures are extended by mutual consent.

Where sections of this agreement supersede state law, this negotiated agreement is intended to prevail.

## **ARTICLE II - TEACHING CONDITIONS**

### **SECTION A - TEACHER RESPONSIBILITIES**

#### **I. STUDENT DISCIPLINE**

Teachers shall exercise reasonable and mature judgment in controlling student behavior in their assigned activities and classes. Teachers are held responsible for the orderly department and advancement of their pupils and will be assisted in all proper, reasonable, and legal means to secure those ends.

#### **II. PARENT CONFERENCES**

Teachers shall be available for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that a better understanding or more cooperative support from home is required for the student's success in the program. Such arrangements shall be made by the parent and the teacher concerned at a mutually agreeable time.

#### **III. PROPERTY MANAGEMENT**

Teachers shall be responsible for all school apparatus and property entrusted to their charge. They shall report to the principal any wanton injury, which may be done to school property, of any kind or description, together with the name of the offender. Teachers are expected to learn to operate each piece of equipment they use.

#### **IV. PROFESSIONAL GROWTH**

Every teacher should attempt to keep abreast of new developments and trends in his teaching fields. Teachers are expected by the Board of Education to be constant students of the science and art of education and to enter into any plans for their professional development, whether they take the form of participation in professional organizations, reading circulars, extension classes, or a general in-service education program.

#### **V. REPORT PREPARATION**

Each teacher shall participate, as needed, in the preparation of reports required from teachers of the State Department of Education, and other governmental agencies.

#### **VI. INSTRUCTION AND SPECIAL SERVICES**

- A. Teachers shall assume the responsibility of instructing the pupils they are assigned. Teachers should use all aids available to them to assist the improvement of effectiveness of their instruction. Teachers should use the counseling and special services of the district to assist their instruction efforts.

- B. Before assignment of a student who receives special services into a homeroom, a consultation will be held with the building principal, special education teacher or tutor involved, and homeroom teacher involved to determine the least restrictive learning environment of the homeroom for that student.
- C. To the maximum extent possible, handicapped children including children in public and private institutions or other care facilities shall be educated with children who are not handicapped. Unless otherwise required by Individual Education Program (I.E.P.), the child will be educated in the school the child would attend if not handicapped. In making placement decisions to insure the successful integration of handicapped students into the regular mainstream within the C.E.V.S.D. the following procedures shall be implemented:
  - 1. At the time of admission of a Special Education student into a regular class in which he/she is mainstreamed, the regular classroom teacher will receive a copy of the child's I.E.P.
  - 2. Said I.E.P. should be used as a vehicle for successful integration. Questions dealing with the student and his/her I.E.P. should initially be addressed with the student's Special Education teacher. Further consultation may also require the utilization of the school psychologist.
  - 3. A placement team meeting to review the appropriateness of a student's I.E.P. can be organized at anytime, providing there are serious concerns regarding the student's placement. (This includes the integration into the regular mainstream.) The placement team consists of a Special Education Supervisor or Administrator, the student's special/regular teachers, the student's parent(s), and the student (when applicable).

VII. PROGRAM STANDARDS

The facilities, staff, and programs of the Coldwater Exempted Village School should be continually upgraded to meet or exceed state standards.

VIII. TEACHER HANDBOOK

At the beginning of each school year, each building principal shall provide the teachers within his building a handbook of information pertinent to that building.

IX. TEACHER DAY

The working day for full time teachers shall be seven (7) contiguous hours in length including a duty-free lunch period. Teachers in the district are expected to arrive at their buildings in sufficient time to perform their duties pursuant to the opening of school. Teachers are expected to remain in their teacher roles

after the close of school until such time as all prearranged conferences, parental meetings, committee meetings, and all duties of that particular day are fulfilled.

Nothing in the above shall be interpreted to mean that a teacher cannot voluntarily accept a non-contiguous teaching day.

X. LUNCH

Teachers shall be granted thirty (30) minutes uninterrupted duty-free time for lunch. Teachers are free to leave the building for that lunch period.

XI. EARLY DEPARTURE

Teachers whose college classes or travel time to classes require early departure from their school building may, upon approval of their principal, be permitted to leave immediately upon completion of classroom duties. Arrangements may be made upon request to the building principal for earlier departure.

XII. CRITICISM

Employees shall not be corrected or criticized in the presence of pupils or patrons during the school day and in the role as employee of Coldwater Exempted Village Schools.

XIII. CLASSROOM MANAGEMENT

Teachers shall be required to keep a general outline of class procedure, either by lesson plans or a classroom diary of activities so that principals may advise them, as well as substitute teachers, in regard to providing an effective instructional program.

XIV. TASK COMMITMENT

- A. Teachers shall devote themselves full time to their duties in the school during school hours.
- B. Teachers shall be required to keep their classes in an instructional session each day during school hours, and shall dismiss classes early only with administrative approval.
- C. Teachers shall give every assistance to pupils in their studies and shall keep records showing names and other pertinent information of all pupils enrolled in courses or grades under their supervision.
- D. Teachers shall make efforts to communicate with parents or guardians of the pupils via various means of home/school communications.

## **SECTION B. TEACHER CONTRACTS**

- I. Teacher contracts will be acted upon by the Board, for currently employed teachers, no later than April 30.
- II. Contracts issued to teachers will contain the following information:
  - A. Type of contract (Limited or Continuing). After the first year on a continuing contract, employee receives only a salary notice. Limited contracts will specify the year(s) in effect.
  - B. Annual compensation to be paid for the first year of the contract including the bi-weekly salary and number of pay periods.
  - C. Basis for determining compensation for the first year of the contract (i.e.: BA Degree, year(s) experience).
  - D. A statement that: instructional assignments will be consistent with the area(s) listed on teacher's teaching certificate and other job related duties during the school day may be assigned by the administration and may vary from building to building.
  - E. Signature of the employee, Board President, Treasurer and the date(s) of signing.
  - F. Number of contract days on the first year of the contract, and in the second year if established.
- III. Teachers having held tenure in other Ohio public school systems prior to entering the Coldwater Schools may qualify for tenure according to the provisions of the Ohio Revised Code.
- IV. Continuing Contract: A teacher shall be eligible for a continuing contract upon the completion of his/her first three year limited contract with the District and upon satisfying all requirements under state law for certification and or/licensure.

The provisions of the Section are intended to, and shall supersede and replace any conflicting provisions of Ohio Revised Code, Sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

- V. Contracts will be sent to teachers by May 10.
- VI. All teachers who are awarded limited contracts shall receive contracts in the following sequence:

First Contract – one year limited contract  
Second Contract – two year limited contract  
Third Contract – three year limited contract

For any teacher, the superintendent on one occasion in the teacher's career may recommend a one year limited contract to the board of education when the teacher is otherwise eligible for a multi-year limited contract. At the conclusion of this one year limited contract, the teacher must be non-renewed or offered a multi-year contract consistent with the sequence noted above.

## **SECTION C. CONTRACT RENEWAL, FAIR DISMISSAL, SUSPENSION & TERMINATION**

### **I. TERMINATION OF CONTRACT**

The termination of a contract during the term of such contract shall be only for those grounds as set forth in Section 3319.16, Ohio Revised Code. The procedures for termination of a contract shall be as prescribed by Section 3319.16.

The competency of a teacher shall be evidenced primarily by the formal evaluation of the teacher's professional performance by the appropriate administrative superior.

### **II. SUSPENSION PENDING TERMINATION**

A teacher suspended without pay pursuant to Section 3319.16, Ohio Revised Code, shall be paid his full salary for the period of suspension, if, after the hearing, the decision of the Board of Education is against termination.

## **SECTION D. EVALUATION**

### **I. PURPOSE**

- A. To assess an employee's work performance
- B. To help the employee and administrator achieve greater effectiveness in performance of the work assignment
- C. To constitute the basis for personnel decisions including continuing contract status, limited contract renewal, or contract non-renewal or termination

### **II. PROCEDURES**

#### **A. Evaluator**

Evaluation of an employee shall be conducted by the employee's immediate supervisor. In the event an employee performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor. The evaluator shall be designated as the evaluating supervisor. The evaluator shall not be a bargaining unit member. The supervisor must be

employed under a contract pursuant to ORC Section 3319.01 or 3319.02 and must hold at least one (1) of the following certificates: Superintendent, Principal, Supervisor, Assistant Superintendent, Assistant Principal, Educational Administrative Specialist.

B. Orientation

Not later than September 15 each year, or in the case of a new employee, within 15 days of the first day worked, each employee shall be notified in writing of the name of their evaluator.

An employee, newly employed, shall be notified by the evaluator of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.

C. Appraisal Procedures

Track I

First, second and third-year limited contract teachers will participate in the Track 1 Evaluation for the first three years of their employment.

The first observation is to be completed by December 15.

The pre-observation form (see Appendix A1 – Green sheet) must be submitted to the administrator on or before the scheduled observation. Notification of observation must be given at least three (3) school days prior to the observation.

The second observation is to be completed by March 15.

The pre-observation form (see Appendix A1 – Green Sheet) must be submitted to the administrator on or before the scheduled observation.

During observations, Domains 2 and 3 will be assessed by the administrator. (see Appendix A2 – Blue Sheets)

Additional classroom visitations may be scheduled at the request of the classroom teacher or at the discretion of the evaluator. (see Appendix A3 – Pink Sheet)

The planning sheets (see Appendix A4 – Yellow Sheets) for Domains 1 and 4 must be submitted, discussed and signed by the administrator before January 15.

The final assessment for all domains and review of job description is to be completed by April 1. (Appendix A5 – Brown Sheet)

Tenured and three-year contract teachers.

Teachers will be responsible for developing a minimum of one and a maximum of three professional performance goals that will include a description of relevant strategies and indicators of success for each goal. (see Appendix Lilac)

Goal planning may start as early as March 1 of the preceding year and must be submitted by October 1 of current school year.

Written notification of approval or disapproval by the evaluator must be given to the teacher by November 1.

The final conference will be held no later than April 1. Teacher will provide documentation of successful completion of goals at this time.

Teachers on a three-year contract will follow Track II each year for the first two years. An extension from the first year into the second year may be granted by the building administrator. In their third year they will follow Track I. (Standard Evaluation)

Tenured teachers will continue Track II thereafter unless teacher and administrator agree to use Track I.

D. A teacher, after having met the requirements of Article II, Section B, Part IV, will be appraised two times by his/her immediate administrator. If requested by the teacher a third appraisal will be granted to be performed by a different administrator.

E. Criteria for Evaluation

An employee shall be evaluated on criteria set forth in the Evaluation Instrument, pages 55-63.

### III. OBSERVATIONS

A. Schedule of Observation

Observations will be scheduled. Prior to the observation, the teacher and administrator-appraiser will hold a pre-observation conference during which time the appraiser and teacher shall discuss lesson planning, organization of the class and classroom, expected objectives to be observed, etc. All appraisals will be based on a minimum of two (2) observations.

B. An actual classroom observation should be of not less than one class period in duration.

C. This schedule of observations shall follow Ohio Revised Code.

### IV. IDENTIFICATION OF DEFICIENCIES

A. Appraisals resulting in identification of performance deficiencies shall be followed within seven (7) workdays by a conference between the evaluator and the employee in order for questions arising from the appraisal to be discussed. All of the evaluator's appraisals shall be compiled in writing. A copy of the written appraisal report shall be given to the employee at the post-appraisal conference.

