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**NEGOTIATED AGREEMENT**

**BETWEEN THE**

**EAST LIVERPOOL  
BOARD OF EDUCATION**

**AND THE**

**EAST LIVERPOOL  
EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2011 THROUGH AUGUST 31, 2014**



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## ARTICLE I – RECOGNITION

The East Liverpool City Board of Education, hereinafter “Employer” or “Board,” hereby recognizes the East Liverpool Education Association OEA/NEA/Local, hereinafter the “Association,” as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board) under contract employed, or to be employed by the District performing or to perform work including by way of illustration only, but not limited to, classroom teachers (K-12, full-time adult, special, vocational, guidance counselors, athletic trainer, athletic director, head teacher, and full-time substitutes), regularly scheduled in-school tutors, librarians, media and program specialists, school nurses, department heads, and coordinators (with the express exception of the Gifted Coordinator and the Title I Director/Coordinator).

The Union recognizes that the Superintendent, Assistant Superintendent, Principals, administrative and supervisory personnel as defined in Chapter 4117 Ohio Revised Code, and including but not limited to casual substitute teachers (less than sixty (60) days per year in the same assignment) and home-bound instruction tutors are excluded from the bargaining unit.

## ARTICLE II - NEGOTIATIONS

### A. Scope of Bargaining

Those matters which shall be negotiated are wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

### B. Negotiations Procedure

#### 1. Directing Requests

Requests from the Association for negotiations shall be made in writing to the Board or its designated representatives. Requests from the Board shall be made in writing to the President of the Association or his or her designated representative. Requests for meetings shall be made no sooner than 180 days and no less than 90 days from the expiration of the negotiated agreement entered into between the parties. The first negotiations session shall be held no later than thirty (30) days after receipt of the notice to negotiate.

#### 2. Negotiations Meetings

At the first meeting, both parties will exchange their respective proposals. No item shall be added to the agenda without the mutual consent of the parties. Participants shall be limited to designated negotiations team members, Board attorneys, Association attorneys, administrators, consultants, and specialists. When negotiation sessions are scheduled during school hours, the Board shall provide release time for three bargaining unit members. All negotiation sessions shall be in executive session with the aforementioned participants unless mutually agreed by both parties.

This means that unless otherwise mutually agreed upon in writing by the parties, negotiations shall be private and closed to the press and the public, and that no news releases or statements disclosing specific proposals shall be made or given to the public or news media. Without limiting the generality of the foregoing, the parties shall not release records of negotiation sessions, including, but not limited to, proposals, notes, minutes, memos, written records or other documents generated for the purpose of or during a negotiation session.

- a. The Board acknowledges that pursuant to a December 13, 2006 Judgment Entry and the final order entered by Judge C. Ashley Pike of the Columbiana County Court of Common Pleas in Case No. 06 CV 861 (Exhibits 4 and 5 to the April \_\_\_\_, 2007 Memorandum of Understanding between the parties) such materials are not public records which must be disclosed under O.R.C. § 149.43. This paragraph (a) shall not apply, however, if, but only to the extent that, Judge Pike's judgment entry and final order is overruled on appeal.
- b. This prohibition on the disclosure of records shall not apply to tentative agreements reached by the parties during negotiation sessions, or to ratified negotiated agreements.
- c. In the event the Board receives a public records request for any notes, minutes, memos, bargaining proposals, or other records generated during, or for the purpose of, negotiations sessions between the parties, the Board shall immediately provide the Association with written notice and, if applicable, a copy of the request. The

provision of such notice to the Association shall not relieve the Board of its obligation not to publicly disclose the items prohibited from disclosure by the December 13, 2006 Judgment Entry and Final Order entered by Judge C. Ashley Pike in Case No. 06 CV 861 (Exhibits 4 and 5 to the April \_\_\_\_, 2007 Memorandum of Understanding between the parties), unless, but only to the extent that, Judge Pike's judgment entry and final order is overruled on appeal.

3. Information

The Board shall make available to the Association, upon reasonable request, all regularly and routinely prepared information to aid in developing intelligent, accurate and constructive proposals.

4. Protocol

No action to coerce or censor or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating process.

5. Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by each party. When an agreement is reached on all items subject to negotiations, the proposed agreement shall be submitted to the Association and Board for their formal consideration. Upon ratification by the Association, the agreement shall be submitted to the Board for its consideration. If approved, two (2) copies of the agreement shall be signed and one retained by each party.

6. Disagreement - Impasse Procedure

In the event that the Agreement cannot be obtained within ninety (90) days, either bargaining team may declare impasse and request the services of the Federal Mediation and Conciliation Service. The assigned mediator shall have the requisite authority to call meetings between the parties.

Any cost involved in obtaining the services of a mediator shall be shared equally between the Board and the Association.

7. Right to Strike

In the event that the parties are unable to conclude an agreement within twenty (20) days after the Federal Mediator has entered in the negotiating process, the Association has the right to proceed in accordance with O.R.C. 4117.14(D)(2).

## ARTICLE III - GRIEVANCE PROCEDURE

### A. Grievance Procedure

#### 1. Definition

- a. A grievance is an alleged violation, misinterpretation, or misapplication of this written agreement entered into between the Board and the Association.
- b. A grievant is the Association or bargaining unit member who has a grievance.
- c. Immediate supervisor shall mean that administrator having immediate supervisory responsibility over the position from which the grievant has filed.
- d. A day shall mean work days during the regular school year; during the summer months, day means calendar days exclusive of Saturday, Sunday, and legal holidays. The number of days indicated at each level shall be considered as maximum and shall not be exceeded. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits set forth hereafter will be deemed waived and void and not subject to grievance or arbitration proceedings. If the Board fails to reply within the specified time limits as required hereafter, the grievance shall be automatically sustained in favor of the grievant. The time limit specified for either party may be extended automatically for a period of ten days upon written notification from either party except as noted in Level 3. Any further extensions in time limits must be the result of mutual agreement of the parties.

2. No reprisals of any kind shall be taken by the Board, or any member of the administration against any grievant, representative, bargaining unit member, or other participant in a grievance procedure because of such participation.

Likewise, no reprisals of any kind shall be taken by the grievant or his/her representatives of the Association against administrators or the Board.

3. All documents, communications, and records dealing with the processing of grievances shall be filed separately from the personnel file of the aggrieved.
4. A grievant may be accompanied at all times and at all levels of the grievance procedure by not more than two representatives of the Association. The administrator hearing such grievance may at all times be accompanied by not more than two representatives.
5. Copies of all notices of hearings, decisions of grievances and appeals shall be in writing and sent to the Association President, the grievant, the Treasurer, and appropriate administrator.
6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons necessary for the presentation of the grievance to attend.

7. Forms for processing grievances shall be made available by officials of the Association. For the information of the bargaining unit members, a copy of the grievance form is attached hereto as Appendix L.
8. No precedent or past practice is established by a bargaining unit member's failure to file a grievance over an alleged violation of the contract. Notwithstanding this section, all timelines outlined in Section B apply to any subsequent grievance filed by the Association or any other bargaining unit member.

## **B. Procedure**

### 1. Level One – Informal

- a. Any bargaining unit member with a problem must have privately discussed this problem first with his/her immediate supervisor before a grievance shall be filed.

The problem shall have been discussed within twenty (20) days after the grievant becomes aware of an alleged violation, misinterpretation or misapplication of the Master Agreement or should have become aware upon the exercise of reasonable diligence.

- b. In the event the immediate supervisor is not vested with the authority to resolve the grievance, the bargaining unit member and the immediate supervisor, following a conference may waive Level Two and proceed to Level Three.

### 2. Level Two

If the informal discussion does not resolve the grievance to the satisfaction of the bargaining unit member, such bargaining unit member shall have the right to lodge a written grievance with such bargaining unit member's building principal. If such grievance is not lodged within ten (10) days following the discussion at Level One, the grievance shall no longer exist. The written grievance shall be on a standard form and shall contain a statement of the facts upon which the grievance is based, and a reference to the specific provision of the written agreement allegedly violated, misinterpreted or misapplied, and the relief sought. A copy of the grievance shall be filed with the Superintendent. The bargaining unit member shall have a right to request a hearing before the building principal. Such hearing shall be conducted within five (5) days after receipt of such request. The grieving bargaining unit member shall be advised in writing of the time, place, and date of the hearing, which shall be reasonably convenient for all parties.

The building principal shall take action on the written grievance within five (5) days after receipt of said grievance; or, if a hearing is requested, within five (5) days after the conclusion of said hearing. The action taken, the reason(s) for the action, and the contractual clauses relied on by the building principal shall be reduced to writing and copies sent to the bargaining unit member, the Superintendent, the Treasurer of the Board of Education, and the President of the Association.

### 3. Level Three - Formal

If the action taken by the building principal does not resolve the grievance to the satisfaction of the bargaining unit member, such bargaining unit member may appeal in writing to the Superintendent. Such appeal shall include the reasons for the appeal. Failure to file such an appeal within five (5) days from receipt of the written notice of the principal's action on said

grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent within five (5) days after receipt of the request. Such hearing shall be held at a time which shall be reasonably convenient for all parties.

The grieving bargaining unit member shall be advised, in writing, of the time, place, and date of such hearing, which shall be reasonably convenient for all parties.

The Superintendent shall take action on the appeal of the grievance within ten (10) days after receipt of the appeal, or if a hearing is requested, ten (10) days after the conclusion of such hearing.

The action taken, the reasons for the action, and the contractual clauses relied on by the Superintendent shall be reduced to writing and copies sent to the bargaining unit member, the building principal, Treasurer of the Board, and the President of the Association.

#### 4. Level Four

If the aggrieved bargaining unit member is not satisfied with the disposition at Level Three, he/she may request, through the Association, that the issue be submitted to arbitration within five (5) days after receipt of the written notice of the action taken by the Superintendent.

From the date that the letter from the Association President is received by the Superintendent, no arbitration shall take place for a period of sixty (60) days. During that time period, mediation may take place. If mediation is utilized, the mediator will be provided by the Federal Mediation and Conciliation Service (FMCS). Once mediation has occurred, the parties may agree to waive the sixty days and proceed with the arbitration process.

Within five (5) days following receipt by the President of the grievant's request for arbitration, the Board or its designated representative and the Association shall mutually petition the American Arbitration Association to provide both parties with a list of seven (7) names from which an arbitrator will be selected by the alternate strike method and notified in accordance with the rules of the American Arbitration Association. The toss of a coin will determine who strikes first. Either party has the right to request a second list.

Once the arbitrator has been selected, he or she shall proceed with the arbitration on the grievance in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add, subtract from, modify, change, or alter any of the provisions of this Collective Bargaining Contract; nor add to, detract from, or modify the language therein; nor make any award which is inconsistent with the terms of this Agreement.

All expenses for the arbitrator shall be shared equally by the Board and the Association.

## ARTICLE IV - EXCLUSIVE RIGHTS OF THE ASSOCIATION

The Association shall be granted the following sole and exclusive organizational rights as the bargaining agent:

1. Bulletin Board  
Use of faculty bulletin boards located in faculty rooms provided for instructional staff information. Easily accessible space shall be provided for this purpose in each building. The materials so posted shall be signed by the individual issuing such information.
2. Faculty Meetings  
To make organizational announcements at the conclusion of general faculty meetings.
3. Public Address System  
Use of all building public address systems for Association meeting announcements in keeping with normal building procedure.
4. School Mail  
Use of the internal system of the school mail for distribution of Association materials provided, however, that no designation, insignia, or other identification shall be affixed to such mail boxes to designate member or non-member of the Association.
5. Board Agenda  
At the Association President's request, the Board shall provide a copy of the agenda for the upcoming Board meeting. Said agenda and any proposed policy changes shall be provided to the Association President no later than the Friday before a regular meeting of the Board.
6. Board Minutes  
The minutes and any attachments thereto of all meetings within ten (10) days after they have been approved by the Board.
7. Treasurer's Report  
The Board shall provide the Association President, upon completion, the Treasurer's June Report showing actual receipts and expenditures.
8. Association/Superintendent Meeting  
Upon request of the Association President, the Superintendent shall meet with the President and other Association representatives to discuss Association concerns.  
  
If these concerns are not resolved to the Association's satisfaction, then the President and other Association representatives shall have the opportunity to discuss the matter at the next regular or special meeting of the Board held no less than seven days nor more than thirty days after receipt of a request to appear before the Board. If the subject of the matter is as authorized in Section 121.22 of the Ohio Revised Code or as provided in Article II Paragraph A of this agreement, such meeting shall be in executive session.

9. Use of School Building

The right to use school buildings to conduct the business of the Association shall be granted upon written notice to the Building Principal. Such use shall be at no cost to the Association except the Association shall reimburse the board for any actual costs incurred by reason of the Association's use.

The Building Principal shall deny the Association's use of the building if such use reasonably interferes with the scheduled use of the building.

10. Use of School Equipment

The right to use school equipment to conduct the business of the Association shall be granted when such use does not interfere with the school use of such equipment. Such equipment shall not be removed from school premises.

The Association shall reimburse the Board for all supplies expended by such use and shall be liable for all damage to such equipment except as may be incurred by normal wear.

11. Teacher Orientation

Upon request, the Association shall have an opportunity to appear on the orientation program for new bargaining unit members. The presentation shall be for the exclusive purpose of explaining services offered by the Association and soliciting membership and shall not exceed thirty (30) minutes in duration.

12. Board Meeting

If after following the procedures identified under #8 above, the matter is not resolved, then a representative appointed by the Association shall be granted time to speak at regular Board meetings during the time reserved for public discussion and in accordance with the rules governing public discussion. These rules shall not limit the topic for discussion.

13. Building Liaison Councils

The bargaining unit members of each school will elect a Building Advisory Council, which may meet with building administrator(s) not more than once each month, upon the request of either party. (Additional meetings may be held with the approval of a majority of the Council members and of the building principal.) Meetings may be held during the school day, if substitute teachers are not required.

Concerns for discussion at these meetings could include school problems and practices, suggested revisions in building rules, and the implementation of the building rules. The Council will function as an advisory body to assist in the effective operation of each school. In the event that such concerns cannot be resolved by the Building Advisory Council, either party to the Council may address their concerns to the Superintendent.

The Council shall consist of not more than one (1) member for every ten (10) full time equivalent bargaining unit members in the building. Such members will be nominated annually by the bargaining unit Board of Directors and elected by the bargaining unit members within the building. No committee shall contain less than three members. The Superintendent may appoint one (1) additional bargaining unit member to promote an equitable building representation.

Should subsequent laws in the State of Ohio governing building advisory council be enacted, this section of the contract will be reopened in order to adapt the Council to such requirements as may be lawfully adopted.