The evaluator involved in the particular area of the employee's work shall submit a written plan for correction of the deficiencies (see Appendix 3 and/or 5). The plan shall include a reasonable time between appraisals to allow time for improvement in the areas of performance deficiency. If deficiencies are noted, Track I can apply. If deficiencies are noted, Track I can apply.

B. Other Deficiencies

Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal appraisal must be put in writing and provided to the employee within five (5) work days after the deficient performance occurs. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

V. FINALIZATION OF EVALUATION

Appraisal Conference

- A. A copy of the formal written appraisal report for the employee shall be given to the employee at the appraisal conference, which shall be held between the employee and the evaluator within ten (10) workdays of the last observation. The performance evaluation of an employee shall be based upon the observations of the employee's performance. The evaluator shall note all the data used to support the conclusions reached in the formal appraisal report. The appraisal report shall be signed by the evaluator. The appraisal report shall then be signed and returned within three (3) working days by the employee to verify notification that the appraisal will be placed on file. The employee's signature should not be construed as evidence that the employee agrees with the contents of the evaluation report. All written reports are considered confidential.
- B. Response to Evaluation: The employee shall have the right to make a written response to the evaluation and to have it attached to the appraisal report to be placed in the employee's personnel file. The employee shall retain a copy, signed by both parties.
- C. Personnel Action Requirements: If the evaluator or the superintendent decides to recommend contract non-renewal, contract termination, denial of continuing contract, or any other adverse personnel action, the employee shall be given the reasons in writing at least five (5) days prior to any official employer action. An employee shall be entitled to Association representation at any conference held during this procedure.

VI. DUE PROCESS

Only the procedural rights to observations, evaluation, post evaluation conference, and written evaluation report as set forth in the evaluation provisions of this article will be subject to the grievance procedure provided, however, that no grievance may be filed regarding an alleged violation of a procedural evaluation right unless the bargaining unit member aggrieved has first notified his/her evaluator of the alleged

procedural default and given the evaluator a reasonable opportunity to correct the default. Any such corrective measure taken will be substituted in the time and place of the initial evaluation activity giving rise to the grievance.

- VII. The provisions of this section are intended to and shall supersede the conflicting provisions of Ohio Revised Code section 3319.111 and the evaluation requirements of Ohio Revised Code section 3319.11.

## **SECTION E. REDUCTION-IN-FORCE**

- I. When it is necessary to reduce the certified staff because of decreased enrollment of pupils, suspension of schools, or territorial changes affecting the district, return to duty of teachers on leave, reduction or inadequacy of funds for current operations, and discontinuance of instructional programs, the following procedures shall apply.
- A. To the extent possible, the number of teachers affected by a reduction in force will be minimized by not employing replacement for employees who retire, resign, or whose limited contracts are not renewed for reasons other than reduction in force. Attrition alone may not be sufficient to accomplish necessary reductions.
- B. Reductions needed beyond those available by attrition will be made by suspending contracts. Those contracts to be suspended will be chosen as follows:
1. All teachers will be placed on a seniority list in each teaching field for which they are certified. Teachers on continuing contract will be deemed senior to all teachers on limited contract in each teaching field for which they are certified provided he or she has taught at least (120) days in the ten calendar years immediately preceding the reduction or shows evidence that an upgrading through further study in the second area of certification has taken place during the same ten year period, or will take place prior to the ensuing school year.
  2. Seniority is defined as the length of continuous service in the Coldwater School District as a full-time employee. Seniority will not be interrupted by authorized leaves of absence. Part-time service will be credited towards seniority in proportion to the time worked by periods taught. By way of example, an individual employed on a half-time basis for the entire school year shall receive a one-half year credit towards seniority. Further by way of example, an employee who taught five out of eight periods will get credit for 62% of a year for seniority purposes.
  3. Reductions in any area of certification will be made from the bottom of the seniority list for that area of certification. A teacher affected may elect to displace a less senior teacher in another area of certification,

provided he or she has taught in the second area of certification at least (120) days in the ten calendar years immediately preceding the reduction or shows evidence that an upgrading through further study in the second area of certification has taken place during the same ten year period, or will take place prior to the ensuing school year.

4. Factors other than seniority may be used to determine those affected by a reduction in force if it is clearly demonstrated by the Board that the use of such a factor is necessary to achieve a recognized educational goal that could not be met by strict adherence to seniority.
5. 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 the initial limited contract in the district;
  - c. The date on which the teacher submitted the first completed job application within the two year period preceding the effective date of the teacher's first teaching contract with the Board of Education, if the date is available;
  - d. If any ties remain after (a), (b), and (c), they will be broken by lot.

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

1. No new teachers will be employed by the Board while there are teachers on the recall list, who are certified for the vacancy and have either,
  - a. Taught for at least (120) days in the area of certification in which the vacancy exists during the three years preceding the reduction, or
  - b. Taken an academic refresher course in the area of certification during the period he/she was on the recall list.
2. Teachers on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated, provided they have either (a) taught in that area of certification for at least (120) days during the three years preceding the reduction, or (b) taken an academic refresher course in the area of certification during the period he/she was on the recall list.
3. If a vacancy occurs, the Board will send a certified announcement to the last 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 writing to the district office within fourteen calendar days. The most senior of those responding will be given the vacant position. Any teacher who fails to respond within fourteen calendar days, or who declines to accept the position, will forfeit all recall rights.

4. 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/she enjoyed at the time of layoff. Where group insurance policies permit, a teacher on the recall list who is unemployed and does not otherwise have group coverage available may continue to participate in those benefits which are provided to teachers in active employment provided the teacher pays the group rates for such benefits.
5. The reduction in force provision contained in this contract shall supersede and replace 3319.17 of the Ohio Revised Code and any other provisions of the Ohio Revised Code with which it is in conflict.

## **SECTION F. PROTECTION OF TEACHERS**

### **I. ASSAULT LEAVE**

The C.T.O. will continue to enforce the provisions of ORC 3313.66, and these provisions will be communicated to all staff members annually.

It is recognized that during the enforcement of rules and regulations unforeseen events may occur. Therefore, the following benefit is provided to staff members.

Any teacher who is absent due to physical disability resulting from an assault which occurs in the course of Board employment, shall remain on the payroll as a regular employee and shall receive all benefits as if on sick leave as hereinafter provided. The certificated employee shall apply for Worker's Compensation. On those days that Worker's Compensation benefits are paid, the Board shall pay to said employee the difference between the benefits received and the employees' regular salary. On those days that payment is made to the injured employee by the Bureau of Worker's Compensation, there shall be no deduction from the accumulated sick leave of the employee. Assault leave shall terminate at such time Worker's Compensation payments are terminated.

To take advantage of assault leave, the employee must furnish a signed statement on prescribed forms to justify the use of assault leave, and a statement from a licensed physician appointed by the Board of Education stating the nature and duration of disability. Falsification of employee statement is grounds for suspension or termination of employment under ORC 3319.16.

## II. PERSONNEL FILES

- A. All personnel records will be maintained in accordance with Ohio Revised Code chapter 1347, Personal Information Systems, Ohio Revised Code section 149.43.
- B. Personnel records of the professional staff shall be filed in the central office of the Coldwater Exempted Village School District, or in the Superintendent's Office, and shall include, but not be limited to, the following:
  - 1. Application for Employment, including references.
  - 2. Copy of the latest contract, properly signed.
  - 3. Copy of latest salary notice.
  - 4. Ohio Teaching certificate.
  - 5. Personal and professional data form.
  - 6. Transcript of college credits showing the official records of the degree granted, original or certified copy.
  - 7. Record of military service.
  - 8. Evaluation documents.
- C. Each teacher shall have the right to review his or her personnel file. A representative of the C.T.O. may, at the teacher's request, accompany the said member in such a review. Each teacher shall be notified in writing and shall have the opportunity to read and sign any material before it is placed in his or her personnel file. Each teacher shall acknowledge that he or she has read the material by affixing his or her signature and the date to the copy. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. The teacher shall have the right to reply, in writing, to any material contained in the file, and such reply shall be attached to the filed copy.
- D. Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record unless discipline results from the letter or material.
- E. A teacher shall be entitled to a copy at his or her expense of any material in his or her file.
- F. All personnel information shall be maintained with such accuracy, relevance, timeliness, and completeness as is necessary to assure fairness in any determination made with respect to the staff member on the basis of the information.

## III. COMPLAINT PROCEDURE

- A. Upon receipt of parent, citizen or peer concern relating to staff members, the appropriate administrator shall discuss the matter with the staff member. If it is determined that the complaint is unwarranted, no written documentation

of the complaint shall be included in the staff member's file. However, the document must be maintained in accordance with Ohio Revised Code Chapter 149.

- B. If the administrator deems it appropriate after receiving a written complaint, a conference shall be scheduled with the complainant at a time mutually agreed to by the parties. The administrator shall make a written report of such conference and provide one copy to the staff member and to the complainant.
- C. If the complainant is still not satisfied, the complainant may request a conference with the superintendent. If a conference is held, the superintendent shall make a report of said conference and provide a copy to the parties involved. Following the conference, the superintendent shall make a decision only after holding an independent conference with the staff member.
- D. If the complainant is not satisfied, the complainant may request a meeting with a majority of the board in executive session. No decision shall be made by the board following a complainant conference without an independent conference in executive session first being held with the staff member and the board's and the staff member's representative(s) if desired.
- E. No complaint shall be heard unless the appropriate procedures have been followed as described above.

## **SECTION G. TRANSFERS, ASSIGNMENT AND RE-ASSIGNMENT**

### **I. RATIONALE**

Although the Board and the C.T.O. recognize that frequent transfers and/or reassignments of a teacher from one school to another or assignment to another are disruptive of the educational process and interfere with optimum teacher performance, they also recognize that transfer and/or re-assignment of teachers may become necessary.

Final decisions on assignment rest with the Superintendent. Each teacher is entitled to a review conference with the Superintendent concerning final assignment.

When a reduction of the number of teachers in a school is necessary, all volunteers shall first be transferred if possible, after which, staff members will be reduced according to the reduction in force provision of this agreement.

### **II. ASSIGNMENT**

- A. Specific teaching assignments are made by the Superintendent. Teaching assignments are for one year only and may be changed by the Superintendent. Teachers shall not be assigned outside the scope of

their certification. Non-degree teachers shall not be employed by the Board unless permitted by State Board Standards or Ohio Revised Code.

- B. The Superintendent will provide each teacher with a written notice of his/her tentative instructional and building assignments on or before the close of the school year with the expressed understanding that assignments may be revised. Teachers shall be given in writing their definite daily schedule for the following year by August 1.

### III. VOLUNTARY TRANSFERS OR RE-ASSIGNMENT

- A. Regular staff members may request a change in position annually by letter to the Superintendent or by so indicating on the Intent Form distributed by the Superintendent. The Intent Form or letter must be received by the Superintendent by March 31. As teaching vacancies occur, staff members desiring to be considered may submit a letter requesting consideration for transfer to the vacant position within five (5) days after it is announced.

In acting on requests for voluntary transfer and/or re-assignment for vacant positions or newly created positions, the following criteria apply:

1. Individual Qualifications
  - a. Determined by present certification
  - b. Process of gaining certification
  - c. Experience in similar positions
  - d. Service to students during past experience in similar position and in other positions
  - e. Experience in working with students, administrators and parents in similar positions
2. Instructional Requirements
3. Staff Availability and Experience
4. Where the foregoing factors are substantially equal, the preference in re-assignment and/or transfer shall be given to the applicant with greater number of years in the system.
5. III, A, 1, c-e are to be based upon recent appraisals.
6. Staff balances in schools affected, utilizing staff members to maximum efficiency, retaining strength of each building's staff insofar as teaching performance and/or special programs apply, and compatibility of personnel.

- B. The denial of a request for a voluntary transfer or re-assignment shall be by written notification stating reasons for such denial. The denial of such a voluntary request shall show just cause. Any request that is denied,

not showing just cause shall be considered a grievable item. Just cause being defined as outlined in items 1 through 6 above.

#### IV. INVOLUNTARY TRANSFER AND/OR RE-ASSIGNMENT

A teacher shall be notified in writing on or before the last day of the school year of any intent to transfer and/or reassign him or her to a different position or location for the coming school year. The written notification of change shall include reasons for the transfer. The teacher may, at his or her option, request a meeting with the superintendent concerning the transfer and/or re-assignment and may have a representative of his or her choice at such meeting.

If transfer or re-assignment must be made after July 10, the superintendent or his designated representative shall make a reasonable attempt to establish a meeting with such teacher and shall provide reasons in writing for such transfer. If the teacher cannot be contacted for the purpose of such meeting, notice shall be given by certified mail to such teacher's last known address.

In acting on Involuntary Transfers and/or Re-Assignment the following criteria will apply:

1. Individual Qualifications
  - a. Determined by present certification
  - b. Process of gaining certification
  - c. Experience in similar positions
  - d. Service to students during past experience in similar position and in other positions
  - e. Experience in working with students, administrators and parents in similar positions
2. Instructional Requirements
3. Staff Availability and Experience
4. Where the foregoing factors are substantially equal, the preference in re-assignment and/or transfer shall be given to the applicant with greater number of years in the system.
5. III, A, 1, c-e are to be based upon recent appraisals.
6. Staff balances in schools affected, utilizing staff members to maximum efficiency, retaining strength of each building's staff insofar as teaching performance and/or special programs apply, and compatibility of personnel.

#### SECTION H. VACANCIES

- I. Notices of vacancies and new positions within the certificated staff will be made known to the employees through faculty email, on faculty bi-weekly paystubs and posted on the school website. A change in title or position for existing

staff where in reality an opening does not exist shall be exempt from notice requirement.

- II. In filling the vacancies, the Board agrees to give proper emphasis to the professional background and accomplishments of all applicants. Promotion will be made without regard to sex, color, race, creed, or martial status.

### **SECTION I. SUBSTITUTE TEACHERS**

- I. The Board will make every effort to maintain an adequate list of substitute teachers. Substitute teachers will be provided for all classroom and special teachers, with the exception of guidance, speech, therapy, and tutorial personnel. Substitute teachers should be fully certified and qualified for the area in which they are to teach. If a properly certified and qualified teacher is not available for the absent teacher's subject, any fully certified teacher shall be obtained.
- II. The regular teacher shall have completed all possible preparations to facilitate the work of the substitute including lesson plans, seating charts, and other pertinent details.
- III. Each building principal shall impart to his substitute teacher those rules, regulations, schedules, suggestions, and aids, which specifically apply to his building. The principal or other designated personnel shall assist the substitute in following the schedules and lesson plans of the regular teacher.

### **SECTION J. INSTRUCTIONAL STANDARDS**

- I. Every full time secondary certified and assigned personnel (9-12) will have a minimum of five (5) periods per week (200 minutes per week) for planning, conferences, professional study and lesson preparation. Full time elementary certified and assigned personnel (K-8) will have a minimum of 200 minutes per week. (Of that there will be a minimum of three (3) thirty (30) minute blocks during the normal teaching week for planning, conferences, professional study, and lesson preparation.)

The Board of Education may provide Physical Education, Art, Music, and Guidance personnel in the elementary grades (1-8).

When a teacher is requested to cover a class during said teacher's planning period, lunch period, or any non-assigned time (e.g.: before or after the normal teaching day) by a supervisor, that teacher shall be reimbursed at the rate of \$15.00 per hour. The reimbursement shall accrue in fifteen (15) minute segments to the nearest fifteen (15) minutes.

Due to revisions in daily teaching schedules, a situation may arise whereby a teacher has more time available for conference time than shown on the Daily Master Schedule. If this occurs, a building administrator may give notice the working day prior to reassignment that normal conference time is being changed to accommodate the revised schedule and that no compensation will be involved

provided the staff member has time elsewhere during the day for conference time.

A teacher working on a course of study or periodic revision of a specific subject area, including textbook selection, outside the normal school day shall be compensated at a rate of \$15.00 per hour after the initial five (5) hours of meeting. The reimbursement shall accrue in fifteen (15) minute segments, to the nearest fifteen minutes.

- II. The Board will attempt to keep a pupil/teacher ratio at a level consistent with or better than the state minimum standards. In block scheduled classes each student will be counted as one student per period. Whenever a classroom teacher's class size exceeds 25-1 full time equivalency in a self-contained situation daily or one-hundred fifty (150) students in a departmental situation daily as of the first full week in October and is brought to the attention of the superintendent by a building administrator or the teacher(s) involved, the situation will be investigated within ten (10) teaching days. It is realized that individualized scheduling may cause some minor inconsistencies in departmental classroom sizes, but a concerted effort will be made to keep departmental class-section sizes consistent throughout the day. These provisions are not applicable to performance groups such as band and chorus.

If the investigation affirms that a ratio has been exceeded, a plan will be made for corrective action within thirty (30) days and communicated to the teacher(s) affected, the building principal and the CTO. If the investigation affirms that a ratio has been exceeded and no changes in class size are made, a payment will be made at \$200 per semester for each student over 150. Payment will be made on the pay period prior to Christmas and summer breaks.

## **SECTION K. INSERVICE & TEACHER WORK DAYS**

### **I. SCHOOL CALENDAR**

The work year shall be one hundred and eighty-four (184) days in length.

The work year will consist of 180 student days, one (1) staff meeting and preparation day for the opening and one (1) staff meeting and preparation day for the closing of school with no more than three hours being for district and building meetings, and two for in-service days which shall be the day following the completion of the first and third quarters and shall not include more than three and one half hours per day for district and building level meetings. The remainder of the time shall be used for classroom assessments. One two-hour delay (the day following the completion of the second quarter/first semester) shall also be scheduled for completion of classroom assessments.

## **SECTION L. TEACHERS NON-RESIDENT CHILDREN ATTENDING COLDWATER SCHOOLS**

If the open enrollment policy is in place, natural or adopted children of Coldwater School employees must go through the open enrollment process. Natural children or adopted children of full-time employees shall be permitted to attend Coldwater Schools tuition-free provided there is space available for the child to attend Coldwater Schools and subject to the following conditions:

- A. No child shall be permitted to enter Coldwater Schools pursuant to this provision if they have been, or currently are, expelled from a public or private school in the State of Ohio.
- B. If a child enrolling pursuant to this provision requires special services, the parents of the child shall pay the full cost of the special services needed to educate the child to the extent the cost of said services exceeds the statutory tuition rate of the Board.

## **SECTION M. INTERNET USE POLICY**

In the event the Board wishes to change its Internet Use Policy in a way that affects bargaining unit members, the Board will initiate negotiations about the matter in accordance with the negotiations procedures contained in this agreement before implementing a change.

## **SECTION N. CONTINUOUS IMPROVEMENT LEADERSHIP TEAM**

A district-wide Continuous Improvement Planning Leadership Team (CIPLT) shall be established with the expressed purpose of initiating continuous improvement planning in the District. Activities, strategies, presentations and programs will be developed for the in-service days in each year and other Continuous Improvement Planning programs throughout the school year designed to generate the District Continuous Improvement Plan.

The planning coordinators shall be appointed by the Association President and the Superintendent. The CIPLT shall be composed of two teachers from each building (high school, middle school and elementary), and the two planning coordinators. All staff members shall be notified of the formation of CIPLT and be provided the opportunity to volunteer. The planning coordinators shall choose two members from each of the buildings from the list of volunteers. If there are not enough volunteers to fill the two positions for each of the buildings, then the planning coordinators may fill the vacancies. CIPLT meetings are open to all members of the CEVS staff.

All CIPLT members shall be paid \$75.00 per day for up to ten (10) additional days of work as determined by the committee. The initial meeting dates shall be established by the CIPLT at the first meeting and follow-up days scheduled as needed.

## **SECTION O. MENTOR PROGRAM/NEW EMPLOYEE**

- A. New employees shall receive an orientation to practices and procedures within the District in a meeting immediately preceding the opening of the school year. During this meeting, the employees shall receive the following materials:
1. insurance information and sign-up cards
  2. a copy of the Negotiated Agreement, a District Handbook, and Discipline Procedures and CTO President contact information
  3. pertinent building policies and student handbook
  4. other pertinent payroll information
  5. The CTO President or CTO designated representative will be granted a mutually agreed upon time during the orientation meeting to meet with all New Employees.

## **ARTICLE III - SALARY SCHEDULE & COMPENSATIONS**

### **SECTION A. SALARY SCHEDULE CONDITIONS ORC 3317.13**

- I. To be eligible for increased salary for additional training to begin with the first pay of a new school year, a teacher must file official transcripts for additional hours, and if advanced degree, must show degree earned before September 14, and before January 15 for second semester pay increase. Only training for which an accredited and official transcript of credit is available is acceptable for additional salary. Official transcripts received during a semester will allow for retroactive payment.
- II. When salary schedule misplacement occurs, the following procedures will be implemented:
  - A. In the event of an overpayment to a staff member, the overpaid amount will be paid back to the District over the same period during which the overpayment occurred, or paid back to the District in less time if the employee requests to do so;
  - B. In the event of an underpayment to a staff member, the underpaid amount will be paid back to the employee within thirty (30) days of discovery and verification of the error.

Staff members are encouraged to annually review their personnel file contents and validate their current salary placement with the treasurer no later than the last teacher workday.

- III. One hundred twenty (120) full time days under contract in a public school system in a school year will be recognized as a year of experience on the schedule.

- IV. Experience from other public schools and chartered non-public (Ohio only) will be limited to fifteen (15) years including military service.
- V. The Board of Education reserves the right to go beyond the salary schedule for extra assignment and specialization.
  - A. The Board of Education will use the following guidelines to assist with deciding placement of non-degree teachers in specialized areas on the salary schedule:
    - 1. Years of service credit in business/industry or area of specialization will be granted by using two (2) years of work experience as equivalent to (1) year of teaching experience credit on the salary schedule for vocational teachers only.
    - 2. When efforts to locate an acceptable, qualified teaching candidate are exhausted, the Superintendent may place the candidate on the salary schedule commensurate with present earnings upon verification of wages in private industry.
- VI. Coaches and other activity advisors are paid extra for services rendered after the school day, on weekends, and during the summer.
- VIII. Teacher-building heads will receive schedule plus other consideration for extra time and responsibilities.
- IX. **HIRING RETIRED TEACHERS**
  - 1. For initial placement purposes on the salary schedule the employee will be placed at Step 0 – BA/BS with the further understanding that in no event will the employee move forward from that placement on the salary schedule.
  - 2. The employee will receive a one year limited contract of employment. If re-employed for the next year, the employee would be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or multi-year contract.
  - 3. The employee will be automatically non-renewed at the end of each school year.
  - 4. Upon employment, the employee will be credited with zero (0) years of seniority and will not thereafter accrue seniority.
  - 5. The employee has the option to purchase (at district cost) selected health, drug, dental, and life insurance fringe benefits offered under the negotiated agreement.
  - 6. The employee will be entitled to all other benefits provided by the Collective Bargaining Agreement.
  - 7. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in the Agreement or in any part of the Ohio Revised Code.