## ARTICLE V - TERMS AND CONDITIONS OF EMPLOYMENT

### A. Personnel Files

1. A bargaining unit member shall have the right to review his or her own personnel file upon reasonable request. At the discretion of the Superintendent, such review shall be in the presence of the Superintendent or his/her designee. Information which has been given in confidence to the Board in the nature of personnel references or sent by educational agencies may be removed prior to the review by the bargaining unit member. A bargaining unit member has the right to bring a witness of his/her choice to observe the review.
2. Only one (1) personnel file for each bargaining unit member shall be kept for the purposes of employment decisions by the board and the Superintendent. This will be maintained in the central office.
3. No material may be removed from the personnel file by the bargaining unit member or bargaining unit member's agent without the written approval of the Superintendent or his/her designee. Copies of such material shall be made available to the bargaining unit member at the expense of said bargaining unit member.
4. Written reprimands and/or critical letters or items of a disciplinary nature shall be removed, upon the request of a bargaining unit member, from the bargaining unit member's file providing that three years have elapsed from the date of the document.
5. Except for confidential information referred to in subsection one (1) above, a copy of any document placed in a bargaining unit member's file shall be provided to the bargaining unit member at the time of such placement except for documents submitted by the bargaining unit member or documents required to be kept by law or regulations of the Department of Education (certificates, transcripts, etc.).
6. The failure to provide such copy as identified under paragraph 4 above shall be grounds to have such item removed from said bargaining unit member's file, and such failure shall preclude the use of such document in any proceeding in which the document could have otherwise been lawfully submitted. Said document shall be deemed to have been received if it was posted by certified mail to the bargaining unit member's last known address or personally delivered as verified in writing by an administrative representative and witness. If a court of competent jurisdiction subpoenas such document, the Board must comply.
7. The bargaining unit member shall have the opportunity to reply to all material in a written statement to be attached to the filed copy. The bargaining unit member shall acknowledge that he/she has read the material by having the following statement attached to the copy to be filed with the material and with the bargaining unit member. "His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been received by the bargaining unit member."
8. Anonymous letters or materials shall not be placed in the bargaining unit member's file nor shall they be made a matter of record.

9. All information of an objective nature that will become part of the personnel file shall be accurate. If a dispute arises as to the accuracy of such information, the determination of such accuracy shall be made by the Superintendent who shall not exercise such authority in an arbitrary or capricious manner.

## **B. Definition/Length of Day**

### **1. Pupil Day**

The pupil day for secondary schools shall not be longer than six (6) hours and forty-seven (47) minutes per day, including the lunch period. The pupil day for elementary schools shall not be longer than six (6) hours and fifteen (15) minutes per day, including the lunch period. While the fifth (5<sup>th</sup>) grade is part of the East Liverpool Middle School, the fifth (5<sup>th</sup>) grade student day will be the same as the student day for East Liverpool Middle School.

### **2. Teacher Work Day**

The teacher work day for secondary schools shall not be longer than seven (7) hours and thirteen (13) minutes per day, including the lunch period. The teacher work day for elementary schools and for the fifth (5<sup>th</sup>) grade shall not be longer than seven (7) hours per day, including the lunch period.

## **C. Teacher Complaints/Reprimands**

1. With the express exception of allegations of items of a criminal or unlawful nature, any material job-related complaint made against a bargaining unit member by anyone, and the complaint is deemed to initially be valid, warranting further investigation and could lead to discipline, will be called to the attention of the bargaining unit member within one (1) school day. If the nature of the complaint is such that an investigation is warranted, the bargaining unit member will be afforded the following procedural due process: a written statement of the complaint (identifying the complainant and the specific nature of the complaint), a hearing before the appropriate administrator at a reasonable and mutually agreed upon time, representation, and a written decision from the administrator within five (5) days of the hearing. Any or all of these rights may be waived by the bargaining unit member at any time. In those circumstances when notification was required for the first complaint, should a subsequent complaint of the same or similar nature be made against the same bargaining unit member within three (3) years of the initial complaint, an investigation may be conducted without notifying the bargaining unit member in advance.
2. Any verbal or written reprimand of a bargaining unit member by a supervisor, administrator, or other agent of the Board shall be made in confidence and never in the presence of pupils, parents of pupils, staff members, or other individuals. The bargaining unit member shall be entitled to have representation present. Rebuttal does not deny the bargaining unit member the right to file a grievance. All administrators, bargaining unit members, and agents of the Board shall demonstrate professionalism at all times.

## **D. Absence Reporting**

1. All bargaining unit members, when it is deemed necessary to be absent from their assignments because of illness or emergency, shall report such absence prior to the close of the administration's office the day before or by no later than 6:45 A.M. of the day of the absence. The administration will provide an electronic answering device to record such reported absences from staff members.

2. Unless a substitute is needed for less than one half of a day, the administration shall make every reasonable effort to secure qualified substitutes.

**E. Lesson Plans**

Bargaining unit members will be required to submit a copy of their lesson plans to the administration on a weekly basis, but will not be required to code their lesson plans. However, bargaining unit members who have been placed on a plan of improvement for instructional reasons may be required to cite the academic content standards in their lesson plans. The Board and the Association agree that daily lesson plans shall give direction for instruction and implementation of courses of study. Bargaining unit members will provide evidence, upon request, that lesson plans do implement the courses of study, academic content standards, and Individual Educational Plan (IEP).

**F. Collection of Money**

Bargaining unit members shall deposit money collected from students with the appropriate person on a daily basis.

**G. Effects of Student Tardiness**

Interruptions through student tardiness to school impact the instructional effectiveness of each building. To this end, each school will develop an adequate "tardy to school" policy to counter this effect. If bargaining unit members accurately monitor, report, and record tardies to school, bargaining unit members will not be required to administer disciplinary action.

**H. Class Size**

1. Recognizing the importance of promoting quality instruction, the Board and Association jointly express the importance of maintaining small class sizes. The Board shall comply with the state standards for class size. However, the Board will demonstrate good faith in attempting to maintain class size of:

Kindergarten: less than 20 students  
Grades 1 - 5: less than 22 students  
Grades 6 - 12: less than 25 students

2. No academic class shall exceed the following maximum enrollments during any given school day:

Kindergarten: 30 students  
Grades 1 - 6: 32 students  
Grades 7 - 12: 34 students

Before enrollments would reach these levels, the Administration will implement strategies to keep enrollments below these maximums. Such strategies may include, but not be limited to, securing additional staff, transferring students to other buildings or programs, or adding additional sections.

3. For the purpose of this section, academic classes shall be defined as integrated language arts, mathematics, science, social studies, foreign language, health, physical education (for credit),

business education, fine arts (for credit), and all other credit classes, except as identified under paragraph 4 of this section.

Before enrollments in non-academic classes reach the level identified under paragraph 2 of this section, the administration will work to develop strategies to reduce enrollments in these classes. Affected bargaining unit members shall be afforded the opportunity to participate in the development of these strategies.

4. Band and choir are specifically excluded from this section.
5. Class sizes in special education programs shall conform to the following limits:
  - a. Multi-Handicapped (MH)
    - 1) One special class/learning center teacher shall serve not more than the maximum permitted by Ohio law and the Ohio Department of Education.
    - 2) No more than eight children shall be served during any one instructional period.
  - b. Emotionally Disturbed (ED)
    - 1) One special class/learning center teacher shall serve six to twelve children.
    - 2) No more than ten children shall be served during any one instructional period.
  - c. Cognitively Disabled (CD)
    - 1) One special class/learning center teacher shall serve eight to sixteen children at the elementary, middle or junior high school levels, or twelve to twenty-four children at the senior high school level.
    - 2) During any one instructional period, no more than twelve children at the elementary, middle or junior high school levels, or no more than sixteen children at the senior high school level shall be served.
  - d. Learning Disabled (LD)
    - 1) One special class/learning center teacher shall serve eight to sixteen children at the elementary, middle or junior high school levels, or twelve to twenty-four children at the senior high school levels.
    - 2) No more than twelve children shall be served during any one instructional period.
  - e. Cross-categorical Services
    - 1) Cross-categorical services (Alternative Services Delivery Option) encompass those classes in which students with different disabilities (such as MH, ED, CD, and LD) are being served during one instructional period.
    - 2) Cross-categorical classes shall comply with state guidelines for class size.
6. To the maximum extent possible, classes will be scheduled at times that will lend themselves to equalizing enrollment.
7. For the purposes of intra-district or inter-district open enrollment, spaces will be considered available only in those classes at the middle school or in the elementary schools with 25 or fewer students. For the purposes of intra-district or inter-district open enrollment, spaces will be considered available at the high school only in those classes taught by bargaining unit members

serving 140 or fewer students per day. While application for open enrollment/tuition are accepted annually, any student who has attended the same school for two consecutive years will not count in the above enrollment caps. However, the children of bargaining unit members shall be accepted regardless of enrollment.

#### **I. Professional Period Time**

1. Professional periods are those times without students or duties assigned. These times are regularly assigned for bargaining unit members to perform activities that support and enhance either instruction or the delivery of the bargaining unit member's services, in accordance with the approved job description. It is recognized that bargaining unit members may need to utilize some professional period time for the accomplishment of personal tasks. Bargaining unit members may not abuse such time as devoted to these personal tasks.
2. A minimum of ten percent (10%) of the pupil day (excluding lunch) shall be assigned as professional period time. Any bargaining unit member who is assigned less than ten percent (10%) of the pupil day (excluding lunch) as professional period time shall receive a credit of professional period time as follows. The assigned professional period time shall be subtracted from the minimum established under this section and multiplied by one hundred eighty (180). Bargaining unit members will make application in the same manner as applying for professional leave. This credit of professional period time shall be used for any of the purposes recognized under paragraph one of this section. Priority will be given to collaborative planning.
3. While time will not be assigned outside of the student day for collaborative planning, both the Association and the Board of Education promote and encourage collaborative planning.
4. Each bargaining unit member shall have at least one uninterrupted professional period daily.
5. This period of time shall be a normal class period at the high school and at the middle school.
6. This period shall be approximately 30 minutes five times a week at the elementary schools. To the maximum extent possible, planning time will be scheduled on a daily basis.
7. All professional period time will be scheduled during the school day while students are scheduled to be present.
8. Consideration will be given by the administration to equalize time for periods throughout the school year.
9. In the event that a bargaining unit members loses the equivalent of one (1) professional period time over the course of one week due to scheduling of activities within the building, the provisions of Article VII Section I will apply. For the purposes of this section, a week is defined as any five (5) consecutive school days.

#### **J. Teacher Lunch Period**

All bargaining unit members shall be provided at least 30 consecutive minutes of duty free lunch time per day.

## K. Notice of Vacancies Notice and Procedure for Staffing Positions

### Subsection 1. Notice and Procedure for Staff

1. The Superintendent shall prepare a list of all vacancies as soon as they become known. A vacancy shall be defined as any position resulting from:
  - a. The transfer of an employee to another position;
  - b. The resignation, termination, non-renewal, or death of an employee;
  - c. An employee's assuming a non-bargaining unit position;
  - d. The creation of a new position
2. All vacancies for certified staff, regardless of position, or whether the vacancies imply a promotion, shall be posted conspicuously on the bulletin board in each office near the employee mailboxes in every building during the school year. Also, a copy of each vacancy notice will be provided to each bargaining unit building representative. When school is not in session, all bargaining unit members shall be notified of vacancies in writing by the Superintendent or designee. All notices will be indelibly dated at the time of posting.
3. The Association President shall be sent a copy of all posted vacancies.
4. Each posting shall include the following:
  - a. Position(s) available (by building)
  - b. Certification/Licensure and requirements for job
  - c. Deadline for application
  - d. Effective starting date
  - e. Any additional pertinent information
5. A person hired to fill a posted vacancy must possess all of the posted minimum qualifications for the vacancies.
6. Bargaining unit members shall apply for the posted vacancy in writing. The member shall provide the Superintendent with contact information when school is not in session. This information shall include a phone number, a mailing address, and an electronic mail address if available.
7. If no applications are received within five (5) school days for postings between September 1 and June 1, seven (7) calendar days for postings between June 2 and August 10, and three (3) week days for postings between August 11 and August 31, of the date of posting of the notice (or the postmark on mailings), it will be assumed that there is no interest in the position among staff members.
8. For each vacancy, the Superintendent will contact the bargaining unit members who applied pursuant to the posting and who meet the posted qualifications, in order from the most senior certificated bargaining unit member to the least senior certificated bargaining unit member who has applied until the position is filled. The Superintendent will staff the vacant position with the most senior certificated bargaining unit member who accepts the assignment as the applicants are contacted.

9. The bargaining unit member selected to fill the vacancy shall be notified before any public notification.
10. After the staffing procedure has been completed and no bargaining unit member accepts the vacant position for which an appointment is being sought, the Superintendent may consider applicants who are not bargaining unit members.

**Subsection 2. Displaced Bargaining Unit Members**

A displaced bargaining unit member is a bargaining unit member whose position has been eliminated due to staffing needs (as determined by enrollment) or by a reduction in force.

A displaced bargaining unit member shall be afforded the opportunity to transfer voluntarily to any vacant position (for which the bargaining unit member holds certification) prior to the transfer of any other bargaining unit member. If the displaced bargaining unit member does not exercise this transfer option within five (5) working days of the posting of the next position for which the bargaining unit member holds certification, the administration may involuntarily transfer said bargaining unit member or implement the staffing procedure described in Subsection 2.

**L. Involuntary Transfer/Reassignment**

1. Every effort shall be made to avoid involuntary transfers by fully utilizing the voluntary transfer procedure. If the Superintendent directs an involuntary transfer in the building, other buildings, subject (subject not traditionally taught), or grade level, written notification thereof shall be given to the involved bargaining unit member(s), unless an emergency arises, by August 1 preceding the effective date of said voluntary transfer. No teacher shall be involuntarily transferred arbitrarily or capriciously.
2. When involuntary transfers are necessary due to a staffing need, a bargaining unit member's area of certification, and his/her teaching experience, and his/her seniority in the East Liverpool City School District (least senior to be first transferred) will be used as criteria in determining if a member is to be transferred. Bargaining unit members being involuntarily transferred will be assigned only to a position for which they are fully and properly certified.
3. Any bargaining unit member involuntarily transferred after August 1, as provided herein, shall be released from his/her contract of employment upon application to the Board.
4. In discussing an involuntary transfer, there will be a meeting (within five (5) days of a written request) of the bargaining unit member(s) involved and the Superintendent or his/her designee to explain the circumstances of the transfer. The involved bargaining unit member(s) may request representation of his/her choosing for the meeting. The involved bargaining unit member(s) shall be given the reasons for the transfer, in writing, prior to the aforementioned meeting.

**M. Teaching Assignments**

A reasonable effort shall be made to assign personnel in writing on or before July 15. Failure to be so notified shall be deemed as assignment to the same position as was held at the close of the current school year, except as provided in Section L of this Article.

**N. Length of School Year**

The length of the school year shall be one hundred eighty-three (183) days, of which one hundred eighty (180) shall be for direct instruction (which shall include the equivalent of two parent-teacher conference days) and three inservice days.

Bargaining unit members shall be afforded the option of a "work day." If utilized, such day may be taken during the week prior to the bargaining unit member's first regularly scheduled work day or during the week following the last regularly scheduled work day for that bargaining unit member's school year. Bargaining unit members exercising this option will be compensated with one (1) additional sick leave day to the credit of his/her sick leave balance. The "work day" will comply with the "Teacher Work Day" provisions of Article V(B)(2).

**O. Attendance when Schools Are Closed for Emergencies**

Bargaining unit members shall not be required to report or remain at work when the school(s) are officially closed as a result of disease, epidemic, hazardous weather conditions, damage to a school building or other temporary circumstances due to utility failure rendering the school building unfit for school use. When a school(s) is closed during a school day, bargaining unit members shall remain on duty for not more than thirty minutes. Bargaining unit members requested and volunteering to remain on duty for more than thirty minutes after students are dismissed or after the regular work day shall be compensated at the detention monitor rate.