## **SECTION B. PLACEMENT ON MS+15 AND MS+30**

- I. To be considered for placement on the MS+15 and MS+30 columns of the base salary schedule, the following criteria must be met:
  - A. Approval of all course work by the superintendent in advance of enrollment.
  - B. The superintendent may request before starting course work that a conference be held to:
    1. Evaluate transcript(s) of course work completed.
    2. Evaluate proposed work to be completed.
- II. To be considered for placement, the following criteria shall apply before course work will be approved:
  - A. All semester hours must be in the teacher's area of assignment and/or in general education courses applicable to all teaching areas, with the following exceptions (unless waived by the superintendent).
    1. Not more than 1/3 of the total semester hours in General Education.
    2. Not more than 1/2 of the total semester hours by Independent Study.
  - B. All semester hours must be taken after completion of the MS degree.
  - C. All semester hours must be graduate credit courses.
- III. Final review for placement on the MS+15 and/or MS+30 columns of the base salary schedule will be requested by a staff member through submission of a letter of request to the superintendent along with the following data:
  - A. Date of completion of MS.
  - B. Official transcript of completed course work.

## **SECTION C. SUPPLEMENTAL SALARY SCHEDULE CONDITIONS**

- I. The supplemental teacher's contract for extra-duty assignment for which additional compensation is granted shall be separate from and in addition to the regular teaching contract. The supplemental contract shall include:
  - A. Number of year(s) contract will be in force.
  - B. Specific assignment (i.e.: varsity high school football, girls' high school basketball, etc.)
  - C. Compensation, which will be paid.

- D. Number of payments of compensation.
- E. Period of employment, including beginning and ending dates.

II. CONDITIONS FOR EXPERIENCE

Recognized experience from other systems shall be credited for actual experience received, but shall not exceed actual experience in the position.

**SECTION D. PAY PERIODS AND DEDUCTIONS**

- I. Teachers shall be paid on the basis of 26 bi-weekly pays beginning the second Friday following the opening of school and continuing every two weeks thereafter. When the bi-weekly pay periods would result in more than 26 pays, staff will be notified of a pending three-week payroll lag which will occur after the last payroll of the contract.
- II. Teachers who choose shall be paid the balance of their pay due on June 16 or any regular pay day thereafter rather than continuing to receive the bi-weekly payment throughout the summer months if such teacher is resigning, retiring or has other valid reasons justifying such payment. A written request for total payment must be made to the Treasurer of the Board of Education at least two weeks prior to the pay day on which such total payment is expected.
- III. Teachers shall have the right to have membership dues deducted for the Coldwater Teachers Organization, Western Ohio Education Association, Ohio Education Association, and the National Education Association according to a plan agreed upon by the Board and the C.T.O. Each teacher shall indicate individually to the Treasurer by written assignment that they wish to have these deductions made. Deductions are to be prorated monthly.
- IV. Deductions for tax-sheltered annuities may be deducted from all pay periods of each month but not fewer than two. Enrollment period for tax sheltered annuity deductions can begin in any month upon one-month notice with properly certified enrollment form complete by an annuity specialist. The teacher assumes the responsibility of notifying the Treasurer in writing that a payroll deduction for tax-sheltered annuity is to be made.
- V. All employees are required to have their paychecks automatically deposited. Deposits may be made into separate accounts and the bank and/or accounts may be changed during the year on advanced notice and completion of necessary authorization forms.

## **SECTION E. TUITION REIMBURSEMENT**

- I. The Board of Education will appropriate annually an amount equal to 80% of the base salary on the teacher's salary schedule. One half the total amount is to be allocated from July 1 to December 31. Any unused balance plus the remaining allocation is to be applied January 1 to June 30. Once this amount is expended in any appropriation year (July 1-June 30), no reimbursement request will be approved.
- II. The Board of Education will reimburse staff members at the rate of \$125.00 per semester hour or \$93.75 per quarter hour up to a maximum of \$750.00 per year (September through August), upon meeting the following criteria.
  - A. Application
    1. Applicant will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during the time period for the course(s) will be reimbursed to the Board of Education by employee. This section does not apply to employees subject to reduction in force.
    2. Course work would be restricted to an educational area that would benefit the school system.
    3. Applicant will attest that no other compensation from any source is being received.
    4. The reimbursement rate does not exceed the actual tuition assessed by the college/university granting the credit.
    5. Course work is from an approved college and/or university.
    6. Course work is successfully completed.
  - B. Application Procedures
    1. An application will be filed and approved by the superintendent prior to enrolling in the course.
    2. Application will list course and tuition amount being requested.
    3. Upon approval by the superintendent, a purchase order will be issued.
  - C. Completion

Upon completion of the course work, the applicant will submit to the superintendent the following:

1. Proof that payment of tuition has been made by applicant.
  2. Official grade report or transcript indicating successful completion of the course(s).
  3. If Independent Study, a copy of the work completed for review by superintendent.
- D. Payment requests (grades) for tuition reimbursement must be submitted within eighteen (18) months from the beginning of the course. If the university grants an extension in writing for course completion, Coldwater EVSD will grant up to a maximum of twelve (12) months for grade submission.
- III. Allocation of amount available to staff members will be done as follows:
- A. Course reimbursements for the July-December reimbursement period will be reviewed by July 1, and course reimbursements for the January through June reimbursement period will be reviewed by January 1 by the superintendent.
  - B. Course reimbursement requests will be numbered according to date turned in to the central office, with all requests considered for up to the one class per employee until such time as half-year allocation of course reimbursement funds are exhausted.
  - C. If all requests are approved as turned in by July 1 or January 1, the remaining allocation will then be allocated to those reimbursement requests who have requested additional coursework until such time as the half-year allocation of course reimbursement funds are exhausted.

## **ARTICLE IV - LEAVE PROVISIONS**

### **SECTION A. SICK LEAVE**

- I. Days of absence authorized under this provision shall be deducted from the unused sick leave accumulation. One and one-fourth days of sick leave shall be granted full time teaching employees for each completed month of service, up to fifteen (15) days per year. (Sick Leave record will be maintained to reflect the total unused accumulation.) The allowable unused accumulation of Sick Leave that can be used for the purposes stated in this provision will be 325 days. However, employees newly hired by the district on and after July 1, 1998, shall be entitled to accumulate a maximum of 215 days of sick leave.
- II. Upon employment, a teacher from outside the Coldwater Exempted Village School System will be given credit for no more than 120 accumulative sick leave days. Thereafter unused sick leave will accumulate to the maximum allowable by the terms of this agreement. This provision is intended to supersede the conflicting provisions of Ohio Revised Code section 3319.141.

- III. Should an employee have absences due to illness of more than the total accumulated sick leave of such employee, the employee will be granted an advancement of sick leave to a maximum of ten days if requested. If the employee would resign, be placed on leave of absence or become deceased before this advancement of sick leave has been earned back, such unearned sick leave shall be deducted from adjusted final pay or a claim shall be made against the employee or his estate.
- IV. Sick leave shall be available to a school employee for absence due to personal illness, injury, medical appointment, illness or injury associated with pregnancy, exposure to a contagious disease, and for illness/injury in the employee's immediate family. Immediate family is defined as employee's spouse, child(ren), parents and spouse's parents, daughter-in-law, son-in-law, or member of employee's immediate household (as established by permanent residence).
- V. For purposes of absence due to death in the employee's immediate family for which the total sick leave allowable will be contingent upon the employee's individual situation, immediate family shall be defined to include: children (biological, foster, adopted, step), spouse, parents (maternal, paternal, step), brothers, sisters, step brothers, step sisters, aunts, uncles, nieces, nephews, grandparents, grandchildren, mother-in-law, father-in-law, sisters-in-law, brothers-in-law, and other persons who reside in the employee's household. In case of death of other persons, a request for sick leave usage may be granted a maximum of five (5) days funeral leave from their sick leave by the Superintendent. Such request for sick leave usage shall not be unreasonably denied nor shall the decision of the Superintendent be arbitrary or capricious.
- VI. Sick leave notification forms must be completed for any day or portion thereof (in one-quarter day increments; i.e.  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$  or full day). Any portion of a day missed will be rounded to the next highest quarter of a day.
- VII. If an "Emergency Day" or holiday is called by the Superintendent on which the schools are closed during a sick leave period, the teacher will not be charged with a sick leave day.
- VIII. Any teacher whose personal illness extends beyond the termination of his accumulated sick leave, at his written request, shall be granted a leave of absence without pay for the duration of such illness, but not to exceed two years. Section 3319.13 of the Revised Code shall prevail.
- IX. Employees are to be notified of their cumulative sick leave at the time new contracts are issued or salary notices are issued.
- X. Sick leave shall be available for purposes of medical appointment, illness or injury due to pregnancy and childbirth. Following childbirth, an employee shall be granted up to six (6) weeks for a vaginal delivery, or a total of up to eight (8) weeks if the physician submits written documentation that an additional two weeks is needed beyond the original six-week maternity leave. An employee shall be granted up to eight (8) weeks for a caesarian delivery, or a total of up to

ten (10) weeks if the physician submits written documentation that an additional two weeks is needed beyond the original eight weeks maternity leave.

In the event of adoption, the adoptive parent may use up to six weeks accumulated sick leave.

- XI. If the Board suspects that an employee is abusing sick leave or using the leave for an unapproved reason, the Board may require that the employee provide written medical certification from a treating physician that the employee was unable to perform his/her duties due to the illness or injury.

## **SECTION B. UNPAID LEAVE OF ABSENCE**

### **I. FAMILY LEAVE**

- A. The Board of Education will provide the provisions of the Family and Medical Leave Act (FMLA) of 1993 to all members of the Bargaining Unit.
- B. The use of the FMLA will not be counted against any other existing leave within the Master Agreement.

### **II. UNPAID LEAVE OF ABSENCE**

#### **A. Definition**

An unpaid leave of absence shall be defined as a Board of Education approved absence from work during which time no salary, wage, or board paid (including partially board paid) fringe benefits will be made.

#### **B. Contract**

The individual employment contract of an employee on an unpaid leave of absence shall continue to run during the period of such leave, and therefore shall be subject to renewal or suspension as otherwise provided by law.

#### **C. Requests**

1. All requests for unpaid leaves of absence must be submitted, in writing to the superintendent. The request shall include the purpose and the proposed starting and ending dates of leave.
2. Requests shall be submitted as far in advance of the requested leave date as possible. An unreasonably or unnecessarily brief notification, in the sole judgment of the superintendent, shall constitute sufficient reason to deny the request.

3. All requests will be acted upon by the Board of Education at its next regular scheduled meeting after request is received by the superintendent.

D. Employee Illness or Disability

An unpaid leave of absence requested for the purpose of the employee's illness or disability shall be granted for a period not to exceed two (2) years.

E. Benefits

An employee may continue to participate in district group insurance programs only if he/she is willing to assume the full cost of the coverage. Such payments shall be made, in advance, by the employee in the manner prescribed by the Treasurer's Office.

F. Abuse

Use of leave of absence for a purpose other than that stated in the approved leave request shall constitute grounds for termination of the employee's contract.

G. Leave Provisions

1. Time spent on approved leave of absence shall not be counted toward salary schedule increments or retirement.
2. Upon the expiration of the leave, the employee shall assume the contract status held at the time the leave was granted, including any modification of the status arising out of Section A.-II. above, but not necessarily position previously held.

### **SECTION C. PERSONAL LEAVE**

An employee is entitled to four (4) personal days. Personal days shall be granted upon request without a reason required.

Granting of personal leave will be contingent upon the availability of substitutes and no more than 10% of a building staff on personal leave on any given day.

The above limitations do not apply to special situations approved by both the immediate supervisor and the superintendent.

Staff not using personal leave during a school year will be reimbursed \$50.00 (fifty dollars) per each unused full day, with reimbursement to be paid the first payroll in July.

Per prior agreements made before July 1, 2004, the provision to reimburse staff member at the time of severance for ½ day for each year no personal leave is used will be continued until calculations through June 30, 2004 are exhausted.

## **SECTION D. ATTENDANCE OF PROFESSIONAL MEETINGS AND CONFERENCES**

### **I. GENERAL**

The superintendent or his/her designee shall be responsible for excusing members to attend professional meetings and/or conferences. Upon final approval, the Treasurer of the Board of Education will reimburse for the amount of approved expenses.

Bargaining unit members excused from regular duty to attend professional meeting/conference shall receive full (regular) pay during the time of attendance.

The Board of Education will employ and pay the salary of a substitute for a bargaining unit member to attend a professional meeting/conference.

The Board will annually appropriate to the professional leave/conference fund, an amount equal to 45% of the then current BS-0 salary schedule. Any amount not expended from that fund established by the Board of Education in any year will be added to the amount appropriated the following year. At any time, the Auditor of the State has certified a cash flow deficit for the school district, and the district's plan for loan conditions has been accepted by the State Department of Education, the Board of Education will transfer any unencumbered amount in the fund to any other line item in its General Fund. In any given year, when the balance in the fund reaches -0-, no expenditures will be approved thereafter for that year.

Total amount will be allocated to each building on a percentage basis upon total count of bargaining unit staff per building.

### **II. APPLICATION PROCEDURES**

Bargaining unit members requesting professional leave must submit a written request for approval. Such request will include information and documentation concerning the reason for leave, the date of the leave, the estimated cost, the purpose of the leave, and the relationship of the meeting to the member's job assignment. Request forms may be obtained in any building office or the Central Office.

All applications for professional leave/conferences must be submitted at least ten (10) working days prior to the intended use of the professional leave. There will be provision on the application for principal signature. However, the decision for approval rests with the superintendent or his/her designee. Revised requests may be submitted for consideration.

Requests for professional leave approved or not approved will be returned to the applicant within five (5) working days after the application has been received by the superintendent or his/her designee. When an application for professional

leave/conference is denied, the reason for denial will be given to the applicant in writing.

### III. GUIDELINES FOR APPROVAL OF PROFESSIONAL LEAVE REQUESTS

- A. Professional leave/conference requests will not be authorized for in-service credit established by the Coldwater E.V.S.D.
- B. Professional leave/conference requests would normally not be approved for use immediately before or immediately after a vacation period.
- C. If the leave request is denied because of lack of funds, a staff member may, with approval, assume the expense of attending the meeting with the cost of the substitute only borne by the Board of Education.
- D. Each professional leave/conference request will be judged upon its individual merits, based on the premise established in the opening paragraphs of this article and the criteria established.
- E. All bargaining unit members will be given equal consideration for professional leave.

### IV. CRITERIA

In considering the individual applications of bargaining unit members, the superintendent or his/her designee shall utilize the following criteria:

- A. The possible value of the meeting, workshop, seminar, etc. in relation to its cost.
- B. The relationship of the meeting, workshop, conference seminar, etc. to the scope of the applicant's job responsibility.
- C. The availability of substitutes to maintain the school program.
- D. The bargaining unit member's professional affiliation with the sponsoring agency.
- E. The applicant's responsibility to the sponsoring organization. (Is he/she an officer of the organization and/or an active participant in the meeting?)
- F. The number of previous requests or use of professional conference trips in a given year. (Generally speaking, bargaining unit members who have not previously utilized such absences will be given preference over those who have been approved for meetings earlier in the year.)
- G. Over a four year period no bargaining unit member will be approved for a National/State conference, seminar, workshop (lasting more than one

working day) more than three times for a State level meeting and more than once for a National meeting.

- H. First preference annually will be given to bargaining unit members who are serving on the Curriculum Committee(s) whose course of study is up for adoption for attendance at subject area conferences, workshops, seminars, etc.
- I. The amount of funds appropriated in the professional meeting/conference account.
- J. The seniority of the bargaining unit member in the Coldwater Exempted Village School District.

V. CRITERIA FOR REIMBURSEMENT OF EXPENSES

- A. Prior approval for the use of professional leave and expenses must be granted.
- B. A request for reimbursement must be filed in accordance with the established procedures on the Application/Reimbursement Form. (Appendix)
- C. Request for reimbursement shall be submitted to the superintendent or his/her designee within five (5) working days of the bargaining unit member's return from professional leave.
- D. The bargaining unit member shall submit the approved leave request form, and all required receipts for expenses incurred.
- E. Receipts for hotel bills, motel bills, toll charges, plane or train fares, transportation, registration fees, and other approved expenses for the professional trip will accompany the account statement.

VI. REIMBURSEMENT TO BE PAID

The following guidelines shall prevail when determining the allowable reimbursement for professional leave.

- A. The participant shall receive his/her regular compensation for the day(s) excused for the purpose of using professional leave.
- B. The cost of substitutes will be paid from the district fund for approved absence for professional leave.
- C. All fees for registration materials, etc. will be considered reimbursement when included as part of the initial registration fees.
- D. Banquet/costs are reimbursable when the banquet/lunch/dinner is a regular part of the meeting or conference.

- E. All meals while in attendance at, and traveling to and from the conference, seminar, workshop, etc. are reimbursable to a maximum of thirty (\$30.00) per day.
- F. Transportation cost will be approved when applicable within the following guidelines:
  - 1. Mileage to and from the meeting based on the standard rate established by the Board of Education. (Normally, when two (2) or more representatives are attending the same meeting, only one (1) mileage allowance will be paid. Maximum travel allowance will be the lesser of air coach and per mile rate.)
  - 2. Toll charges, parking fees, etc. will be approved when applicable.
  - 3. When travel by plane is approved, the cost of coach fare only will be approved.
  - 4. Expenses incurred through the use of public conveyances (when private auto isn't available), taxis, and airport limousines as a result of travel to and from meetings and accommodations will be considered as refundable.
- G. Hotel or motel rate should be based on the normal range of cost in the area where the meeting is held. When possible, bargaining unit members will share accommodations to reduce costs. Requests shall be made by participant to receive the lowest rate of accommodation at the establishment of acceptable quality. Reimbursement will be paid on an actual cost of lodging. The participant shall be provided with lodging when the event is held at a location more than one hundred (100) miles away from the Coldwater city limits.
- H. Reimbursement will be at 100% of actual incurred expenses under guidelines of this professional leave provision.
- I. Reimbursement shall occur within thirty (30) days of approval of expenses.

#### **SECTION E. SABBATICAL LEAVE**

A teacher who has completed seven consecutive years of service in this district shall be eligible for leave of absence for professional improvement for one or two semesters as provided under the terms of Section 3319.131 Ohio Revised Code and shall be reinstated at the end of the absence.

#### **SECTION F. MILITARY LEAVE**

In accordance with the provisions of Section 3319.14 of the Ohio Revised Code and in accordance with the Uniform Services Employment and Reemployment Rights Act (USERRA),

military leave of absence will be granted to any member of the certificated staff who is drafted or recalled to active duty with any branch of the Armed Services of the United States. Voluntary re-enlistment immediately terminates military leave granted. Credit will be given on the salary schedule for military service up to a maximum as provided by the adopted salary schedule.

### **SECTION G. JURY DUTY**

Members of the bargaining unit upon notification to the Superintendent shall be eligible for leave for the number of days or partial days needed to serve for jury duty or as a subpoenaed witness to a jury or court provided the subpoena to a court isn't as a party in a suit against the Board of Education or a member of an organization and/or agency which has brought suit against the Board of Education. Upon submission of proof of jury service or subpoena service the member shall be paid the difference between his/her pay received for said service and his/her regular salary for the number of days involved. Such leave shall not be deducted from sick leave and shall be in accordance with ORC 3313.211.

### **SECTION H. ASSOCIATION LEAVE**

The Coldwater Teachers Organization shall be granted up to a maximum of seven (7) days of professional leave to attend to Association duties including the OEA delegate assembly that cannot be performed at times other than normal school days.

Such leave shall be granted upon written request from the President of the Coldwater Teachers Organization to the Superintendent.

Such written notice shall include the name of the teacher taking the leave, and the day(s) required for the leave. All expenses to attend such meetings shall be borne by the Association. The Board of Education will pay for the cost of substitutes should they be needed for the first three (3) days and the Association will pay for the cost of substitutes should they be needed for the remaining four (4) days.

### **SECTION I. SICK LEAVE BANK**

Each certificated staff member may contribute one day of their accumulated sick leave to the sick leave bank. Additional donations may be made by each certificated staff member upon the agreement of the sick leave bank committee. Only contributors can draw from the bank.

a. Composition

Two CTO members; superintendent, treasurer or designee.

b. Operation of the Bank

To be determined by the Sick Leave Bank Committee.

## ARTICLE V - FRINGE BENEFITS

### SECTION A. WORKMEN'S COMPENSATION

Workmen's Compensation coverage for teachers will be provided by the Board of Education as required by the provisions of the Ohio Revised Code.

### SECTION B. FACULTY FACILITIES

Each school is expected to have the following facilities:

1. Space provided in the classroom in which teachers may safely store instructional materials and supplies.
2. A workroom shall be made available in each building containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. There shall be adequate lunchroom facilities, teachers' workroom, and adequate rest room and lavatory for teachers' use.
4. Existing telephone facilities shall be made available for teachers for their reasonable use for school purposes or other justifiable reasons.
5. Adequate free parking facilities shall be provided close to or adjoining the school.
6. Teachers will have access to a computer and copying machines at least one hour before and one hour after the school day in each respective building.

### SECTION C. HEALTH INSURANCE

The Board shall purchase (from a carrier licensed by the State of Ohio) health insurance coverage for each certified employee now or hereafter employed and his or her family, which meets or exceeds the specifications below. The CTO recognizes the Mercer-Auglaize Insurance Trust BIC as its vehicle for assisting in determining insurance coverage; a member from the CTO will represent the CTO at BIC meetings.

#### HEALTH INSURANCE

Beginning 2011-2012, the alternate PPO plan will be offered as the primary plan; if the employee chooses to take the traditional plan, the employee will pay the difference of cost between alternate PPO plan and traditional PPO plan (board would only pay amount up to the board share of the alternate PPO plan). Plan change effective January 1, 2012.

2011-2012 School Year: 90% board share and 10% employee share  
\$715 offset payment to each full-time teacher on the alternate PPO (pro-rated for less than full-time employees).

2012-2013 School Year: 87.5% board share and 12.5% employee share  
\$900 offset payment to each full-time teacher on the alternate PPO (pro-rated for less than full-time employees).

Language to be removed after January 1, 2012.

Each employee may choose one of the following options.