**P. Parent Conference Days**

1. Bargaining unit members may be required to attend parent conferences, which may be held during the evening hours, provided, however, that in no event shall the total time required of bargaining unit members exceed the length of the school day specified in Article V Section B over a two (2) day period.
2. With those parent conferences outside the parent conference day, the bargaining unit member shall be notified and consulted prior to their scheduling. Notification to the bargaining unit member shall include the names of the parties who will be present and the issue(s) precipitating the conference.
3. Parent teacher conferences will be 6 hours in length per scheduled day, and said conferences shall begin fifteen (15) minutes following the teacher work day as defined in Article V, Section B(2). Further, bargaining unit members required to attend such conferences shall be provided with a break of not less than one (1) hour during this time. No more than two (2) such evening conferences shall be held in the school year.
4. Schools shall be closed on the next scheduled day following such evening conferences.
5. If a parent is unable to meet during the parent-teacher conference or needs more than the allotted conference time, the teacher shall meet with the parent(s) at the teacher's convenience, during the teacher's conference/planning period.

**Q. Length of Inservice Days**

The length of the work day for all scheduled inservice days shall be the same for all bargaining unit members.

**R. Work Environment**

1. Lunch Areas - Bargaining unit members shall be provided with a lunch area separate from students.
2. By April 1 of each year, bargaining unit members will be given the opportunity to request supplies for his/her instructional assignment for the following school year through the building principal. Also, the Board shall provide the following materials and office supplies: copy paper, chalk, erasers, tape, computer supplies, copy machine transparencies, transparency markers, student workbooks, dry erase supplies, staples, paper clips, and rubber surgical gloves. When possible, the Board shall provide other materials, office supplies, classroom computers, computer peripherals, and maintenance of instructional equipment for bargaining unit members to perform their jobs.
3. Each class shall have either chalkboard or whiteboard space to complement instruction.
4. A workable exhaust fan or ventilator shall be installed in all classrooms, restrooms, and workrooms that do not have windows.
5. Public address interruptions shall only be at the beginning and end of the school day. Exceptions to this practice may be made upon the approval of the building principal or his/her designee when he/she feels that the announcement is essential for the operation of the school. Bargaining unit members will not be held accountable for announcements made over the public address system when the bargaining unit member is assigned to an area without public address service.
6. No less than one (1) room in each building furnished and properly vented shall be reserved for use as a faculty room.
7. There shall be clean, well-lighted faculty restrooms in each building.
8. Heat shall be maintained at a level which is conducive to a learning environment.
9. All classrooms shall be cleaned daily by the janitorial staff.
10. All bargaining unit members shall be afforded a safe and healthy physical work environment.
11. During the first year of this agreement, the Association and administration will convene a committee consisting of six representatives, each appointed by the President of the Association and the Superintendent. The committee will identify areas for the installation of alert systems in alert areas. Said areas will be isolated and/or easily accessed. The administration will take appropriate action on the committee's recommendation.
12. Duplicating, copying, and typewriting equipment shall be made available to the members in each building. Bargaining unit members who have been appropriately trained will be afforded access to such equipment. The administration will make available appropriate training. Bargaining unit members shall report any malfunctions of such equipment to office personnel.

13. Returning bargaining unit members will be afforded access to their classrooms by no later than one week before the opening day meeting for the staff.
14. Teachers will be afforded the ability to make long distance phone calls at their own expense.

**S. Department and Faculty Meetings**

1. Department and faculty meetings will not be held during planning/preparation periods.
2. Department and faculty meetings shall not exceed 60 minutes per meeting. Advance notice of at least forty-eight hours shall be provided for such meetings.

**T. Non-Teaching Duties**

1. Duties include, but are not limited to, supervision of halls, dismissal, A.M. bus, P.M. bus, breakfast, and homeroom.
2. No bargaining unit member shall have more than one uncompensated duty per work day.
3. Duties shall be rotated equitably among all bargaining unit members within a given building. This rotation of duties shall occur at least once annually, except for elementary homerooms and homerooms for self-contained classrooms. Bargaining unit members who teach other than self-contained classrooms shall be afforded the opportunity to request a specific duty.
4. Hall bulletin boards and showcases shall be done on a voluntary basis by bargaining unit members.
5. Bargaining unit members shall not be required to perform the duties of cafeteria employees, such as, food preparation, food service, utensil processing, or cafeteria clean-up.
6. Bargaining unit members shall not be required to perform the duties of custodial employees, for example, maintenance, washing, painting, or cleaning.
7. Attendance statistical summaries will be the responsibility of the administration.
8. Bargaining unit members will not be required to perform the duties of crossing guards.

**U. Non-Teaching Assignments**

1. Non-teaching assignments include, but are not limited to, supervision of students during class period times (e.g., lunch supervision in secondary schools, I.S.P., clinic, etc.)
2. Non-teaching assignments shall be rotated equitably among all available bargaining unit members within a given building. This rotation of assignments shall occur at the

beginning of each school year. Bargaining unit members shall be afforded the opportunity to request a specific non-teaching assignment.

3. No bargaining unit members shall be scheduled for more than one non-teaching assignment during each pupil day, except by mutual agreement between the bargaining unit member and the administration. The length of time for a non-teaching assignment shall not exceed a class period or its approximate equivalent.
4. Bargaining unit members shall be afforded the opportunity to request a non-teaching assignment for a class period in lieu of a regular class, or a teaching assignment for a class period in lieu of a non-teaching assignment.
5. Problems with the implementation of this section will be addressed through Article IV Paragraph 8, of this agreement at the request of either party.
6. For bargaining unit members involved in the development of courses of study, the following considerations may be offered: compensation, released time, professional growth credit, and staff development time. Such considerations are offered by way of example only.
7. Bargaining unit members will be afforded the opportunity to express their interest in serving on a given committee. Such requests will be given consideration by the administration.

**V. Bargaining Unit Member Assistance Program**

1. In the event that a bargaining unit member wishes to receive mentoring services (as provided by Article V Section Y), the bargaining unit member will choose his or her mentor with the mutual agreement of the building administrator. Information maintained or gathered by the mentor will not be used for evaluation purposes. If there is no mutual consent regarding the selection of the mentor, the bargaining unit member and administrator will use alternative strike under the process supervised by the Association President and the Superintendent.
2. A bargaining unit member may refuse to participate in this assistance program. The refusal to participate will be documented on the evaluation form.

**W. Extra Curricular Activity Pay to Chaperons**

The Board does hereby agree to approve the payment from the activities account of clubs and organizations for chaperoning by bargaining unit members of after school extra-curricular functions.

**X. Classification of Middle School**

Pursuant to these provisions (as set forth in Article V Terms and Conditions of Employment), the Middle School (grades six through eight) shall be deemed a secondary school.

**Y. Academic Freedom**

1. The Board and the Association recognize the importance of the creation and the maintenance in the schools of an atmosphere of freedom which maintains an environment for students conducive to investigation, interpretation, analysis and evaluation of information on all sides of the critical issues arising from the prescribed course of study.
2. While academic freedom shall be extended to the professional staff to preclude arbitrary and capricious constraints upon the teaching methods utilized by the individual member, the bargaining unit member shall be held strictly accountable for exercising reasonable and sound judgment in selecting for discussion those issues which he/she deems appropriate when consideration is given to the maturity and understanding of the students involved.
3. Building principals shall have the responsibility to supervise each bargaining unit member with respect to all teaching activity conducted in the building, in accordance with the course of study and curriculum guides as adopted by the Board. Should differences arise between the bargaining unit member and the principal with respect to the acceptable boundaries of academic freedom, the bargaining unit member shall review the matter with the Superintendent, whose determination upon the matter shall be final.

**Z. Parent Initiated Observations**

1. For parent initiated classroom observations, the bargaining unit member shall be notified and consulted prior to the scheduling of such a conference. No observation shall be scheduled prior to the next regular school day.
2. Each parent observation is not to exceed sixty (60) minutes in length. No subsequent observation shall be scheduled until after a parent/teacher conference is held in accordance with Article V Section P. Those in attendance will be the parent, the building administrator (if requested by the bargaining unit member), the bargaining unit member, and any such designated persons as requested by the bargaining unit member pursuant to the Ohio Revised Code Chapter 4117.

Only one child's parents (as defined by the Ohio Revised Code Section 3313.64) shall be permitted to observe in a classroom at a time.

3. All observations by parents shall be limited to those classrooms in which their child(ren) is currently scheduled. In addition, no observations by parents shall be made for placement purposes.

**AA. Individual Professional Development Plan**

1. Each bargaining unit member will complete an Individual Professional Development Plan (IPDP) by September 30. The plan may be modified at any time by the bargaining unit member. The plan will be approved by a building administrator and the Superintendent. A plan denied by a building administrator may be appealed to the Superintendent.
2. The Individual Professional Development Plan may include professional growth, course work, and inservices.

## **BB. Local Professional Development Committee**

### **1. Purpose**

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

### **2. Term of office**

The term of office for members serving on the committee shall be two years.

### **3. Committee Composition and Selection**

a. When the committee is considering the license renewal or professional development of a teacher, the committee shall be comprised of five members as follows:

- 1) Three teachers (one elementary, one middle school, one high school)
- 2) Two administrators

b. When the committee is considering the license renewal or professional development of an administrator, the committee shall be comprised of five members as follows:

- 1) Two teachers (either the elementary, middle school, or high school teacher excusing himself or herself)
- 2) Three administrators

c. The three teacher members shall be appointed by the ELEA president.

d. In the event of an in-term vacancy of a teacher, a replacement teacher shall be appointed by the ELEA President to fulfill the remainder of the term.

### **4. Training**

a. Members of the LPDC shall be afforded the opportunity to attend appropriate training as authorized by the Superintendent. LPDC training shall address the purpose, responsibilities, functioning, and legal requirements of the LPDC.

b. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training. All expenses shall be authorized by the Superintendent.

c. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own individual development plans.

### **5. Members and Compensation**

a. The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in each building their meeting schedule. Additional meetings may be scheduled as necessary.

b. Committee members shall be paid their per diem rate for work performed outside the regular workday or work year; however, the majority of the meetings should be scheduled on release time.

## 6. Appeals Process

Appeals Process shall be initiated by an educator whose professional development plan is not approved by the district LPDC. For the purpose of definition, the "plan" includes all of its components: educator goals, activities, and approval of local continuing education units and university coursework.

Reconsideration shall be the first step in an appeal. If the district LPDC does not approve an educator's professional development plan, the educator has the opportunity to request reconsideration of his/her plan by the committee. This request should be made in writing by the educator to the Chairperson of the district LPDC. During this reconsideration, the educator may submit such additional documentation, explanation or correction to permit approval of the educator's professional development plan by the committee. Following the conclusion of this reconsideration process and deliberation of the district LPDC, the committee shall communicate its approval or lack of approval of the educator's professional development plan in writing and within ten days to the educator. If time does not permit reconsideration by the LPDC, a Third Party Panel Review may be implemented.

A Third Party Panel Review may follow the reconsideration step if the educator does not gain approval of his/her educator's professional development plan by the district LPDC. If the professional development plan is not approved, the educator may request review of his/her plan by an Appeals Panel. This request should be made by the educator in writing to the Chairperson of the district LPDC within ten days following the reconsideration and receipt of the decision of the LPDC by the educator. This panel shall review the educator's professional development plan and its supporting materials exactly as they existed at the conclusion of the reconsideration stage.

The Third Party Review Panel shall consist of three Ohio Certificated/licensed educators. These educators must be employees of the school district.

- One panel member shall be selected by the educator;
- One panel member shall be selected by the district LPDC;
- One panel member shall be mutually selected by the educator and the LPDC.

However, if the panel is hearing the appeal of an administrator, the panel must consist of at least two administrators.

This Review Panel shall meet one time together to conduct a review of the materials, facts, and

- a. Hear from the educator why his/her professional development plan should be approved;
- b. Hear from the district LPDC or a representative why the committee did not approve the plan;
- c. Review the plan, its accompanying materials, the district's policies and procedures for maintaining educator credentials, and applicable Ohio law;
- d. Deliberate and issue a written decision jointly to the educator and the district LPDC within three days.

The decision by this Appeals Panel is the final step in the process. It remains the prerogative of the educator to submit, revise or correct a professional development plan that has not been approved by the district LPDC at any time before, during, or after the Appeals process in order to gain committee approval.

**CC. Inclusion**

For those bargaining unit members initially involved in implementing a service delivery model identified by the Ohio Department of Education's Division of Special Education, training will be provided prior to and during the placement of assigned pupils. The training will be made a part of the Individual Professional Development Plan. Consideration (such as, but not limited to, stipends, release time, professional growth, etc.) for such training will be addressed in the Individual Professional Development Plan. The building administration will promote and encourage collaborative planning.

**DD. Special Education**

All meetings related to the placement of gifted or handicapped pupils will be open to affected bargaining unit members.

All handicapped pupils will be placed in regular education classrooms only in accordance with the student's individual educational plan.

Substitutes will be employed for special education teachers on the days of annual review meetings.

The administration will pre-print as much information as possible on the Individual Education Plan form prior to distribution to the bargaining unit member for development.

The Special Education Supervisor and/or the Superintendent will meet with Special Education teachers to arrange a schedule providing professional leave for those teachers to write IEP's for the students that they serve. Such leave shall be granted in full-day or half-day increments. Teachers will report to the administration building for this purpose, and computers will be made available for their use.

**EE. Student Health Awareness**

By September 30 of each year, the administration will compile a list of individual students with known medical conditions that could affect the health and safety of bargaining unit members, or interfere with bargaining unit members' ability to provide classroom instruction or maintain discipline. Information concerning individual students will be distributed to bargaining unit members assigned to teach or direct those students. Bargaining unit members will treat all student medical information as confidential.

The administration will provide staff development opportunities dealing with student health issues.

**FF. Grade Reporting**

1. Bargaining unit members will be provided with the schedule of dates for grade reporting no later than the end of the first week of each grading period.

2. The deadline for reporting semester examination grades shall be no sooner than the second day following the completion of examinations.
3. The deadline for returning verification sheets shall be no sooner than the next day following the distribution of these sheets to bargaining unit members.

**GG. Board Policy Books**

The policies of the Board of Education will be available on the district's website by January 1, 2002. The website will be updated with all policy additions, deletions, or modifications within ninety (90) days of their approval by the Board of Education. The Association president will be notified in writing when policy changes have been posted to the website. There will be no adverse impact upon bargaining unit members for violations of board policies if the administration fails to establish and maintain current board policies on the website and provide notification of changes.

**HH. Fair Share**

1. Beginning September 1, 2001, each bargaining unit employee who is not a member of the Association shall be obligated to pay to the Association, as a condition of employment, a "fair share fee" for the Association's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. Each bargaining unit employee who is a member of the Association as of September 1, 2001, thereafter must remain a member of the Association, with payroll deduction of dues, or shall be obligated to pay to the Association, as a condition of employment, a "fair share fee" for the Association's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become or remain a member of the Association, nor shall the fair share fee exceed Association dues covering the same period of time.
2. The Association's procedures regarding the collection of agency fees, and its rebate procedures, shall be in accordance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.
3. The deduction of an agency fee by the Board from the payroll check of the employee and its payment to the Association is automatic and does not require written authorization of the employee. The deduction shall commence November 15<sup>th</sup> and continue for twenty (20) consecutive pays.
4. The Association shall indemnify and save the Board, individual Board members, its officers, and its employees harmless against any and all claims, demands, suits, or other forms of liability arising out of any action taken or not taken by the Board or its officers or employees for the purpose of complying with any of the provisions of this Section, provided that:
  - a. The Board shall give thirty (30) day written notice of 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 on matters pertaining to indemnification;

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the actions; and
- d. The Board acted in good faith in an effort to comply with the fair share provision of this agreement. However, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except to court order) or misapplies such fair share fee provision herein.

## II. Master Teacher Committee

1. A Master Teacher Committee shall be created in the 2009-2010 school year for the purpose of establishing procedures whereby Board employees may become and/or maintain the designation of "master teacher" according to standards set forth by the state of Ohio.
2. The committee shall be clothed with all authority afforded it under Ohio law and under the Ohio Educator Standards Board in order to carry out its mission and to make decisions as to how it shall function.
3. Important functions of the committee shall include but not be limited to constructing district timelines to oversee and verify candidate eligibility, using state designated forms to properly process candidates, providing "master teacher" program information to employees, communicating the compilation of candidates' scores to appropriate individuals, maintaining required records, and submitting required information to the EMIS coordinator.
4. The committee shall consist of a total of seven (7) Board employees as follows: two (2) elementary teachers, two (2) middle school teachers, two (2) high school teachers and one (1) administrator. Said committee teachers shall be chosen by the current Association President with approval by its Executive Committee. The committee administrator shall be chosen by the district's Superintendent of Schools.
5. Notwithstanding Paragraph 4 in this subsection, the Association President shall invite any National Board Certified bargaining unit member to serve on the committee, though such members shall not be required to serve on the committee. Furthermore, for the 2009-10 school year, the committee members shall be appointed to staggered terms of one (1) year, two (2) years and three (3) years so that an equal number (two) of them shall fill said terms. Upon the expiration of these staggered terms, teacher members of the committee shall thereafter be appointed for a term of three (3) years. The term for the administrator serving on the committee shall be determined by the district's Superintendent of schools, but in no case shall exceed three (3) years. Furthermore, it shall be the goal of the committee that in subsequent years teacher member appointments shall consist of "master teachers" who have achieved "master teacher" status through the committee.

6. The committee shall choose a chairperson annually by a simple majority vote. The duties of the chairperson shall include but not be limited to attending all meetings and facilitating them, maintaining a written record of meeting attendees, receiving all candidate applications, preparing candidate applications for blind readings by committee members, taking notes during meetings, or assigning note taking to another member, maintaining and storing all records and forms, sending application results to appropriate individuals, receiving written correspondence, including appeals by candidates and remaining impartial by not scoring applicant documents.
7. Two (2) teacher members of the committee shall read and score each application solely according to the scoring guide based on the criteria in the Ohio Standards for the Teaching Profession, and the committee shall assign such members by attempting to closely match the candidate to these committee members by either grade level and/or subject. If the two (2) assigned committee members disagree regarding the recommendation of an applicant, then the committee shall assign a third teacher member to read and score the application. Applicants will receive recommendations by a majority vote of the assigned teacher members.
8. An applicant may submit to the committee chair an appeal in writing, within thirty (30) calendar days of receiving any written decision to deny the status of "master teacher" to the applicant. Upon receiving such appeal, the committee chairperson shall set an appeal meeting for the applicant to meet with members of the committee. Said meeting shall be held no later than sixty (60) calendar days from receipt by the chairperson of the written appeal. Within thirty (30) days of this appeal meeting the committee shall render a final decision to the applicant. No decision by the committee shall be subject to the grievance procedure in Article III.
9. There shall be at least four (4) required meetings of the committee during each school year. Committee members shall be paid their per diem rate for work performed outside the regular workday or work year. However, it is the intent that the meetings be scheduled on a mix of release time and time beyond the workday or work year. The committee chairperson shall receive an additional Ten Dollars (\$10.00) per hour beyond his/her per diem rate to compensate for additional duties as specified in Paragraph 6 above.

## ARTICLE VI - BENEFITS

### A. Sick Leave

1. Sick leave shall be accumulated at the rate of one and one quarter (1 1/4) days for each completed month of service, not to exceed fifteen (15) days per school year. In the event a bargaining unit member does not complete a complete month, the amount of sick leave credited for that month shall be pro-rated at the 1 1/4 rate. All sick leave days shall be cumulative, and any and all unused portions of the monthly allowance shall be credited to the bargaining unit member's leave total. The bargaining unit member shall accumulate a maximum of two hundred seventy-five (275) days. In the event the bargaining unit member has used all sick leave, the Board shall, upon request, advance five (5) sick days.
2. Sick leave for bargaining unit members employed on other than a full-time basis shall be credited and deducted at the proportioned rate set forth in their contract of employment.
3. A bargaining unit member shall be granted sick leave for absences due to personal illness, injury, pregnancy, exposure to contagious disease (which would be communicated to other employees or children), and absence due to illness or death in the immediate family. Sick leave shall be granted as authorized by this policy and shall be limited to the maximum sick leave accumulated by the bargaining unit member or advance pursuant to the paragraphs above.
4. The immediate family shall be defined as: father, spouse, mother, brother, sister, son, daughter, grandmother, grandfather, grandson, granddaughter, legal guardian, or foster or stepparents of said bargaining unit member or his/her spouse, or any person who clearly stands in the same relationship with the bargaining unit member as any of those so specified.
5. After noting questionable absence, the Superintendent may require from a bargaining unit member appropriate and reasonable documentation or proof of the condition or circumstances which authorizes the use of such leave.
6. Sick leave may not be used for routine medical or dental examinations or appointments.
7. Bargaining unit members who have exhausted all available leave and who are not eligible for disability retirement may receive a lifetime contribution of up to thirty (30) additional sick leave days contributed by other bargaining unit members from their accumulated sick leave. Bargaining unit members are limited to donating a maximum of five (5) sick leave days per year to any bargaining unit member(s). Those days contributed will be deducted from the sick leave totals of the donors and will not count for purposes of Recognition Pay.

### B. Court Duty Leave

1. A bargaining unit member who is summoned for jury duty shall be granted all necessary leave.
2. A bargaining unit member who is subpoenaed to appear before a court as a witness, plaintiff, or defendant in a legal proceeding or before an agency as a witness shall be granted all necessary leave. This leave shall only be granted when the situation is school or job related.

3. The bargaining unit member's compensation for both leaves as indicated above shall be with pay if the compensation received from the court for the services performed is remitted to the Board less transportation expenses paid by the court and expressly denominated as such.
4. Teachers subpoenaed to an arbitration or hearing before the State Employment Relations Board on behalf of the Association or the Board will be granted court leave.
5. Leave granted under the terms of this section shall not be counted for purposes of Recognition Pay.

**C. Leave of Absence – Unpaid For Educational, Professional or Other Purposes**

**1. Leaves for more than one (1) school day for educational, professional, or other purposes:**

Upon the application of a bargaining unit member who has completed two (2) years in the East Liverpool City School District, a leave of absence shall be granted, without pay, not to exceed the remainder of the current school year and one additional school year thereafter, for educational, professional, or other purposes that are not for illness or other disability, as follows:

- a. No more than 5% (five percent) of the bargaining unit members shall be on a leave of absence, authorized pursuant to this section, concurrently.
- b. No bargaining unit member who previously has been granted an unpaid leave of absence shall be granted another leave while there is one or more eligible applicants for the first leave of absence.
- c. No bargaining unit member shall be granted a leave to seek, pursue, or to engage in gainful employment unless expressly authorized in advance by the Board. Any bargaining unit member granted leave hereunder who violates this subsection shall be deemed to have abandoned his/her employment contract and all rights and privileges of employment with the East Liverpool City School District shall be terminated. Summer employment shall not be affected by this policy.
- d. The term of the leave shall be scheduled, to the extent possible, to cause the least disruption to the educational program. The bargaining unit member shall advise the Board of the commencement of the leave as far in advance as possible and shall state the date of termination of such leave in the application. Failure to state the termination date shall be deemed a termination date at the beginning of the next ensuing school year. The request will be submitted to the Board for its review and possible approval. Therefore, requests for leave must be submitted to the Superintendent at least five (5) days before the next Board meeting. However, in the event that the circumstances necessitating the leave become known less than five (5) days prior to said Board meeting, the bargaining unit member shall notify the Board as soon as the need is known, and a special Board meeting shall be held to consider the request.
- e. No bargaining unit member shall return to service prior to the expiration date of such leave without the express written approval of the superintendent. Any bargaining unit member who does not return to service at the stated termination date of such leave shall be deemed

as having abandoned his/her contract and all rights and privileges of employment shall thereupon be terminated.

- f. Upon return to service of a bargaining unit member from leave, such bargaining unit member shall resume the contract status that the teacher held prior to the leave of absence, but the teacher is not guaranteed to be assigned to his/her former teaching position except when the leave is less than one (1) semester, in which case the bargaining unit member shall be returned to his/her same position. The superintendent may choose to terminate the employment of the teacher hired exclusively to replace the returning teacher or to continue the employment of the teacher hired to replace the teacher on leave. Termination is accomplished by providing notice to the teacher.
  - g. Seniority in the district shall not be affected by leave under this policy.
  - h. Bargaining unit members, taking leave under this policy, shall be permitted to continue any and all fringe benefits by making monthly payments to the treasurer. This provision is superseded if the bargaining unit member is eligible for coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
  - i. Military leaves of absence shall be approved in accordance with law.
2. Unpaid leaves for any bargaining unit member for one (1) day for educational, professional, or other purposes must be submitted to the Superintendent for approval at least five (5) school days before the date the leave is to begin. However, in the event that the circumstances necessitating the leave become known less than five (5) days prior to the need for the leave, the bargaining unit member shall notify the Superintendent as soon as the need is known for consideration. The decision of the Superintendent shall not be subject to challenge, including through the grievance procedure. Short-term unpaid leaves that are not for educational or professional purposes shall only be considered for special family events/commemorations.

**D. Leaves of Absence – Unpaid for Illness or Other Disability**

- 1. Except as otherwise set forth in this section, unpaid leaves of absence for illness or other disability shall be granted in accordance with Ohio law as in effect on September 20, 2011.
  - a. No bargaining unit member shall return to service prior to the expiration date of such leave without the express written approval of the Superintendent. Any bargaining unit member who does not return to service at the stated termination date of such leave shall be deemed as having abandoned his/her contract and all rights and privileges of employment shall thereupon be terminated.
  - b. Upon return to service of a bargaining unit member from leave, such bargaining unit member shall resume the contract status that the teacher held prior to the leave of absence, but the teacher is not guaranteed to be assigned to his/her former teaching position except that if the leave requested is for less than one (1) semester, the bargaining unit member shall be returned to his/her former position. The Superintendent may choose to terminate the employment of the teacher hired exclusively to replace the returning teacher or to continue the employment of the

teacher hired to replace the teacher on leave. Termination is accomplished by providing notice to the teacher.

- c. Seniority in the district shall not be affected by leave under this policy.
- d. Bargaining unit members, taking leave under this policy, shall be permitted to continue any and all fringe benefits by making monthly payments to the Treasurer. This provision is superseded if the bargaining unit member is eligible for coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA). However, if the leave exceeds the length of time during which the bargaining unit member would be eligible for COBRA, the member shall be permitted to continue any and all fringe benefits as described in this section for the duration of the approved leave.
- e. Bargaining unit members shall not work another job, including self-employment, during this approved leave.

#### **E. Assault Leave**

1. Any bargaining unit member assaulted while in the course of such bargaining unit member's employment and temporarily disabled by any injury resulting from such assault as documented by a physician, shall remain on the payroll as a regular bargaining unit member and shall receive all benefits as if on sick leave as hereinafter provided until released to return to work by the physician. The bargaining unit member shall apply for Worker's Compensation benefits. If the Worker's Compensation benefits are paid, the Board shall pay to such bargaining unit member the difference between the benefits received and the bargaining unit member's regular salary. There shall be no deduction from the accumulated sick leave of a bargaining unit member on assault leave.
2. The Board of Education may require a second opinion regarding such disability. The Board of Education shall bear the cost of this opinion. Should such second opinion be in conflict with the first opinion, the parties shall mutually select a provider for a third opinion, which shall be binding on all parties.
3. In the event that a bargaining unit member applies for and qualifies for disability retirement, all days of absence due to the assault shall be charged to sick leave.

#### **F. Personal Leave**

1. Bargaining unit members shall be granted not more than three (3) days of personal leave annually without loss of pay. Approved personal leave shall not be charged to sick leave. Except in cases of urgent necessity, application for such leave shall be made in writing to the Superintendent five (5) days prior to the beginning of such leave.
2. Upon certification by the bargaining unit member that the purposes of restricted leave have been authorized pursuant to this policy, the Superintendent shall approve the application. No more than five percent (5%) of the certificated staff in any building shall be granted personal leave at the same time, unless such calculation results in fewer than two (2) teachers being permitted to utilize personal leave.

3. Fractions shall be rounded to the next whole number. Upon approval of the building principal, the 5% limitation may be waived. No personal leave shall be taken on the day before or following a scheduled school holiday, unless approved by the superintendent.
4. Unused personal leave shall be converted to sick leave at the end of the school year.

#### **G. Professional Leave**

1. Upon the prior approval of the Superintendent, a bargaining unit member may be granted professional leave for professional meetings, clinics, school visitations, workshops or student related activities without loss of pay.
2. Bargaining unit members shall submit requests for professional leave to the Superintendent.
3. If a bargaining unit member is required by the Board and/or the Superintendent to attend an event as described in sub section 1 above, the Board shall pay all actual and necessary expenses incurred by said member.
4. Except as otherwise provided in sub section 3 above, the Board shall pay the bargaining unit member such necessary and related expenses incurred by a member to the extent and in the amounts authorized by Board Policy.
5. All expenses shall be evidenced by receipts as may be required by Board Policy.

#### **H. Association Leave**

1. The Association shall have in the aggregate twelve (12) days per school year for professional development activities. The Association President shall submit a notice for such leave to the Superintendent, stating the purpose of the leave.
2. The Association shall reimburse the Board for the cost of substitute teachers who are employed for the specific purpose of substituting for the member on said leave.
3. The rate of reimbursement shall be the prevailing rate per day per substitutes.
4. When substitutes are not employed, there shall not be any reimbursement.
5. Not more than three bargaining unit members from the same building shall be permitted to use Association Leave unless substitute teachers are available at least three days prior to the beginning of such leave.

#### **I. Tuition Waiver**

1. The Board agrees to accept the children of bargaining unit members holding legal custody of such children as tuition students if the bargaining unit member lives outside the legal boundaries of the school district.
2. The Board will waive the tuition fee normally assessed those children of bargaining unit members accepted for enrollment pursuant to paragraph 1 above.

3. Both parties agree that said students accepted without the payment of tuition will be considered to be in authorized attendance, pursuant to Chapter 3317 of the Ohio Revised Code.

**J. Retirement Pick-Up**

The Board hereby agrees to maintain a program authorizing a "paper pick-up" of retirement contributions by bargaining unit members. Such employee contributions, however, will continue to be made by the bargaining unit members. Should subsequent court or governmental rulings disallow such a "paper pick-up," this section will be null and void.

**K. Life Insurance**

1. The Board shall fully pay for and provide each certificated employee with a group term life insurance policy with a death benefit of Forty Thousand Dollars (\$40,000) (with a double indemnity accidental death provision and dismemberment provision to be included), in accordance with the Medical Life Insurance Company Certificate H889974 Class II (as appears in Appendix R).
2. Also to be made available to bargaining unit members will be the opportunity to purchase up to \$100,000 in voluntary additional term life insurance and \$10,000 of coverage for a spouse. All voluntary purchases will be in units of \$10,000, subject to insurability and at rates determined by the insurance carrier. Payments through payroll deduction will be available. Coverage will begin on the first day of the month following the acceptance of the application by the insurance company. At least two (2) bargaining unit members must enroll for this provision to be implemented.