*Traditional PPO plan – Beginning January 1, 2010, the staff will pay 10% of premium cost of health, dental, and prescription drug insurance. Beginning January 1, 2011, the staff will pay 12.5% of the premium cost of health, dental and prescription drug insurance.*

*Alternate PPO Plan – Beginning January 1, 2010, the staff will pay 0% of the premium cost of health, dental, and prescription drug insurance. Beginning January 1, 2011, the staff will pay 5% of the premium cost of health, dental and prescription drug insurance.*

*If two employees are married to each other, they are only eligible for one family plan or two single plans.*

A Section 125 shall be established for present plan contributors. A flexible spending plan will be offered to each employee, with each employee being responsible for any service fees assessed for the individual account.

If the employee chooses to opt out of the plan totally, employee therefore receives thirty percent (30%) of Traditional PPO Plan's monthly premium determined by the premium rate at the time of enrollment. The enrollment period is from November 1 through November 30 (coverage effective January 1) annually. The employee must choose to take any insurance coverage annually during the enrollment period. Thereafter, any teacher may elect insurance coverage only if there is a change in personal circumstances such as death in the family, marital status, etc. Married couples where both persons are employees of the school district are not eligible for the opt out.

#### **SECTION D. PRESCRIPTION DRUG INSURANCE**

The Board shall purchase (from a carrier licensed by the State of Ohio) family or single prescription drug insurance for each certified employee equal to or exceeding the specifications below. The premium will be paid as listed above in Section C.

##### SPECIFICATIONS

Card Plan  
Deductible

All Legend Drugs  
\$5.00 generic/\$10 name brands

Co-Insurance Amounts

Member Pharmacy

100%

Non-Member Pharmacy

100%

Mail Order

\$8.00 generic/\$16 name brand for a three-month supply

Pre-existing Conditions: Any pre-existing conditions at time of employment will not be covered for a period of one calendar year for Sections C and D of Article V.

If an employee opts out of the prescription drug insurance plan, they shall then receive fifteen percent (15%) of the monthly premium in pay. Married couples where both persons are

employees of the school district are not eligible for the opt out. If two employees are married to each other, they are only eligible for one family plan or two single plans.

#### **SECTION E. GROUP TERM LIFE INSURANCE**

The Board shall purchase (from a carrier licensed by the State of Ohio) group term life insurance for each certificated employee in the amount of \$35,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.

The Board shall allow individual employees to purchase additional amounts of coverage through payroll deductions provided the number of employees electing to take advantage of this opportunity is adequate to meet the requirements of the insuring company.

#### **SECTION F. DENTAL INSURANCE**

The Board of Education shall purchase (from a carrier licensed by the State of Ohio) group dental insurance for each certificated employee and the premium shall be paid as listed above in Section C. If two employees are married to each other, they are only eligible for one family plan or two single plans.

#### **SECTION G. SEVERANCE**

An employee at the time of his/her retirement from service with the Coldwater EVSD, and notification by the State Teachers Retirement System, that the employee is eligible and is participating in the Retirement System shall be paid 35% of his/her unused accumulated sick leave (as set forth in Article IV, Section A, Paragraph I at the daily rate of his/her basic contract in the year of his/her retirement) if he/she submits his/her letter of resignation for retirement purposes to the superintendent no later than April 1 of each year for retirement effective that same calendar year. If a letter of resignation for retirement purposes is submitted to the superintendent after April 1 of each year for retirement effective of that same calendar year, the payment shall be reduced to 30% of his/her unused accumulated sick leave.

To be eligible for such severance payment, the employee must have worked the immediate preceding ten years for the Coldwater E.V.S.D. Severance payment will cancel all unused sick leave. Severance payment shall be paid within nine months of date of retirement.

In addition, personal leave accrued in Article IV, Section C shall be added to the total number of accumulated sick leave as calculated above. (e.g. 325 sick leave X 35% = 113.75 days severance + 10 years unused personal leave X 0.5 = 118.75 days total severance.)

### **ARTICLE VI - GRIEVANCE PROCEDURE**

#### **I. DEFINITIONS**

- A. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication:

1. of the written agreement entered into between the Coldwater Board of Education and the Coldwater Teachers Organization, or
  2. of established Board policy or school regulation affecting teacher personnel, including administrative regulations affecting teacher personnel.
- B. An individual grievant shall mean a person alleging that some violation, misinterpretation or misapplication of one of the aforementioned agreement provisions had actually occurred.
  - C. Group grievant shall mean a group alleging that some violation misinterpretation or misapplication of the aforementioned agreement shall have arisen out of similar circumstances affecting each member of said group.
  - D. Party in interest - A representative of the Coldwater Teachers Organization may serve as a party in interest at each step. It is assumed that the Organization shall be a party in interest in a group grievance.
  - E. The term DAYS in this grievance procedure shall mean SCHOOL DAYS. The number of days indicated at each step shall be considered maximum, and every effort shall be made by all parties to expedite the process.
  - F. Record of grievance proceedings will not be maintained in the grievant's personnel file.
  - G. Resolution - If an appeal to the next level or step is not filed by the individual or group grievant within the time limit specified, the grievance will be termed settled on the basis of the disposition at the preceding level.

## **II. STEP ONE**

Any teacher having a complaint shall first discuss such complaint with the immediate superior or administrator.

If the discussion does not resolve the complaint to the satisfaction of the teacher, such teacher shall have the right to lodge a written grievance with such teacher's building principal. If such grievance is not lodged within fifteen (15) days following the act or condition which is the basis of said grievance, such grievance shall no longer exist. The written grievance shall be on a standard form supplied by the Board and shall contain a statement of the facts upon which the grievance is based and a reference to the specific provision of the aforementioned agreement allegedly violated, misinterpreted, or misapplied and relief sought. A copy of such grievance shall be filed with the Superintendent, and a copy shall be given to the Organization.

The teacher shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after the receipt of such request. The aggrieved teacher 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 a representative of the Teachers Organization.

The building principal shall take action on the written grievance within five (5) days after the receipt of the grievance, or, if a hearing is requested, within five (5) 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 teacher and the Superintendent, and a copy shall be given to the Organization.

### **III. STEP TWO**

If the action taken by the building principal does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal in writing to the Superintendent. Failure to file such appeal within five (5) days from receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right of appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after the receipt of request. The aggrieved teacher shall have the right to be represented at such hearing by a representative of the Teacher Organization.

The Superintendent shall take action on the appeal of the grievance within five (5) days after the receipt of the appeal, or, if a hearing is requested within five (5) days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies shall be given to the Organization.

### **IV. STEP THREE**

If the grievance involves the alleged violation, misinterpretation, or misapplication of established Board policy, school regulations or administrative regulations affecting teacher personnel (paragraph I.-A.-(2) under Definitions) and the action taken by the Superintendent does not resolve the grievance to the satisfaction of the teacher, such teacher may appeal the Superintendent's decision to the Board of Education by filing a written request for such appeal with the Treasurer of the Board within five (5) days after receipt of the disposition of the Superintendent. The Board shall hear the appeal at its next regularly scheduled meeting provided that five (5) days must have elapsed between the filing of the request for appeal with the Treasurer and the date of the Board meeting. This five-day period may be waived if the parties mutually consent, otherwise the appeal shall be heard by the Board at its next regular meeting thereafter. The grievant and the Superintendent may be represented by counsel or other representative at the Board hearing. The final decision on the matter shall be made by the Board following the hearing. If the grievant fails to file the written request for such appeal with the Treasurer within five (5) days of the disposition of the grievance by the Superintendent it shall be deemed a waiver of the right to appeal to the Board.

### **V. STEP FOUR**

If the grievance involves the alleged violation, misinterpretation or misapplication of the written agreement entered into between the Board of Education and the Coldwater Teachers Organization (paragraph I.-A.-(1) under Definitions), STEP THREE shall not apply, but, instead the following arbitration procedure shall be followed:

#### **REQUEST FOR ARBITRATION**

Individual teachers who submit grievances through the Coldwater Teachers Organization based on alleged violation of any specific provision of the written agreement between the Coldwater

Teachers Organization and the Coldwater Board of Education shall request arbitration with the approval of the Coldwater Teachers Organization in accordance with this provision if the grievance is not satisfied at STEP TWO.

The request for arbitration must be submitted in writing to the Superintendent no later than five working days after receipt of the Superintendent's decision. Failure to timely file a request for arbitration will be deemed a waiver of any right to arbitration. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated and relief sought. Disputes arising in the course of negotiations are not subject to arbitration.

### **SELECTION OF THE ARBITRATOR**

The arbitrator shall be appointed by the Board of Education and the grievant or their designated representatives, from a list of seven (7) names submitted by the American Arbitration Association. If the parties cannot agree on the selection of an arbitrator, the arbitrator shall be designated by the American Arbitration Association.

### **DETERMINATION OF ARBITRABILITY**

At any time prior to the Arbitration hearing, the Arbitrator may be requested to determine whether or not the grievance is a proper subject for arbitration under the provisions of this agreement. If such request is made, the Arbitrator shall rule on the issue prior to hearing any testimony on the merits of the grievance.

### **AUTHORITY OF THE ARBITRATOR**

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement, or to make any award, which is inconsistent with the terms of the Agreement or contrary to law. The arbitrator shall have no authority to hear or determine any grievance, which is not based on an alleged violation of a specific provision of the written agreement between the Coldwater Teachers' Organization and the Board of Education.

Bargaining unit members claiming to have been aggrieved as a result of failure of the Board to comply with the evaluation procedures set forth in this agreement may be awarded an additional contract of employment if such member establishes to the satisfaction of the arbitrator that the grievance related to the procedural default; as limited by the evaluation provisions of this agreement, that the member has complied with the notice requirements of the evaluation procedure and that the default resulted in prejudice in the consideration or award of a contract to a member. In such event, the arbitrator may award an additional limited teaching contract for a period of one year, or if the bargaining unit member is eligible for a continuing contract, either an extended limited contract for a period not to exceed two years or a continuing contract of employment.

### **THE ARBITRATOR'S DECISION - COST OF ARBITRATION**

The arbitrator shall make his report and recommendation to the grievant, the Superintendent, the Treasurer of the Board of Education, and the President of the Organization. His decision

shall be binding upon the parties. Cost of arbitrator's services shall be divided equally between the Board of Education and the Coldwater Teachers Organization.

## **ARTICLE VII - CHRONIC/COMMUNICABLE DISEASE POLICY**

The Coldwater Exempted Village Board of Education (BOE) and the Coldwater Teachers' Organization (CTO) recognize that chronic/communicable diseases are a significant medical and social problem. Both the BOE and the CTO desire to protect the rights of individual employees who may be infected as well as the rights of non-infected students and staff.

### **A. Definition of Chronic/Communicable Diseases**

A chronic disease is one, which will remain with the individual for life. A communicable disease is one which can be transmitted to others. Examples of such diseases would include AIDS, Hepatitis A, MS, MD, CMV, and Epstein-Barr. (This list is not meant to be all-inclusive.)

### **B. Confidentiality**

1. Information concerning the health of any employee should be treated as confidential and should be made known only to those who are required to have this information. Persons who have been informed of a person's health status must be acutely aware that they are not at liberty to share such information.
2. Mandatory screening as a condition of employment is prohibited. No employee shall be subjected to involuntary testing.
3. Cases of chronic/communicable diseases shall be treated no differently than any other medical disability (See Art. IV - Leave Provisions).

### **C. Reporting of Cases**

1. In some individual cases, where the specific chronic/communicable disease may be transmitted through casual contact, the Mercer County Health Department, after being advised by the Ohio Department of Health, may relay information to the school in order to protect uninfected students and staff.
2. An individual employee may voluntarily inform school district officials of his/her condition.
3. Communications regarding chronic/communicable disease cases should be made directly to the Superintendent.