**L. Health Insurance Plan**

1. The Board shall provide each eligible bargaining unit member and his/her family with a health, dental, vision, and prescription insurance plan, in accordance with the specifications that appear in Appendices H, M, N and P. Effective September 1, 2011 bargaining unit members shall pay 2.5% of the cost of the premium up to a maximum of \$63.00 per month; effective September 1, 2012, bargaining unit members shall pay 5% of the cost of the premium up to a maximum of \$99.00 per month; effective September 1, 2013, bargaining unit members shall pay 7.5% of the cost of the premium up to a maximum of \$135.00 per month. Bargaining unit members shall have the option of selecting either the single or family coverage if he/she participates.
2. Any bargaining unit member may choose not to accept the benefits of the health insurance plan that appear in Appendix M in exchange for an annual cash payment of two thousand dollars (\$2,000), for each year that the bargaining unit member chooses to not participate. This option must be exercised at the beginning of each year of this agreement. The \$2,000 payment will be issued to the bargaining unit member by June 30 of each year of this agreement.
3. In those situations where the bargaining unit member does not participate in the health insurance plan because he/she is covered in a family plan provided by his/her spouse's place of employment, upon request that bargaining unit member shall become a member of the plan with immediate and complete coverage. This option may be exercised one time by any bargaining unit member during the life of this agreement. If this option is exercised, the annual payment will be prorated by dividing the \$2,000 annual payment by 12, then multiplying by the number of months that the bargaining unit member had not participated in the health insurance plan.

4. The Association President shall receive a copy of the signed hospitalization policy contracted with the carrier.

#### **M. Tuition Reimbursement**

1. The Board shall appropriate forty thousand dollars (\$40,000) for each school year for the purpose of reimbursing bargaining unit members the actual cost of approved college course work. Monies appropriated but not used for reimbursement will not be carried over. The Board shall pay three hundred seventy-five dollars (\$375) for each semester hour of approved college course work completed for credit, one hundred fifty dollars (\$150) for each quarter hour completed for credit, or the actual cost per credit hour, whichever is smaller. This reimbursement will be limited to six semester or nine quarter hours for each school year (i.e., July 1 through June 30 of the ensuing calendar year) and shall be paid in a timely manner upon presentation of (1) an official transcript with the completed course(s) recorded and (2) a receipt documenting the tuition cost of the course(s).
2. Approved college course work shall include all graduate level education courses, courses offered through a School of Education, or any college courses related to the bargaining unit member's professional preparation.
3. Courses must be taken on a planned program approved by the Superintendent of Schools as outlined on the Individual Professional Development Plan.
4. Except for instances when an employee does not return as a result of a nonrenewal, termination or reduction in force, credits earned during a school year or during summer sessions shall be honored only if the employee returns or is returned to a position of employment in the East Liverpool City School District for the following school year.
5. No course shall be approved for reimbursement if the period of time between the first and last classes is three calendar weeks or less. However, exceptions may be approved by the Superintendent of Schools, who shall consider course content and the amount of work required to complete the course.
6. The number of credit hours taken for retraining purposes at the request of the administration will not be subject to the hours limited under paragraph one (1) of this section.

#### **N. Recognition Pay**

The Board shall pay a \$75.00 stipend to each bargaining unit member with perfect attendance in any nine week grading period, paid within 30 days of the last day of that nine week grading period.

#### **O. Member Benefits**

1. Bargaining unit members may utilize After Care services at no cost when required to attend school-related meetings outside of the Teacher Work Day.
2. The Board will offer each bargaining unit member an account for home Internet access at no cost to the bargaining unit member when the district enters into a contract with a service provider that offers this benefit at no cost to the Board.

**P. Section 125 Plan**

The Board shall provide to bargaining unit members Flexible Spending Accounts (FSA's) or a Section 125 Plan according to Federal Law. The FSA's will have a third party administrator selected by the Board. Costs incurred by the third party administration of the plan will be deducted from any balance left in FSA's at year-end. If there is no such balance, the Board shall pay the remaining costs of administration. The Section 125 Plan shall go into effect on January 1, 2002.

Bargaining unit members are permitted to participate in the Section 125 Plan on a voluntary basis. The FSA's shall allow participants to specify certain amounts of monies to be deducted from their standard gross compensation on a per pay pre-tax basis, and such monies may be designated toward a health care account and a dependent care account.

## ARTICLE VII - COMPENSATION

### A. Salaries

Effective August 1, 2011, the base salary shall be \$29,896.94 (2%) on the index as indicated on Appendix A. The August 1, 2011 effective date is contingent on ratification by the ELEA by September 30, 2011. Failure to ratify by September 30, 2011 shall cause the base salary to increase effective with the first pay following ratification by the ELEA and Board.

Effective August 1, 2012 the base salary shall be \$30,494.88 (2%) on the index as indicated on Appendix B.

Effective August 1, 2013 the base salary shall be \$31,104.78 (2%) on the index as indicated on Appendix C.

Extended contract salaries shall be as provided for in Appendix D for 2011-2012, Appendix E for 2012-2013 and Appendix F for the 2013-2014 school year. Such salary schedules shall take effect on August 1 preceding the school year identified above.

A bargaining unit member hired as a school nurse after the effective date of this agreement shall be placed in the appropriate degree column and compensated at an experience level commensurate with his/her actual years of nursing experience.

### B. Paycheck Distribution

Bargaining unit members shall be compensated as follows:

- a. The total salary shall be paid in twenty-six (26) equal biweekly payments, commencing at the start of the employee's contract year.
  - (1) All employees shall have pay disbursements deposited directly to the institution(s) designated on the forms required by the Treasurer. Required forms shall be completed upon initial employment and before the disbursement of any payment. Changes for the following school year shall be submitted to the Treasurer by August 1. The Treasurer shall, in cases of urgent necessity or for other good reasons, accept changes after August 1.
  - (2) In the event that the Treasurer is unable to access the Federal Reserve Bank which would prevent the direct deposit transmission of pay disbursements, the Treasurer may make other arrangements to timely pay employees.
- b. During the summer, direct deposit notices will be sent to one (1) address of the employee's choosing at Board expense for employees who are not scheduled to be at work. During the employee's contract year, all direct deposit notices will be delivered to the employee's respective work location.

c. If a payday falls on a Federal Reserve Bank holiday, the Treasurer shall make direct deposit transmissions on the first prior Federal Reserve Bank business day. In the event a Federal Reserve Bank holiday would cause the number of direct disbursements to exceed twenty-six (26) in one (1) calendar year, the Treasurer shall make direct deposit transmissions on the first succeeding Federal Reserve Bank business day.

1. A bargaining unit member who has been notified either orally or by first class mail that he/she has failed to submit appropriate leave statement(s) shall have ten (10) working days to submit said statement(s) to the Office of the Treasurer. Failure to submit such statement(s) may result in the holding of the bargaining unit member's next succeeding pay check until such statement(s) are submitted.
2. Bargaining unit members shall be entitled to receive the balance of monies held for summer payroll purposes in a single lump sum distribution so long as said bargaining unit member has filed the request with the Treasurer not later than June 1 of each year.

### C. Severance Pay

1. Severance pay shall be paid to all bargaining unit members meeting the requirements upon retirement. The maximum number of days any bargaining unit member can receive is one-third (1/3) of the first one hundred five (105) days of accumulated leave plus ten percent (10%) of all days beyond the first one hundred five (105). Payment shall be based on the daily rate of pay at retirement.
2. In any event, all bargaining unit members shall receive a minimum of ten days of severance pay regardless of the number of sick leave days accumulated.
3. No such payment shall be made to any former bargaining unit member unless such bargaining unit member is accepted for retirement by the STRS within one hundred twenty (120) days from the date of separation of employment from the East Liverpool School District. No bargaining unit member shall receive severance pay more than once. Upon payment of such severance pay, the accumulated and unused sick leave to the credit of such bargaining unit member shall be extinguished.
4. The Treasurer of the Board must notify the bargaining unit member, in writing, that the bargaining unit member has one hundred twenty (120) days to select severance pay or transfer of sick leave to another agency. The bargaining unit member shall, at the time of electing severance pay over the transfer of sick leave, advise the Treasurer of the approximate date when payment of severance pay is to be made. This requested payment date must fall within twelve months of the date when the bargaining unit member showed proof of retirement.
5. The maximum number of accumulated sick leave days upon which this section is based shall be two hundred sixty-five (265) days.
6. For each three consecutive years of being awarded Recognition Pay pursuant to Article VI Section P, the bargaining unit member will receive one (1) additional day of severance pay beyond the amount specified in paragraph one of this section, to be paid in accordance with this section.

#### D. Professional Development Stipend

1. The Board and the Association recognize the importance of continuing education in terms of the growth of the professional staff. For this reason, each bargaining unit member attaining a minimum of thirty (30) clock hours shall receive a payment of Six Hundred Twenty-Five (\$625.00) dollars. For the 2012-2013 and 2013-2014 school years only, each bargaining unit member attaining an additional ten (10) clock hours shall receive an additional Two Hundred and Fifty Dollars (\$250.00). Clock hours of continuing education shall be completed between July 1 and June 30 of the ensuing year. The information substantiating the attainment of thirty (30) clock hours must be turned in to the Superintendent's office by July 10. If the next pay date is at least ten (10) workdays after July 10, payment shall be made in the next pay. However, if the next pay date is less than ten (10) workdays after July 10<sup>th</sup>, payment shall be made by the first pay in August of the following the school year.
2. This continuing education, which shall be completed on the bargaining unit member's own time, may include any of the following so long as they are not subject to tuition reimbursement:
  - a. College courses either at the graduate or undergraduate level, relating to the bargaining unit members' teaching assignment
  - b. Workshops and professional meetings
  - c. Locally planned and developed staff development programs.
  - d. Professional services that provide students with activities and experiences that enhance their education in accordance with the mission of the district, which include [but are not limited to] approved participation in any of the following:
    1. Home & School Association Meetings
    2. Open Houses
    3. Family Summit
    4. Science Fair
    5. Art Fair
    6. Supervision of Graduation Exercises
    7. After School Tutoring in a District Program
    8. Chaperones
    9. DARE Graduation
    10. Spelling Bees
    11. Committee Service
    12. Writing Courses of Study
    13. North Central
    14. Continuous Improvement Planning
  - e. Required meetings if approved by Superintendent or his/her designee.
3. All such professional development activities and professional services shall be approved by the administration in advance of the bargaining unit member's participation to qualify for the professional development stipend. The administration shall also provide the opportunity for a minimum of thirty (30) hours of staff development programs during each school year.

4. Both parties also recognize the importance of staff input in curriculum decisions and planning necessary to the improvement of the quality of instruction in the district.
5. Continuing educational activities approved by the Local Professional Development Committee, which are completed to satisfy licensure or relicensure requirements will qualify toward the professional development reimbursement.

**E. Stipends**

Each bargaining unit member accompanying a group to the two night Camp Fitch outdoor education program shall be paid in accordance with Appendix G, Supplemental Salary Schedule. This payment will be limited to one bargaining unit member per regular classroom making this trip. Furthermore, this stipend is exempt from the provisions of Article V, Section K - Notice of Vacancies.

**F. Home Tutoring Pay**

Approved home tutoring shall be paid twenty-five dollars (\$25.00) per hour. No reduction shall be made in this rate during the life of this contract.

**G. School Detention Pay**

Approved school detention supervision shall be paid twenty-five dollars (\$25.00) per hour. No reduction shall be made in this rate during the life of this contract.

**H. Summer School Teaching Pay**

Approved summer school teaching shall be paid twenty-five dollars (\$25.00) per hour. No reduction shall be made in this rate during the life of this contract.

**I. Bargaining Unit Substitute Pay**

1. In the event a bargaining unit member assumes the students and/or duties of another bargaining unit member at the request of the administration, the member doing the work shall be compensated at the rate of twenty-five dollars (\$25.00) per hour. If the time worked is less than one hour, the compensation shall be prorated to the next quarter hour increment.
2. Participation of bargaining unit members will be on a voluntary basis.
3. A list shall be compiled of those bargaining unit members who are interested in providing substitute service as noted in this section. Bargaining unit members will be selected from this list on a rotational basis, as such services are required.
4. Bargaining unit members will be requested for substitute services before any other non-administrative employees or before students are sent to study halls.

**J. Mileage**

The Board shall pay mileage at the prevailing Internal Revenue Service rate to all bargaining unit members whose regular assignments require travel between schools or who are required or approved to participate in an activity by the administration. Said mileage shall be computed only on the distance from school of departure to each succeeding school or from the bargaining unit member's assigned building to the location of the required or approved activity.

#### **K. Extended Time**

1. All bargaining unit members employed on an extended contract (for service beyond the regular duty year) shall be reimbursed at a rate of 1/9th of the teacher's contract figure for nine (9) months for each additional month required to fulfill the extended contract.
2. Service by bargaining unit members extending outside the regular duty year (extended contract) shall be deemed supplemental duties and shall be set forth in a limited contract.
3. Notice of non-renewal shall be deemed to have been made in a timely manner if it has been hand-delivered or posted as certified mail to the bargaining unit member's last known address by April 30 deadline.
4. All supplemental extended contracts shall be for a duration of one year (i.e., ending on the last day of each school year or the last day of the assignment, whichever is later) unless specifically authorized for a longer term by the Board.
5. A bargaining unit member offered a supplemental extended service contract pursuant to this provision shall execute and return such contract to the Office of the Superintendent. Failure to execute and timely return said contract as required herein shall constitute a rejection of such offer of employment. A timely return shall mean the return of the contract within ten (10) days after said contract was "posted" or mailed.
6. These extended service supplemental contracts shall be exempt from the Notice of Vacancies provision.
7. Bargaining unit members who need additional days in order to reach thirty (30) or more years of service credit under STRS shall be offered to continue their present employment by the Board under an extended contract at the rate of one dollar (\$1.00) per day for each day required, provided that such days do not exceed sixty (60). This provision applies to those bargaining unit members whose retirement will be effective at the end of the sixty (60) day period.

#### **L. Payroll Deductions**

1. Upon the request of the bargaining unit member, the Board shall provide for the following payroll deductions:
  - a. Columbiana County Credit Union
  - b. U.S. Savings Bonds
  - c. Tax Sheltered Annuity
  - d. Payroll Deductions for enrollment in the United Teaching Profession (ELEA, ECOEA, OEA, NEA), shall be provided.
  - e. STRS Retirement Credit purchase
  - f. Dues for professional organizations (such as the Ohio Vocational Association) that permit such payroll deduction
  - g. Ohio Tuition Trust Authority Units.
  - h. Flexible Spending Account

Once authorized in writing by the bargaining unit member, such deductions shall continue unless a written request for revocation of the deduction is received by the Treasurer. The first

deduction shall begin with the first pay date in October and conclude with the last pay date in August. The first pay of the month, the Board shall make the ELEA deduction. The second pay of the month, the Board shall make the ECOEA, OEA, and NEA deduction.

2. Deductions under items c, f, and g of this section will be made once a minimum of five (5) bargaining unit members have elected that plan or organization which is to be the subject of the payroll deduction.

#### **M. Salary Adjustment**

1. When a bargaining unit member completes additional training which would qualify the bargaining unit member for a higher salary qualification, the Board will authorize salary adjustments.
2. The salary adjustment shall be adjusted retroactive to the beginning of the school year if notice is given prior to October 1, and retroactive to the beginning of the second semester if notice is given by February 15.
3. An official letter of credit from the College or University registrar and/or an official transcript presented to the Treasurer's office will enable the Treasurer to make the necessary adjustment with the next pay period.

#### **N. Experience Credit**

1. All bargaining unit members shall, at the time of their employment, be given all earned educational experience credit up to and including ten (10) years and as provided for in ORC 3317.13.
2. No claim for pay rate inequity and/or salary schedule adjustment will be given consideration for retroactivity beyond the period six years prior to the date that such adjustment is made by the Board. Any and all claims before that six year period shall be summarily dismissed.
3. Bargaining unit members shall be offered to continue their employment by the Board under an extended contract at the pay rate of one dollar (\$1.00) per day for all the days that they may need to retire under STRS guidelines, provided that such days do not exceed sixty (60) and they retire before the beginning of a new school year.

#### **O. Supplemental Salary Provisions**

1. All supplemental positions to be filled will be posted. Interested bargaining unit members will be granted an interview for said position, and qualified applicants will be hired in accordance with O.R.C. §3313.53. The provisions of this agreement governing the Notice of Vacancies will govern the filling of all such supplemental positions.
2. No bargaining unit member will be required to accept any supplemental contract.
3. Bargaining unit members newly hired after the effective date of this agreement shall not accept a supplemental contract in another school district if that bargaining unit member has resigned a similar supplemental contract in this district. This restriction will expire five (5) years after the initial employment of the bargaining unit member and may be waived at any time by the Superintendent of Schools.

4. Failure to apply for any supplemental contract shall not be sufficient reason for the non-renewal of any teaching contract.
5. The Association will receive notice of the creation of any additional supplemental positions and shall have an opportunity to negotiate the salary for such new positions.
6. Upon request from the Association (but not more than twice each year), the Superintendent or designee shall provide a list of all supplemental contracts. This list shall include positions, name of individuals holding all positions, and salary.
7. Supplemental salaries shall be paid to bargaining unit members in the second pay period of the months of November, January, March, and June. Said supplemental pays shall be by separate paycheck. Bargaining unit members shall be afforded the option of selecting the month(s) to receive such pays, except that no bargaining unit member may be paid in excess of accrued salary for each supplemental position.
8. All supplemental salaries shall be paid as set forth in Appendix G.
9. Payment for all duties not subject to Appendix G of this agreement will be made in a timely manner.
10. Pre-season - Pre-season refers to organized activities scheduled and conducted prior to the official start of the season, as defined by the Ohio High School Athletic Association.
11. If a supplemental activity does not operate during any given school year, due to a lack of participants, then the supplemental contract of the individual holding the contract shall be canceled upon notice by certified mail to the holder of the contract. A copy of the notice shall be provided to the Association President at the same time. The cancellation of the contract shall not be considered as a termination or nonrenewal. No salary shall be paid for a canceled contract.
12. If a person hired for a supplemental position had not been employed in the District in the position for which they are employed, they shall be placed at Step 0. If they were employed by the District in the same sport or activity for which they are being employed, they shall receive credit for years previously employed.
13. A person will not receive credit for years they were employed in another district in a pupil activity or sport.

## ARTICLE VIII - JOB SECURITY

### A. Bargaining Unit Member Performance and Non-Renewal

1. At such time as a bargaining unit member performance problem, as identified by the observation form, may develop, the immediate supervisor will schedule a private conference with the subject bargaining unit member concerning the problem. Within a reasonable period of time thereafter, the immediate supervisor will further identify and confirm the problem in writing and will initiate with the bargaining unit member a written program for improvement. Except in those instances when the problem has not yet appeared, the performance problem will be identified and notice provided during the first semester of the school year. The problem conference as above provided will be scheduled with the bargaining unit member and, upon request, the association representative at the end of a school day, unless otherwise necessary or reasonable.
2. In the event that the performance problem continues after the initial notice and development of a plan for improvement, and after providing the bargaining unit member adequate time to pursue the improvement plan, the immediate supervisor will report the problem to the bargaining unit member involved and then report to the Superintendent or designee for additional review and corrective action. Upon receipt of such report, the Superintendent or designee will promptly review the current improvement plan and will provide for the bargaining unit member and immediate supervisor to seek and develop additional objectives and/or strategies for improvement of the performance problem.
3. In the event that the performance problem remains uncorrected after the notice issued by the principal and the consultation with the Superintendent or designee and should the administration then decide that the bargaining unit member will be considered for contract non-renewal, both verbal and written notice thereof will be provided to the bargaining unit member in a formal conference with the building principal, the Superintendent or designee, and the Association Representative. On the occasion of providing the aforesaid notice of consideration for contract non-renewal, a further review will be made of the problem and the written plan for performance improvement.
4. In the event that the Superintendent of Schools decides that the subject bargaining unit member either may not or will not be recommended for a new contract, such determination will be made not later than two weeks before the Board meeting at which time a recommendation for non-renewal is to be considered, the Superintendent will schedule a private conference with the bargaining unit member and his/her representative to give notice of his/her intentions. In the course of that conference, the bargaining unit member may be accompanied by any staff member or association representative of his or her choice, may review with the Superintendent the entire matter, and may request a further review conference with the Superintendent within ten (10) working days thereafter.
5. In the event that the Superintendent and Board thereafter make a final decision against the renewal of a bargaining unit member's contract, a written notice with specific reasons describing the circumstances that led to the Notice of Intent Not To Renew will be issued and delivered to the member on or before April 30 of the current school year. This notice shall be by certified mail. Said written notice of non-renewal shall be deemed to have been sent in a

timely manner if posted as certified mail to the member's last known address by the April 30 deadline.

6. Within five days of receipt of the written circumstances from the Treasurer, the bargaining unit member may file a demand for a hearing before the Board. The Treasurer, on behalf of the Board, will provide the bargaining unit member with written notice of the time, date, and place of the hearing. The hearing shall be in executive session. The bargaining unit member shall have the right to have Association counsel present, and may present evidence controverting the stated reasons for the non-renewal. The Board will issue a written decision and order in no more than ten days from the conclusion of the hearing. Appeal of the Board's decision and order must be filed within thirty days after the bargaining unit member's receipt of the Board's decision and order.
7. The parties hereby agree that the provisions of this section supersede all applicable sections of Ohio law relating to contract non-renewals.

#### **B. Just Cause**

No member of the bargaining unit shall be disciplined, reprimanded, reduced in rank or compensation, demoted, suspended, transferred, contract non-renewed, adversely evaluated, or otherwise deprived of any professional advantage without just cause.

Regardless of any legal definition of just cause, just cause is defined for the purposes of this agreement as a cause outside legal cause, which must be based on reasonable grounds and there must be a fair and honest cause or reason regulated by good faith.

#### **C. Contracts**

1. All certificated bargaining unit members who do not qualify for a continuing contract shall receive limited contracts in the following sequence:

1st contract - a limited contract of one year  
2nd contract - a limited contract of one year  
3rd contract - a limited contract of two years  
4th contract - a limited contract of three years  
Subsequent contracts - a limited contract of three years

2. A bargaining unit member becoming eligible for a continuing contract during the term of a limited contract shall be considered for a continuing contract upon providing evidence of meeting all requirements of the Ohio Revised Code for the appropriate teaching certificate or for a professional educator license at the time that the Board next makes the regular issuance of contracts. By November 1 of the year in which the continuing contract is sought, the bargaining unit member must notify the Office of the Superintendent in writing that he/she intends to complete those requirements during the school year.

#### **D. Reduction in Force/Program Elimination**

1. The Board may make a reasonable reduction in force for the following reasons:

- a. A decreased enrollment of students;
- b. Suspension of schools (i.e., physical closing of a building) or territorial changes affecting the district; or

- c. Return to duty of a regular bargaining unit member from a leave of absence;
2. Force is the total number of bargaining unit positions the district has by the date the agreement becomes effective. A bargaining unit member whose position has been eliminated due to program elimination and who has no other area(s) on his/her certificate(s) will have his/her contract suspended and be eligible under paragraphs 4, 11, and 12 of this section.
  3. Thirty days prior to the Board's acting on a RIF or the elimination of programs, the Association President shall be notified of the administration's intent to reduce in force or eliminate a program.
  4. A meeting(s) shall be held between the representatives of the Association and representatives of the Board to review appropriate data that would indicate the need for a RIF. Said meeting(s) shall be held within five (5) days of the Association's request for such a meeting(s).
  5. A formalized list shall be prepared indicating the specific number of positions to be abolished within each area of certification. A separate list indicating the certification area(s) of teacher(s) who will be returning from approved leaves of absence will also be developed. This statement shall be prepared prior to implementation. The Association president shall receive two (2) copies of said list within five (5) days of completion of the list.
  6. If it becomes necessary to have a reduction in force, it shall be made first through attrition resulting from resignation, retirement, and transfers. Except in the cases of a return from leave of absence, contract suspensions may only be made once per year and shall be effective the first day of school. All bargaining unit members, who are to be part of the plan, shall have their contracts renewed, and the Board shall then proceed to suspend contracts for the reduction of staff.
  7. Seniority - Every bargaining unit member's name shall appear in order of seniority on a list of his or her areas of certification. Those bargaining unit members who have more than one area of certification shall have their names on each list for which they hold certification. Areas of certification shall be those areas in which the bargaining unit member is certified by the State of Ohio Department of Education as filed with the administrative or treasurer's offices at the time the Board adopts the reduction of force plan. Seniority is based on the length of continuous service of the school system and is not affected by authorized leave of absence.

Seniority of bargaining unit members who resign and who are subsequently reemployed shall begin at the date of reemployment. All continuing contract bargaining unit members shall be senior to all bargaining unit members on limited contracts. A copy of the seniority list shall be provided to the Association President by October 31 and by May 15 of every school year.

8. Determination of Seniority - Seniority shall begin with the date of the Board meeting at which the bargaining unit member was hired. Where two or more bargaining unit members were hired at the same meeting, seniority shall be determined first by the date on which the bargaining unit member's original application was filed, and then by the date on which the signed regular teaching contract was received in the office of the administration, and then, in the event of a tie, by lot.

9. Reduction - Staff reductions based upon the Superintendent's recommendation pursuant to this policy shall be made as follows:
- a. All bargaining unit members shall be placed on seniority lists for each teaching field for which they are properly certificated and have on file in the administration or treasurer's office by May 25th of any school year.
  - b. Bargaining unit members serving under continuing contracts will be placed at the top of the list, in descending order of seniority.
  - c. Bargaining unit members serving under limited contracts will be placed on the list under continuing contract bargaining unit members, also in descending order of seniority.
  - d. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for the area of certification currently assigned to a position in that teaching field.
  - e. A bargaining unit member so affected may elect to displace a fellow bargaining unit member who holds a lower position on a seniority list in any area of certification held by the bargaining unit member. The bargaining unit member has three (3) days from receiving notice to exercise his/her right to displace a less senior bargaining unit member.
  - f. A bargaining unit member displaced by a more senior bargaining unit member may exercise any rights he/she has to displace a less senior bargaining unit member in any area of certification held by the affected bargaining unit member. The bargaining unit member has three (3) days from receiving notice to exercise his/her right to displace a less senior bargaining unit member.
10. Recall - The names of bargaining unit members whose contracts are suspended in a reduction in force or whose employment is ended by program elimination pursuant to paragraph one of this section will be placed on a recall list.
- a. Bargaining unit members on the recall list will be recalled in order of seniority for vacancies in areas for which they are certificated. No new bargaining unit members may be employed while qualified bargaining unit members are on a layoff status.
  - b. If a vacancy occurs, the Board will send a certified announcement to the last known address of all instructional staff members on the recall list and who are qualified according to these provisions.
  - c. It is the bargaining unit member's responsibility to keep the Board informed of his/her current address.
  - d. All bargaining unit members are required to respond in writing to the Superintendent within fifteen (15) calendar days.
  - e. A bargaining unit member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, salary, and fringe benefits as he or she would have received if a reduction in force had not taken place, provided, however, such member shall not be granted service credit for salary purposes for such time such member's contract was suspended.
  - f. Bargaining unit members shall have the right to this recall provision for a two year period starting September 10th of the year a member's contract was suspended.
  - g. Use of Substitute Teachers - Bargaining unit members remaining laid off will be called first as substitute teachers and part time teachers. However, reemployment as substitute or part time teachers shall not disqualify bargaining unit members from placement or continued on the recall list for full time employment.

- h. Unemployment Compensation - Bargaining unit members who are on the recall list will not be denied unemployment compensation for not substituting.
  - i. Fringe Benefit Participation - Bargaining unit members laid off due to a reduction in force shall have the right to remain for two years in the group fringe benefit programs provided by the Board by paying the full cost of their single or family coverage (plus any service charge authorized by federal law) on a monthly basis to the Board. Any regular bargaining unit member who is laid off and who is covered with the Board's insurance plan benefits herein at the time he/she is laid off shall continue to be covered for ninety (90) calendar days from the date on which he/she was laid off, and the Board will continue to pay its share of the cost of such coverage during this period.
  - j. No Contract Non-Renewal-No bargaining unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.
  - k. Refusal of Position - If upon recall a "riffed" bargaining unit member refused a position in his/her certification, he/she will remain on the RIF list but will be moved to last on the list for recall.
11. Severance Benefits - A bargaining unit member whose employment status has been ended as a result of program elimination shall be entitled to:
- a. Retraining benefits for a period of twelve (12) months, paid at the rate specified under Article VI Section O paragraph 1 without the limits on the number of credit hours;
  - b. Continuation of all insurance benefits at the bargaining unit member's option and at the current rate of contribution for a maximum of twelve (12) months.

#### **E. Evaluation**

The procedures to be followed in completing the evaluation process are as follows:

1. The observations provided for herein shall be planned for a minimum of thirty (30) minutes, not to exceed sixty (60) minutes duration. The length of time and the number of observations may be altered through the implementation of a Performance Improvement Plan. In the event that unforeseen circumstances occur after the commencement of the observations which may preclude the completion of a full thirty (30) minutes, the time limits may be waived upon the mutual agreement between the administrator and the bargaining unit member being observed.

If the bargaining unit member elects to have another observation because of such unforeseen circumstances, the bargaining unit member shall be re-observed and a new observation report shall be prepared. The first observation will be scheduled by or with the bargaining unit member with prior notice. There shall be at least two observations; the first observation shall occur during the first semester and a second semester observation shall occur during the second semester, but prior to April 1. Each observation will be followed by a conference within five (5) school days to discuss the observation and contents of the observation form. The five (5) school days may be extended with written notice by either the bargaining unit member or the observer/evaluator. The bargaining unit member will receive a copy of the observation form at the time of the conference; or, if the bargaining unit member specifically requests, the bargaining unit member shall be given a copy of the observation form prior to the conference so that it may serve as a basis for discussion.