### **D. Evaluation of Condition**

1. The affected employee and the superintendent may meet and determine a mutually acceptable job assignment with regard to the employee's medical condition.
2. In the event that the affected employee and the superintendent are unable to agree on an acceptable job assignment, an evaluation team (see E below) will be formed within 15 working days to make such a determination.
3. In the event that a health risk becomes apparent which has the potential to affect many or all employees or students, a physician representing the appropriate health district may intervene and recommend an emergency solution that will prevent the spread of the disease.

E. Evaluation Team

If necessary (See D.2), the superintendent and the affected employee will jointly appoint (within 15 working days) an evaluation team to make a recommendation regarding that employee's future employment.

The composition of the team will be:

1. The affected employee's medical representative
2. The affected employee or his personal representative
3. The superintendent's representative

(Team members have the authority to request additional expertise as may be considered necessary and appropriate.)

F. Duties of the Evaluation Team

The evaluation team will:

1. Determine whether or not the employee's current medical condition imposes a substantial health risk to others in the school environment and the rationale for that finding. In making this determination, the evaluation team shall consider:
  - a. The nature of the risk of the employee's medical condition (how the disease is transmitted)
  - b. The duration of the medical condition (how long is the carrier infectious)
  - c. The severity of the risk of the medical condition (what is the potential harm to third parties)
  - d. The probability the disease will be transmitted and will cause varying degrees of harm
2. Determine whether or not the employee is able to remain in his/her current job or requires a job assignment under modified conditions.

3. Report to the superintendent in writing (within 10 working days) its recommendation.
  - a. Will meet at the call of any team member to review the circumstances of the infected employee. If the review suggests a need to revise the initial recommendation, it will be done in a timely manner in writing to the superintendent.

**COLDWATER EVSD**

Base: \$32,124.07						
Steps	BA/BS	150	MA	MA +15	MA +30	
0	\$35,015.24 1.09	\$36,621.44 1.14	\$38,227.64 1.19	\$39,833.85 1.24	\$41,440.05 1.29	
1	\$35,015.24 1.090	\$36,621.44 1.140	\$38,227.64 1.190	\$39,833.85 1.240	\$41,440.05 1.290	
2	\$35,015.24 1.090	\$36,621.44 1.140	\$38,227.64 1.190	\$39,833.85 1.240	\$41,440.05 1.290	
3	\$36,460.82 1.135	\$38,067.02 1.185	\$39,673.23 1.235	\$41,279.43 1.285	\$42,885.63 1.335	
4	\$38,034.90 1.184	\$39,898.09 1.242	\$41,889.79 1.304	\$44,009.98 1.370	\$46,130.16 1.436	
5	\$39,512.61 1.230		\$43,528.11 1.355	\$45,776.80 1.425	\$48,025.48 1.495	
6	\$40,990.31 1.276		\$45,166.44 1.406	\$47,543.62 1.480	\$49,920.80 1.554	
7	\$42,468.02 1.322		\$46,804.77 1.457	\$49,310.45 1.535	\$51,816.12 1.613	
8	\$43,945.73 1.368		\$48,443.10 1.508	\$51,077.27 1.590	\$53,711.45 1.672	
9	\$45,423.43 1.414		\$50,081.43 1.559	\$52,844.10 1.645	\$55,606.77 1.731	
10	\$46,901.14 1.460		\$51,719.75 1.610	\$54,610.92 1.700	\$57,502.09 1.790	
11	\$48,378.85 1.506		\$53,358.08 1.661	\$56,377.74 1.755	\$59,397.41 1.849	
12	\$49,856.56 1.552		\$54,996.41 1.712	\$58,144.57 1.810	\$61,292.73 1.908	
13	\$51,334.26 1.598	\$53,775.69 1.674	\$56,634.74 1.763	\$59,911.39 1.865	\$63,188.05 1.967	
15	n/a	n/a	\$58,273.06 1.814	\$61,678.21 1.920	\$65,083.37 2.026	
20	n/a	n/a	\$59,108.29 1.840	\$62,577.69 1.948	\$66,014.96 2.055	

Step Freeze for 2011-2012 & 2012-2013

Only Currently Employed Teachers on Column 150 are Grandfathered on Column 150 for the Duration of This Contract

Currently Employed Teachers on Steps 0-3 Will Remain Frozen at their Current Salary for 2011-2012 & 2012-2013 at the Salary as it Existed for the 2010-2011 School Year

Base: \$32,124.07



F.		4%	\$1,027.89
NEWSPAPER ADVISOR	11-12		\$ 1,027.89
ASST DRAMA	12-13		\$ 1,040.74
JR HIGH DRAMA DIRECTOR (IF TWO POSITIONS)			
CHEERLEADING ADVISOR (2)			
JR. CLASS ADVISOR (2)			
*SCHOLASTIC BOWL ADVISOR (IF TWO POSITIONS)			
ELEMENTARY DRAMA DIRECTOR			

G.		3%	\$770.92
SENIOR CLASS ADVISOR (2)	11-12		\$ 770.92
	12-13		\$ 780.56

H.		2%	\$513.95
FRESHMAN CLASS ADVISOR (2)	11-12		\$ 513.95
SOPHOMORE CLASS ADVISOR (2)	12-13		\$ 520.37
JR HIGH STUDENT COUNCIL			
SAE ADVISOR (2)			
INTRAMURALS			
SCIENCE FAIR DIRECTOR			
JR HIGH SCHOLASTIC BOWL			
POWER OF THE PEN			
MATHCOUNTS			
HS STUDENT COUNCIL			
ELEMENTARY STUDENT COUNCIL			
NATIONAL HONOR SOCIETY			
SPANISH CLUB ADVISOR			
GERMAN CLUB ADVISOR			

\*\*\*

1. SCHOLASTIC BOWL ADVISOR: ONE ADVISOR - LEVEL D, TWO ADVISORS - LEVEL F
2. RECOGNIZED EXPERIENCE FROM OTHER SYSTEMS SHALL NOT EXCEED ACTUAL EXPERIENCE IN THAT POSITION  
FOR FOOTBALL - BASKETBALL - TRACK, JR. HIGH COACHES ARE NOT EXPECTED TO BE INVOLVED IN PRE-SEASON PRACTICE FOR HIGH SCHOOL PLAYERS.
3. WHERE SALARY IS LOWER ON THIS SCHEDULE THAN PREVIOUS SCHEDULES, HIGHER SALARY WILL BE FROZEN UNTIL POSITION SALARY ON SALARY SCHEDULE BECOMES HIGHER. THIS APPLIES ONLY TO THOSE CURRENTLY HOLDING CONTRACTS. IF CONTINUOUS SERVICE IS BROKEN, SALARY SCHEDULE WILL APPLY.
4. GRADE LEVEL AND DEPARTMENT COORDINATORS: SUPPLEMENTAL CONTRACT \$130.00 PER ASSIGNED TEACHER
5. LPDC - \$600.00

PROFESSIONAL MEETINGS/CONFERENCES  
APPLICATION/REIMBURSEMENT FORM

See Master Contract

Bargaining unit members requesting professional leave must submit a written request for approval. Such request will include information and documentation concerning the reason for leave, the date of the leave, the estimated cost, the purpose of the leave, and the relationship of the meeting to the member's job assignment. All applications for professional leave/conferences must be submitted at least ten (10) working days prior to the intended use of the professional leave. Requests for professional leave approved or not approved will be returned to the applicant within five (5) working days after the superintendent or his/her designee has received the application.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

APPLICATION FOR PROFESSIONAL CONFERENCE/MEETINGS:

Name of Conference/Meeting: \_\_\_\_\_

Location of Meeting: \_\_\_\_\_

Date(s) of Meeting: \_\_\_\_\_

REASON/RELATIONSHIP OF CONFERENCE/MEETING TO JOB ASSIGNMENT:

**COSTS:** Receipts for hotel bills, motel bills, toll charges, plane or train fares, transportation, registration fees, and other approved expenses for the professional trip must accompany this application/reimbursement form after the conference/meeting experience before reimbursement will be processed.

EXPENSES	ESTIMATE	ACTUAL
Registration	_____	_____
Meals	_____	_____
Lodging	_____	_____
Transportation	_____	_____
Miscellaneous (Explain)	_____	_____
_____	_____	_____
Total:	_____	_____

Signature denotes approval unless otherwise stated.

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

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

Reason for denial: \_\_\_\_\_

-- use back of form for conference report --

## CONFERENCE REPORT FORM

Upon completion of conference/meeting, the application/reimbursement form must be completed and submitted in accordance with the master contract.

Teacher Signature: \_\_\_\_\_

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

COLDWATER EXEMPTED VILLAGE SCHOOLS  
APPLICATION FOR TUITION REIMBURSEMENT

I HEREBY MAKE APPLICATION FOR REIMBURSEMENT OF COURSE CREDIT AT THE RATE OF \$93.75 PER QUARTER HOUR AND/OR \$125 PER SEMESTER HOUR. I UNDERSTAND THAT I WILL RECEIVE A PURCHASE ORDER FOR THIS REIMBURSEMENT AND UPON EVIDENCE OF SUCCESSFUL COMPLETION OF THE COURSE(S) LISTED IN THIS APPLICATION, WILL RECEIVE FROM THE TREASURER REIMBURSEMENT AT THE RATE STATED ABOVE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

TEACHING ASSIGNMENT: \_\_\_\_\_

PURPOSE FOR TAKING COURSE WORK: \_\_\_\_\_

IF INDEPENDENT STUDY, WHAT IS SPECIFIC NATURE OF STUDY? \_\_\_\_\_

HIGHEST DEGREE ATTAINED: (check one) BA  MA   
 IS COURSE BEING USED TO ATTAIN MA15 OR MA30? YES  NO   
 APPLICANT WILL RECEIVE COMPENSATION FROM ANOTHER SOURCE? YES  NO

LIST COURSE(S) TO BE TAKEN:

COURSE NUMBER/DESCRIPTION	CREDIT HOURS	TERM-YEAR	COLLEGE/UNIVERSITY	TUITION COST

ARE CREDIT HOURS SEMESTER OR QUARTER? (check one) SEMESTER  QUARTER   
 CHECK HERE IF CLASS BEGINS AFTER JANUARY 1 OR ON OR BEFORE JUNE 30  
 CHECK HERE IF CLASS BEGINS AFTER JULY 1 OR ON OR BEFORE DECEMBER 31

ANTICIPATED DATE OF COMPLETION: (Date and Year) \_\_\_\_\_

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

\*\*\*\*\*

-- for office use only --

APPLICATION APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

--for office use only--  
-- authorization for payment --

Grade Report or Transcript and Proof of Payment Required

PAYMENT APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

\*\*\*\*\*

SEE REQUIREMENTS ON BACK

**TUITION REIMBURSEMENT  
BOE FORM #21**

- I. The Board of Education will appropriate annually an amount equal to 80% of the base salary on the teacher's salary schedule. One half the total amount is to be allocated from July 1 to December 31. Any unused balance plus the remaining allocation is to be applied January 1 to June 30. Once this amount is expended in any appropriation year (July 1-June 30), no reimbursement request will be approved.
  