2. The observation is to be based solely upon what was observed during the observation time. If any category is marked Does Not Meet Expectations, the observer shall provide a written statement of specific problems observed which led to a rating of Does Not Meet Expectations.
3. In the event that the bargaining unit member is in disagreement over any observation, the bargaining unit member may request another observer/evaluator to make up to one (1) additional observation per semester. Such request shall be made through the principal, and at least five (5) school days before the end of the semester or April 1.
4. The administrator who performed the observation shall be responsible for the final evaluation of the bargaining unit members under his/her supervision. The evaluation/observation process may be delegated by the principal and the bargaining unit member shall be notified of the person to whom this responsibility has been delegated when the delegation is made. Such delegation shall be limited to administrative personnel. The final evaluation form must be submitted to the Superintendent two (2) weeks before the Board acts on contracts for those bargaining unit members who are being evaluated. A conference to discuss the evaluation will be held within five (5) school days of the completion of the "Employee Evaluation" form between the bargaining unit member and the observer/evaluator. The five (5) school days must be extended with written notice by either the bargaining unit member or the observer/evaluator. The bargaining unit member will receive a copy of the final evaluation form at the time of the conference or prior to the conference if the bargaining unit member specifically requests.
5. All observations and evaluations shall be consistent with the terms of this Agreement and shall be done on the observation and evaluation forms appearing as Appendix I.
6. Because evaluation is an evolving process, there should be a periodic review of the observation and evaluation forms. This review shall be made jointly by representatives of the administration and representatives of the Association. This review shall be made by a committee of twelve (12). The Association shall appoint eight (8) members and the administration shall appoint four (4) members. Any changes in the forms shall be by mutual agreement of the parties.
7. The observation/evaluation process shall be based on the professional performance of the bargaining unit member. The private life of the bargaining unit member shall not be appropriate subject matter for evaluation of the job performance of professional duties unless it interferes with professional duties.
8. The ratings of categories on the evaluation form which also appears on the observation form shall reflect the observations.
9. The rating of categories on the evaluation form which do not appear on the observation form shall be Not Applicable (N.A.) unless the basis for the rating is specified.
10. Should a bargaining unit member disagree with an observation or an evaluation, the bargaining unit member may file a written response which shall be attached to the observation form or the evaluation form.

11. Observations of classroom performance shall not be conducted the day prior to Thanksgiving, Christmas, or spring break, or, when the bargaining unit member has had an extended absence of one (1) week or more, within two (2) working days of his/her return.
12. Copies of formal observations and evaluations will go to the principal and/or his designee(s) and to the bargaining unit member. The original of the final evaluation shall be filed in the administrative office separate from the bargaining unit member's personnel file. The bargaining unit member shall have the same right of access to the evaluation file as the member has to the personnel file.
13. The Board may non-renew a bargaining unit member for continuing deficiency(ies) in job performance only if said deficiency(ies) has been identified through this bargaining unit member evaluation. Exceptions to this shall include: such behaviors as noted under item 7 above; other professional behaviors and competencies not measured on the observation form but documented during the school year for the bargaining unit member; and reasons as identified in Ohio Revised Code Section 3319.16.
14. The administration will hold a conference with a bargaining unit member, who shall be entitled to have present an association representative, to discuss a job related problem.
15. By agreeing to the above provisions governing evaluations and observations, the parties intend to supersede O.R.C. §§3319.11 and 3319.111.

**F. Required Meetings or Hearings**

Whenever any bargaining unit member is required to meet with any employer representative concerning any matter which may result in a disciplinary action which is known at that time to possibly affect adversely a bargaining unit member's status, the bargaining unit member shall be given reasonable advance notice of the time and nature of the meeting and shall be entitled to have present an Association representative. This provision does not apply to group faculty or committee meetings.

## ARTICLE IX - GENERAL PROVISIONS

### A. Maintenance of Standards

The Board shall maintain all terms, conditions, and benefits of employment as set forth by the express terms of this contract not less than the level in effect as of the effective date of this agreement.

### B. Severability

1. This agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) of the Ohio Revised Code), all policies, rules, and regulations of the employer to such extent that such policies, rules, and regulations are in conflict with this agreement. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision is unlawful, such provision shall be automatically amended or rescinded to the extent necessary to comply with such determinations, but all other provisions of this agreement shall remain in full force and effect.
2. Upon written request of either party, the parties shall meet within ten (10) days after final determination to bargain over its impact and to bring the agreement into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

## ARTICLE X – ELECTRONIC ALTERNATIVE EDUCATION

- A. Cyber, alternative or distance learning positions (including the Virtual Learning Academy) will be posted for a period of five (5) school days. Bargaining unit members who are certified/licensed for the position(s) and who have either passed, are registered for, or will participate in training from the Virtual Learning Academy, whether provided through the Board or otherwise, will be awarded the position(s) in accordance with Article V (K) of the Master Agreement. If no bargaining unit member who is certified/licensed for the position(s) applies, the position(s) can be filled by someone outside the bargaining unit. No bargaining unit member shall have their status reduced from full-time to part-time or from their current level of part-time employment as a result of implementation of alternative, cyber or distance learning.

If a bargaining unit member teaches an alternative, cyber, or distance learning class as part of, but not their entire teaching assignment, via a reduction in force in accordance with Article VIII Section D of the Master Agreement, the member's status may be reduced to solely that portion of the workday spent teaching the alternative cyber or distance learning classes. Under this circumstance only, the bargaining unit member shall be entitled to Board provided insurance benefits as specified under Article VI Sections K-N of the Master Agreement, on a pro rata basis, except as required by Article VIII, Section D of the Master Agreement. However, this reduction of benefits shall not apply if the alternative, cyber or distance learning portion of the teaching assignment is equal to or greater than one-half (1/2) of the teacher's workday.

- B. All curriculum decisions shall be made either by the District or by the Virtual Learning Academy as determined by the Administration.

### C. Compensation

1. Bargaining unit members who teach cyber, alternative, and/or distance learning courses as a part of their regular workday shall be paid in accordance with the salary schedule. Teachers who teach such courses outside of the regular school day in addition to their regular teaching duties or who grade papers as part of a "credit recovery" or "enrichment" program shall be given a supplemental contract and shall be paid on a per student/per course basis. Each teacher is to submit a "Final Grade" certificate to the building principal with a copy to the Treasurer to serve as proof of student completion. Upon the Treasurer's receipt of this form, the teacher will receive payment.
2. For teachers receiving supplemental, per-student stipends (i.e. "credit recovery," "enrichment" or teaching beyond the regular workday) pro-rated stipends will be issued to teachers assigned to students who drop a course after beginning the coursework. The stipend will be pro-rated based upon the number of weeks a student is enrolled (i.e. 2 weeks enrolled in full year course 2/36 or 1/18 times the stipend). Stipends will be awarded after verification by the building principal.
3. For teachers doing "credit recovery" or "enrichment", a stipend of \$200.00 will be awarded for each full year course per student instructed, and \$100.00 for each semester course per student instructed, for instruction that occurs outside the regular workday or year.

- D.** Any alternative, electronic or distance learning project, including but not limited to cyber school, shall not reduce the total number of bargaining unit members employed or the hours worked as a result of the implementation and use of any such program.
- E. Training**  
The Board shall provide all necessary training for teachers who participate in a cyber, alternative and/or distance learning program at least once per year. Such training shall take place in the school district to the maximum extent possible.
- F. Evaluation of Staff**  
No later than the end of the first semester of the 2009-2010 school year, the Administration and the ELEA shall jointly create an evaluation instrument for evaluating teachers participating in alternative, cyber, or distance learning positions. This will be created by a joint committee composed of three (3) members of each side, chosen by the ELEA President and the Superintendent for their respective sides. Except for teachers who teach such courses during the regular workday as part of their regular teaching assignment, such observations, and/or evaluations shall have no adverse affect on the teacher's employment status. Such observations and/or evaluations shall only affect the supplemental contract under which the duties are being performed.
- G. Program Expansion**  
The parties agree that if the Virtual Learning Academy (and/or any similar program) as implemented in the East Liverpool City Schools expands beyond credit recovery and enrichment, the parties will meet to negotiate over the effects of any program expansion.

## ARTICLE XI - EMPLOYMENT OF RETIREES

- A. For the purpose of this Article, a retiree is an individual who has attained service retirement status with the State Teachers Retirement System, hereinafter, "STRS," or another state retirement system and is otherwise qualified by certification/licensure to be employed as a teacher in Ohio. The parties agree that the Board is under no obligation to employ any retired teacher and it is expressly understood that there is no expectation of continued employment or re-employment when a teacher retires from the East Liverpool City Schools.
- B. When a teacher retires in the East Liverpool School District and a vacancy is determined to exist from that retirement, it will be posted in accordance with Article V of the Master Agreement.
- C. After the staffing procedure has been completed in accordance with Article V of the Master Agreement and no acceptable applicant was available to be hired from within the bargaining unit, then the Board may consider and employ a retiree upon the recommendation of the Superintendent.
- D. A retiree shall be initially paid at the BA-0 step of the current negotiated salary schedule regardless of his/her training and years of service and, so long as employed by the Board in subsequent years, shall also advance one (1) step on said schedule for each consecutive year of service earned while employed as a retiree.
- E. A retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of employment of a retiree through offering new one-year limited contracts, which automatically expire, shall be at the election of the Board and upon the recommendation of the Superintendent. A retiree is not eligible for a continuing contract regardless of years of employment with the Board.
- F. A retiree shall accumulate and may use sick leave in accordance with Article VI, Section A, of the Master Agreement, but is not entitled to severance pay under Article VII, Section C, of said Agreement, or under law upon the conclusion of employment as a retiree.
- G. A retiree shall not be entitled to participate in the insurance benefits provided to other members of the bargaining unit under Article VI, Section L of the Master Agreement unless such insurance benefits are not available to the retiree through the STRS. When a retiree is receiving insurance benefits through STRS, the Board shall reimburse him/her for that portion of the premium that is required to be paid by the retiree towards the STRS insurance program.
- H. A retiree shall not be entitled to the annual cash payment in lieu of insurance benefits under Article VI, Section L (3) in the Master Agreement.
- I. A retiree shall not be entitled to tuition reimbursement under Article VI, Section M (1) in the Master Agreement.

- J.** A retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article VIII, Section D, of the Master Agreement and/or under O.R.C. 3319.17.
- K.** A retiree shall not be entitled to fill a vacancy under Article V, Section K, of this Master Agreement.
- L.** Retirees are members of the bargaining unit and shall be entitled to the rights, terms, and conditions of employment afforded to such members in the Master Agreement, unless expressly stated otherwise in this Article.

## ARTICLE XII – RESIDENT EDUCATOR PROGRAM

- A. When possible the Mentor teacher will have a minimum of five (5) years of teaching experience in the district and at least two (2) years in the level or area assigned (i.e. elementary, middle school, special education, etc.) Mentor Selection shall be made by the Superintendent or designee. Should no Mentor be available in the area of certification/licensure, a Mentor may be assigned from the grade level or subject area most closely related to that of the resident educator.
- B. Mentor Teachers shall be assigned not more than two (2) resident educators. However, the District will make reasonable efforts to assign only one resident educator to a Mentor Teacher.
- C. Each Mentor Teacher and resident educator shall be granted release time, as required by the ODE, to perform his/her duties. Release time shall be coordinated with the Building Administrator.
- D. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation, nor shall the Mentor's evaluation be affected by the performance of his/her mentoring responsibilities.
- E. Mentor Teachers shall not participate in the evaluation of any resident educator nor shall they be requested or directed to make any recommendation regarding the continued employment of the teacher or divulge information from the written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Consulting Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
- F. All Mentors and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. Mentor Teachers shall communicate directly with the resident educators and shall not discuss/report the performance and progress of the resident educator with any administrator, assessor, or other teacher.
- G. Each Mentor Teacher shall receive a stipend of \$650.00 annually for each resident educator he/she is mentoring for the first twenty-six (26) hours of mentoring activity. For documented mentoring activity beyond the initial twenty-six (26) hours, the mentor teacher shall receive twenty-five dollars (\$25.00) per hour for up to fifteen (15) additional hours. Hours beyond the initial twenty-six hours must be approved by the building principal. The stipend is to be paid in two equal installments, in January and June of that school year, and shall be pursuant to a supplemental contract.
- H. The Mentor Teacher will submit to the Treasurer's office a statement verifying that each semester's mentoring duties of Mentor Teacher have been completed. The statement shall be verified by the Building Principal, and shall be submitted by the last working day of each semester.
- I. The District will pay all training fees required for Mentor Teachers to receive the mandatory ODE State mentor training.

- J. The Association and the Board agree to meet not later than May 1, 2012, to discuss both the status of the program and any changes in requirements from the ODE and further agree to negotiate any changes to the language of this Agreement for the remaining year of its duration.

### ARTICLE XIII – CREDIT FLEXIBILITY

1. The assignment of a teacher of record shall first be made by soliciting volunteers from the bargaining unit who are certified/licensed. If no such volunteer is found, the District may assign a bargaining unit member as a teacher of record. However, such involuntary assignments shall be rotated within the affected department.
2. A bargaining unit member who becomes a teacher of record shall be paid twenty-five dollars (\$25.00) per hour for work on such approved duties performed outside of the regular work day.

## ARTICLE XIV - EFFECTS OF THE AGREEMENT

The terms of this Agreement shall be from the first day of September 2011 through August 31, 2014.

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provision of this agreement and any Board policy or practice, then this Agreement shall prevail.

No later than sixty (60) days subsequent to the execution of this Agreement, copies of this agreement shall be printed by the Association and the cost of such printing shall be paid by the Board.

IN WITNESS WHERE, the Agreement is hereby attested to by the signature affixed below on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

FOR THE BOARD

Janice Martin  
President

FOR THE ASSOCIATION

Catherine G. Good  
President

James Herring  
Team Member

Loni S. Woodballet-Ross  
Team Member

**APPENDIX A  
TEACHER SALARY SCHEDULE (2011-2012)**

\$29,896.94 Base effective August 1, 2011

<b>EXPERIENCE</b>	<b>BACH SALARY</b>	<b>5-YEAR SALARY</b>	<b>MASTER SALARY</b>
0	\$29,896.94 1.0000	\$32,288.70 1.0800	\$34,232.00 1.1450
1	\$31,690.76 1.0600	\$33,708.80 1.1275	\$35,801.59 1.1975
2	\$33,036.12 1.1050	\$35,128.90 1.1750	\$37,371.18 1.2500
3	\$34,381.48 1.1500	\$36,549.01 1.2225	\$38,940.76 1.3025
4	\$35,726.84 1.1950	\$37,969.11 1.2700	\$40,510.35 1.3550
5	\$37,072.21 1.2400	\$39,389.22 1.3175	\$42,079.94 1.4075
6	\$38,417.57 1.2850	\$40,809.32 1.3650	\$43,649.53 1.4600
7	\$39,762.93 1.3300	\$42,229.43 1.4125	\$45,219.12 1.5125
8	\$41,108.29 1.3750	\$43,649.53 1.4600	\$46,788.71 1.5650
9	\$42,453.65 1.4200	\$45,069.64 1.5075	\$48,358.30 1.6175
10	\$43,799.02 1.4650	\$46,489.74 1.5550	\$49,927.89 1.6700
11	\$45,144.38 1.5100	\$47,909.85 1.6025	\$51,497.48 1.7225
12	\$45,144.38 1.5100	\$49,329.95 1.6500	\$53,067.07 1.7750
13	\$45,144.38 1.5100	\$49,329.95 1.6500	\$53,067.07 1.7750
14	\$46,489.74 1.5550	\$50,750.06 1.6975	\$54,636.66 1.8275
15	\$46,489.74 1.5550	\$50,750.06 1.6975	\$54,636.66 1.8275
16	\$46,489.74 1.5550	\$50,750.06 1.6975	\$54,636.66 1.8275
17	\$46,489.74 1.5550	\$50,750.06 1.6975	\$54,636.66 1.8275
18	\$47,835.10 1.6000	\$52,170.16 1.7450	\$56,206.25 1.8800
19	\$47,835.10 1.6000	\$52,170.16 1.7450	\$56,206.25 1.8800
20	\$49,180.47 1.6450	\$53,590.26 1.7925	\$57,775.84 1.9325