- II. The Board of Education will reimburse staff members at the rate of \$125.00 per semester hour or \$93.75 per quarter hour up to a maximum of \$750.00 per year (September through August), upon meeting the following criteria.
  - A. Application
    1. Applicant will not request to be released from employment for a period of two (2) years. If such a release is requested and granted, the amount of tuition reimbursement received during the time period for the course(s) will be reimbursed to the Board of Education by employee. This section does not apply to employees subject to reduction in force.
    2. Course work would be restricted to an educational area that would benefit the school system.
    3. Applicant will attest that no other compensation from any source is being received.
    4. The reimbursement rate does not exceed the actual tuition assessed by the college/university granting the credit.
    5. Course work is from an approved college and/or university.
    6. Course work is successfully completed.
  
  - B. Application Procedures
    1. An application will be filed and approved by the superintendent prior to enrolling in the course.
    2. Application will list course and tuition amount being requested.
    3. Upon approval by the superintendent, a supplemental contract will be issued by the Board of Education.
  
  - C. Completion

Upon completion of the course work, the applicant will submit to the superintendent the following:

    1. Proof that payment of tuition has been made by applicant.
    2. Official grade report or transcript indicating successful completion of the course(s).
    3. If Independent Study, a copy of the work completed for review by superintendent.
  
- III. Allocation of amount available to staff members will be done as follows:
  - A. Course reimbursements for the July-December reimbursement period will be reviewed by July 1, and course reimbursements for the January through June reimbursement period will be reviewed by January 1 by the superintendent.
  - B. Course reimbursement requests will be numbered according to date turned in to the central office, with all requests considered for up to the one class per employee until such time as half-year allocation of course reimbursement funds are exhausted.
  - B. If all requests are approved as turned in by July 1 or January 1, the remaining allocation will then be allocated to those reimbursement requests who have requested additional coursework until such time as the half-year allocation of course reimbursement funds are exhausted.



APPENDIX A2a (BLUE FORM)  
OBSERVATION/EVALUATION FORM

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Use this form to record observations and gather evidence for each of the four domains as noted: during the pre-observation review of materials and conference, observation and post-observation review and conference.

Rating: Unsatisfactory, Basic, Proficient or Distinguished

Domain 2: The Classroom Environment

_____	2a	Creating an Environment of Respect and Rapport
_____	2b	Establishing a Culture for Learning
_____	2c	Managing Classroom Procedures
_____	2d	Managing Student Behavior
_____	2e	Organizing Physical Space

Evidences Summary and Suggestions

---

2a. What type of interactions are observed between teacher and students as well as interactions between students? What is the evidence?

---

2b. How is the importance of content as well as expectations for learning and achievement displayed by the teacher? What is the evidence for student pride in work?

---

2c. How does the teacher manage instructional groups, transitions, materials and supplies, performance of non-instructional duties and supervision of volunteers and paraprofessionals? What is the evidence?

---

2d. What are the teacher's expectations for student behavior? How does he/she monitor student behavior and respond to student misbehavior? What is the evidence?

---

2e. Is the classroom arranged in a safe manner? Does the physical arrangement lend itself to accessibility to learning and use of physical resources? What is the evidence?

APPENDIX A2b (BLUE FORM)  
OBSERVATION/EVALUATION FORM

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Use this form to record observations and gather evidence for each of the four domains as noted: during the pre-observation review of materials and conference, observation and post-observation review and conference.

Rating: Unsatisfactory, Basic, Proficient or Distinguished

Domain 3: Instruction

_____	3a	Communicating Clearly and Accurately
_____	3b	Using Questioning and Discussion Techniques
_____	3c	Engaging Students in Learning
_____	3d	Providing Feedback to Students
_____	3e	Demonstrating Flexibility and Responsiveness

Evidence, Summary And Suggestions

---

3a. Are directions and procedures as well as oral and written language communicated clearly and accurately? What is the evidence?

---

3b. What type of discussion and questioning techniques does the teacher utilize? Consider the quality of questions, discussion techniques and student participation. What is the evidence?

---

3c. How does the teacher engage students in learning? Consider representation of content, activities and assignment, grouping of students, instructional materials and structure and pacing. What is the evidence?

---

3d. How does the teacher provide feedback to students? Consider the following: quality, accuracy, and timeliness. Is the feedback constructive, substantive and specific? What is the evidence?

---

3e. Does the teacher make appropriate lesson adjustments? Does he or she respond to students and is persistent? What is the evidence?

APPENDIX A3 (PINK FORM)  
ADMINISTRATIVE CONCERN AND REMEDIATION PLAN

---

To: \_\_\_\_\_

From: \_\_\_\_\_

Domain and Criteria of Concern: \_\_\_\_\_

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

---

Conditions in Need of Change:

Plan to Achieve Identified Expectations  
Strategies\*:

Success Indicators\* (specific and measurable):

Assistance to be Provided\* (examples might include peer coaching, observing a master teacher and literature review):

System of Monitoring\*:

Resources Needed\*:

Timeline for Completion\*

Final Meeting Date and Time\*

*\* to be completed collaboratively by administrator and teacher*

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

APPENDIX A4a (YELLOW FORM)  
OBSERVATION/EVALUATION FORM

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Use this form to record observations and gather evidence for each of the four domains as noted: during the pre-observation review of materials and conference, observation and post-observation review and conference.

Rating: Unsatisfactory, Basic, Proficient or Distinguished

Domain 1: Planning and Preparation

_____ 1a	Demonstrating Knowledge of Content and Pedagogy
_____ 1b	Demonstrating Knowledge of Students
_____ 1c	Selecting Instructional Goals
_____ 1d	Demonstrating Knowledge of Resources
_____ 1e	Designing Coherent Instruction
_____ 1f	Assessing Student Learning

Evidences Summary and Suggestions

---

1a How have you demonstrated knowledge of content, prerequisite relationships and content-related pedagogy? What is the evidence?

---

1b How have you demonstrated knowledge of age group characteristics, varied approaches to learning, students' skills, knowledge, cultural heritage and interests? What is the evidence?

---

1c When selecting instructional goals, have you focused on value, clarity, suitability for diverse students and balance? What is the evidence?

---

1d Are you aware of a variety of resources available for you as well as for students? What is the evidence?

---

1e In designing coherent instruction, what types of learning activities, materials, and resources are being used? What is the lesson and unit structure? What is the evidence?

---

1f Is the assessment congruent with the instructional goals, criteria and standards? Is the assessment used for future lesson planning and student intervention? What is the evidence?

APPENDIX A4b (YELLOW FORM)  
OBSERVATION/EVALUATION FORM

Teacher \_\_\_\_\_ Date \_\_\_\_\_ Evaluator \_\_\_\_\_

Use this form to record observations and gather evidence for each of the four domains as noted: during the pre-observation review of materials and conference, observation and post-observation review and conference.

Rating: Unsatisfactory, Basic, Proficient or Distinguished

Domain 4: Planning and Preparation

_____ 4a	Reflecting on Teaching
_____ 4b	Maintaining Accurate Records
_____ 4c	Communicating with Families
_____ 4d	Contributing to the School and District
_____ 4e	Growing and Developing Professionally
_____ 4f	Showing Professionalism

Evidences Summary and Suggestions

---

4a Do you reflect on your teaching? Are your influences accurate and used in your future teaching? What is the evidence?

---

4b Do you maintain accurate records including student completion of assignments, progress in learning and non-instructional records? What is the evidence?

---

4c Do you communicate with families including information concerning the instructional program and the individual student as well as the engagement of families in the instructional program? What is the evidence?

---

4d How do you contribute to the school and district including relationships with colleagues, service to the school and participation in school and district projects? What is the evidence?

---

4e In regards to growing and developing professionally, do you include enhancement of content and pedagogical knowledge as well as service to the profession? What is the evidence?

---

4f How do you show professionalism including service to students, advocacy and decision making? What is the evidence?

**Name:** \_\_\_\_\_ **Position:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

APPENDIX A5 (TAN FORM)

PERFORMANCE RESPONSIBILITIES:

(S – Satisfactory      U – Unsatisfactory)

\_\_\_\_\_ Meets and instructs assigned classes in the locations and at the times designated.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Develops and maintains a classroom environment conducive to effective learning within the limits of the resources provided by the district.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Prepares for classes assigned, and shows written evidence of preparation upon request of supervisor.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Plans for and encourages students to set and maintain good standards of classroom behavior.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Employs a variety of instructional techniques and instructional media consistent with the physical limitations of the location provided and the needs and capabilities of the individual or student groups involved.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Takes all necessary and reasonable precautions to protect students, equipment and materials.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Evaluates and reports student progress on a regular basis using the districts' prescribed forms and procedures and special services.  
COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Assists in upholding and enforcing school rules, administrative regulations, and board policy.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Makes provision for being available to students and parents for education – related purposes outside the instructional day when required or requested to do so under reasonable terms.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Attends and participates in faculty meetings.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Cooperates with other members of the staff in planning instructional goals, objectives and methods.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Assists in the selection of books, equipment, and other instructional materials according to board policy selection criteria.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Works to establish and maintain open lines of communication with students and their parents concerning both the board academic and behavioral progress of all assigned students.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Establishes and maintains cooperative relations with others.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Provides for own professional growth through an on-going program of reading, workshops, seminars, conferences, and/or advanced course work.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

## CHARACTERISTICS OF THE TRACK II PROCESS (LILAC FORM)

May involve one teacher or multiple teachers in a collaborative effort.

Activities occur within the school year or extend beyond the school year.

Focus is on improving professional performance in specific components for the Exploring Professional Practice framework.

Focus is on improvement of professional practice for all teachers.

Teacher and administrator collaboratively reflect on progress.

## POSSIBLE ACTIVITIES/STRATEGIES FOR TRACK II

### INQUIRY:

Self-Study

Action Research

Peer Observation

Child Study

Professional Reading and Discussion Groups

Study Groups

### CURRICULUM AND INSTRUCTION:

Course Development

Unit Development

Design of New Student Assessments

Design of Innovative Instructional Procedures

Interdisciplinary Teaming Project

### PROGRAM LEADERSHIP AND DEVELOPMENT

Entry-Year Program

Professional Development School Initiatives

Community Service Projects

### OTHER

National Board Certification

Grant Writing

GRIEVANCE FORM

FORM A

GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_

BUILDING: \_\_\_\_\_ SUBJECT/GRADE: \_\_\_\_\_

DATE OF ALLEGED GRIEVANCE: \_\_\_\_\_

INFORMALLY DISCUSSED WITH: \_\_\_\_\_ DATE: \_\_\_\_\_

VIOLATION ALLEGED: (Submit all pertinent information – use back of form is necessary)

\*\*\*\*\*  
RELIEF SOUGHT:

\*\*\*\*\*  
I WILL BE REPRESENTED OR ASSISTED BY: \_\_\_\_\_

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*  
REPLY:

RESPONDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FORM TO BE PREPARED IN QUADRUPLICATE:

- Copies to: Grievant
- Immediate Supervisor/Principal
- Superintendent
- Association

GRIEVANCE FORM

FORM B

GRIEVANT: \_\_\_\_\_ DATE: \_\_\_\_\_

I AM NOT SATISFIED WITH THE DISPOSITION OF THE GRIEVANCE AT THE PREVIOUS STEP AND HEREBY APPEAL TO THE: \_\_\_\_\_

REASON/COMMENTS:

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

REPLY:

RESPONDENT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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FORM TO BE PREPARED IN QUADRUPLICATE AND ATTACHED TO FORM A:

I WISH TO HAVE THIS GRIEVANCE GO TO ADVISORY ARBITRATION.

GRIEVANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

- Copies to: Grievant
- Immediate Supervisor/Principal
- Superintendent
- Association