**APPENDIX B  
TEACHER SALARY SCHEDULE (2012-2013)**

\$30,494.88 Base effective August 1, 2012

EXPERIENCE	BACH SALARY	5-YEAR SALARY	MASTER SALARY
0	\$30,494.88 1.0000	\$32,934.47 1.0800	\$34,916.64 1.1450
1	\$32,324.57 1.0600	\$34,382.98 1.1275	\$36,517.62 1.1975
2	\$33,696.84 1.1050	\$35,831.48 1.1750	\$38,118.60 1.2500
3	\$35,069.11 1.1500	\$37,279.99 1.2225	\$39,719.58 1.3025
4	\$36,441.38 1.1950	\$38,728.50 1.2700	\$41,320.56 1.3550
5	\$37,813.65 1.2400	\$40,177.00 1.3175	\$42,921.54 1.4075
6	\$39,185.92 1.2850	\$41,625.51 1.3650	\$44,522.52 1.4600
7	\$40,558.19 1.3300	\$43,074.02 1.4125	\$46,123.51 1.5125
8	\$41,930.46 1.3750	\$44,522.52 1.4600	\$47,724.49 1.5650
9	\$43,302.73 1.4200	\$45,971.03 1.5075	\$49,325.47 1.6175
10	\$44,675.00 1.4650	\$47,419.54 1.5550	\$50,926.45 1.6700
11	\$46,047.27 1.5100	\$48,868.05 1.6025	\$52,527.43 1.7225
12	\$46,047.27 1.5100	\$50,316.55 1.6500	\$54,128.41 1.7750
13	\$46,047.27 1.5100	\$50,316.55 1.6500	\$54,128.41 1.7750
14	\$47,419.54 1.5550	\$51,765.06 1.6975	\$55,729.39 1.8275
15	\$47,419.54 1.5550	\$51,765.06 1.6975	\$55,729.39 1.8275
16	\$47,419.54 1.5550	\$51,765.06 1.6975	\$55,729.39 1.8275
17	\$47,419.54 1.5550	\$51,765.06 1.6975	\$55,729.39 1.8275
18	\$48,791.81 1.6000	\$53,213.57 1.7450	\$57,330.37 1.8800
19	\$48,791.81 1.6000	\$53,213.57 1.7450	\$57,330.37 1.8800
20	\$50,164.08 1.6450	\$54,662.07 1.7925	\$58,931.36 1.9325

**APPENDIX C  
TEACHER SALARY SCHEDULE (2013-2014)**

\$31,104.78 Base effective August 1, 2013

<b>EXPERIENCE</b>	<b>BACH SALARY</b>	<b>5-YEAR SALARY</b>	<b>MASTER SALARY</b>
0	\$31,104.78 1.0000	\$33,593.16 1.0800	\$35,614.97 1.1450
1	\$32,971.07 1.0600	\$35,070.64 1.1275	\$37,247.97 1.1975
2	\$34,370.78 1.1050	\$36,548.12 1.1750	\$38,880.98 1.2500
3	\$35,770.50 1.1500	\$38,025.59 1.2225	\$40,513.98 1.3025
4	\$37,170.21 1.1950	\$39,503.07 1.2700	\$42,146.98 1.3550
5	\$38,569.93 1.2400	\$40,980.55 1.3175	\$43,779.98 1.4075
6	\$39,969.64 1.2850	\$42,458.02 1.3650	\$45,412.98 1.4600
7	\$41,369.36 1.3300	\$43,935.50 1.4125	\$47,045.98 1.5125
8	\$42,769.07 1.3750	\$45,412.98 1.4600	\$48,678.98 1.5650
9	\$44,168.79 1.4200	\$46,890.46 1.5075	\$50,311.98 1.6175
10	\$45,568.50 1.4650	\$48,367.93 1.5550	\$51,944.98 1.6700
11	\$46,968.22 1.5100	\$49,845.41 1.6025	\$53,577.98 1.7225
12	\$46,968.22 1.5100	\$51,322.89 1.6500	\$55,210.98 1.7750
13	\$46,968.22 1.5100	\$51,322.89 1.6500	\$55,210.98 1.7750
14	\$48,367.93 1.5550	\$52,800.36 1.6975	\$56,843.99 1.8275
15	\$48,367.93 1.5550	\$52,800.36 1.6975	\$56,843.99 1.8275
16	\$48,367.93 1.5550	\$52,800.36 1.6975	\$56,843.99 1.8275
17	\$48,367.93 1.5550	\$52,800.36 1.6975	\$56,843.99 1.8275
18	\$49,767.65 1.6000	\$54,277.84 1.7450	\$58,476.99 1.8800
19	\$49,767.65 1.6000	\$54,277.84 1.7450	\$58,476.99 1.8800
20	\$51,167.36 1.6450	\$55,755.32 1.7925	\$60,109.99 1.9325

## Appendix D

### TEACHER EXTENDED TIME SCHEDULE (2011-2012)

Experience	Bachelor's Index	Bachelor's Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0000	\$29,896.94	\$816.86	\$1,633.71	\$2,450.57	\$3,267.43
1	1.0600	\$31,690.76	\$865.87	\$1,731.74	\$2,597.60	\$3,463.47
2	1.1050	\$33,036.12	\$902.63	\$1,805.25	\$2,707.88	\$3,610.50
3	1.1500	\$34,381.48	\$939.38	\$1,878.77	\$2,818.15	\$3,757.54
4	1.1950	\$35,726.84	\$976.14	\$1,952.29	\$2,928.43	\$3,904.57
5	1.2400	\$37,072.21	\$1,012.90	\$2,025.80	\$3,038.71	\$4,051.61
6	1.2850	\$38,417.57	\$1,049.66	\$2,099.32	\$3,148.98	\$4,198.64
7	1.3300	\$39,762.93	\$1,086.42	\$2,172.84	\$3,259.26	\$4,345.68
8	1.3750	\$41,108.29	\$1,123.18	\$2,246.35	\$3,369.53	\$4,492.71
9	1.4200	\$42,453.65	\$1,159.94	\$2,319.87	\$3,479.81	\$4,639.74
10	1.4650	\$43,799.02	\$1,196.69	\$2,393.39	\$3,590.08	\$4,786.78
11	1.5100	\$45,144.38	\$1,233.45	\$2,466.91	\$3,700.36	\$4,933.81
12	1.5100	\$45,144.38	\$1,233.45	\$2,466.91	\$3,700.36	\$4,933.81
13	1.5100	\$45,144.38	\$1,233.45	\$2,466.91	\$3,700.36	\$4,933.81
14	1.5550	\$46,489.74	\$1,270.21	\$2,540.42	\$3,810.63	\$5,080.85
15	1.5550	\$46,489.74	\$1,270.21	\$2,540.42	\$3,810.63	\$5,080.85
16	1.5550	\$46,489.74	\$1,270.21	\$2,540.42	\$3,810.63	\$5,080.85
17	1.5550	\$46,489.74	\$1,270.21	\$2,540.42	\$3,810.63	\$5,080.85
18	1.6000	\$47,835.10	\$1,306.97	\$2,613.94	\$3,920.91	\$5,227.88
19	1.6000	\$47,835.10	\$1,306.97	\$2,613.94	\$3,920.91	\$5,227.88
20	1.6450	\$49,180.47	\$1,343.73	\$2,687.46	\$4,031.19	\$5,374.91

## Appendix D

### TEACHER EXTENDED TIME SCHEDULE (2011-2012)

Experience	Fifth Year	Fifth Year				
	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0800	\$32,288.70	\$882.20	\$1,764.41	\$2,646.61	\$3,528.82
1	1.1275	\$33,708.80	\$921.01	\$1,842.01	\$2,763.02	\$3,684.02
2	1.1750	\$35,128.90	\$959.81	\$1,919.61	\$2,879.42	\$3,839.22
3	1.2225	\$36,549.01	\$998.61	\$1,997.21	\$2,995.82	\$3,994.43
4	1.2700	\$37,969.11	\$1,037.41	\$2,074.81	\$3,112.22	\$4,149.63
5	1.3175	\$39,389.22	\$1,076.21	\$2,152.42	\$3,228.62	\$4,304.83
6	1.3650	\$40,809.32	\$1,115.01	\$2,230.02	\$3,345.03	\$4,460.03
7	1.4125	\$42,229.43	\$1,153.81	\$2,307.62	\$3,461.43	\$4,615.24
8	1.4600	\$43,649.53	\$1,192.61	\$2,385.22	\$3,577.83	\$4,770.44
9	1.5075	\$45,069.64	\$1,231.41	\$2,462.82	\$3,694.23	\$4,925.64
10	1.5550	\$46,489.74	\$1,270.21	\$2,540.42	\$3,810.63	\$5,080.85
11	1.6025	\$47,909.85	\$1,309.01	\$2,618.02	\$3,927.04	\$5,236.05
12	1.6500	\$49,329.95	\$1,347.81	\$2,695.63	\$4,043.44	\$5,391.25
13	1.6500	\$49,329.95	\$1,347.81	\$2,695.63	\$4,043.44	\$5,391.25
14	1.6975	\$50,750.06	\$1,386.61	\$2,773.23	\$4,159.84	\$5,546.45
15	1.6975	\$50,750.06	\$1,386.61	\$2,773.23	\$4,159.84	\$5,546.45
16	1.6975	\$50,750.06	\$1,386.61	\$2,773.23	\$4,159.84	\$5,546.45
17	1.6975	\$50,750.06	\$1,386.61	\$2,773.23	\$4,159.84	\$5,546.45
18	1.7450	\$52,170.16	\$1,425.41	\$2,850.83	\$4,276.24	\$5,701.66
19	1.7450	\$52,170.16	\$1,425.41	\$2,850.83	\$4,276.24	\$5,701.66
20	1.7925	\$53,590.26	\$1,464.21	\$2,928.43	\$4,392.64	\$5,856.86

## Appendix D

### TEACHER EXTENDED TIME SCHEDULE (2011-2012)

	Master's	Master's				
Experience	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.1450	\$34,232.00	\$935.30	\$1,870.60	\$2,805.90	\$3,741.20
1	1.1975	\$35,801.59	\$978.19	\$1,956.37	\$2,934.56	\$3,912.74
2	1.2500	\$37,371.18	\$1,021.07	\$2,042.14	\$3,063.21	\$4,084.28
3	1.3025	\$38,940.76	\$1,063.96	\$2,127.91	\$3,191.87	\$4,255.82
4	1.3550	\$40,510.35	\$1,106.84	\$2,213.68	\$3,320.52	\$4,427.36
5	1.4075	\$42,079.94	\$1,149.73	\$2,299.45	\$3,449.18	\$4,598.90
6	1.4600	\$43,649.53	\$1,192.61	\$2,385.22	\$3,577.83	\$4,770.44
7	1.5125	\$45,219.12	\$1,235.50	\$2,470.99	\$3,706.49	\$4,941.98
8	1.5650	\$46,788.71	\$1,278.38	\$2,556.76	\$3,835.14	\$5,113.52
9	1.6175	\$48,358.30	\$1,321.27	\$2,642.53	\$3,963.80	\$5,285.06
10	1.6700	\$49,927.89	\$1,364.15	\$2,728.30	\$4,092.45	\$5,456.60
11	1.7225	\$51,497.48	\$1,407.03	\$2,814.07	\$4,221.10	\$5,628.14
12	1.7750	\$53,067.07	\$1,449.92	\$2,899.84	\$4,349.76	\$5,799.68
13	1.7750	\$53,067.07	\$1,449.92	\$2,899.84	\$4,349.76	\$5,799.68
14	1.8275	\$54,636.66	\$1,492.80	\$2,985.61	\$4,478.41	\$5,971.22
15	1.8275	\$54,636.66	\$1,492.80	\$2,985.61	\$4,478.41	\$5,971.22
16	1.8275	\$54,636.66	\$1,492.80	\$2,985.61	\$4,478.41	\$5,971.22
17	1.8275	\$54,636.66	\$1,492.80	\$2,985.61	\$4,478.41	\$5,971.22
18	1.8800	\$56,206.25	\$1,535.69	\$3,071.38	\$4,607.07	\$6,142.76
19	1.8800	\$56,206.25	\$1,535.69	\$3,071.38	\$4,607.07	\$6,142.76
20	1.9325	\$57,775.84	\$1,578.57	\$3,157.15	\$4,735.72	\$6,314.30

## Appendix E

### TEACHER EXTENDED TIME SCHEDULE (2012-2013)

Experience	Bachelor's	Bachelor's				
	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0000	\$30,494.88	\$833.19	\$1,666.39	\$2,499.58	\$3,332.77
1	1.0600	\$32,324.57	\$883.18	\$1,766.37	\$2,649.55	\$3,532.74
2	1.1050	\$33,696.84	\$920.68	\$1,841.36	\$2,762.04	\$3,682.71
3	1.1500	\$35,069.11	\$958.17	\$1,916.34	\$2,874.52	\$3,832.69
4	1.1950	\$36,441.38	\$995.67	\$1,991.33	\$2,987.00	\$3,982.66
5	1.2400	\$37,813.65	\$1,033.16	\$2,066.32	\$3,099.48	\$4,132.64
6	1.2850	\$39,185.92	\$1,070.65	\$2,141.31	\$3,211.96	\$4,282.61
7	1.3300	\$40,558.19	\$1,108.15	\$2,216.29	\$3,324.44	\$4,432.59
8	1.3750	\$41,930.46	\$1,145.64	\$2,291.28	\$3,436.92	\$4,582.56
9	1.4200	\$43,302.73	\$1,183.13	\$2,366.27	\$3,549.40	\$4,732.54
10	1.4650	\$44,675.00	\$1,220.63	\$2,441.26	\$3,661.89	\$4,882.51
11	1.5100	\$46,047.27	\$1,258.12	\$2,516.24	\$3,774.37	\$5,032.49
12	1.5100	\$46,047.27	\$1,258.12	\$2,516.24	\$3,774.37	\$5,032.49
13	1.5100	\$46,047.27	\$1,258.12	\$2,516.24	\$3,774.37	\$5,032.49
14	1.5550	\$47,419.54	\$1,295.62	\$2,591.23	\$3,886.85	\$5,182.46
15	1.5550	\$47,419.54	\$1,295.62	\$2,591.23	\$3,886.85	\$5,182.46
16	1.5550	\$47,419.54	\$1,295.62	\$2,591.23	\$3,886.85	\$5,182.46
17	1.5550	\$47,419.54	\$1,295.62	\$2,591.23	\$3,886.85	\$5,182.46
18	1.6000	\$48,791.81	\$1,333.11	\$2,666.22	\$3,999.33	\$5,332.44
19	1.6000	\$48,791.81	\$1,333.11	\$2,666.22	\$3,999.33	\$5,332.44
20	1.6450	\$50,164.08	\$1,370.60	\$2,741.21	\$4,111.81	\$5,482.41

## Appendix E

### TEACHER EXTENDED TIME SCHEDULE (2012-2013)

Experience	Fifth Year	Fifth Year				
	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0800	\$32,934.47	\$899.85	\$1,799.70	\$2,699.55	\$3,599.40
1	1.1275	\$34,382.98	\$939.43	\$1,878.85	\$2,818.28	\$3,757.70
2	1.1750	\$35,831.48	\$979.00	\$1,958.00	\$2,937.01	\$3,916.01
3	1.2225	\$37,279.99	\$1,018.58	\$2,037.16	\$3,055.74	\$4,074.32
4	1.2700	\$38,728.50	\$1,058.16	\$2,116.31	\$3,174.47	\$4,232.62
5	1.3175	\$40,177.00	\$1,097.73	\$2,195.46	\$3,293.20	\$4,390.93
6	1.3650	\$41,625.51	\$1,137.31	\$2,274.62	\$3,411.93	\$4,549.24
7	1.4125	\$43,074.02	\$1,176.89	\$2,353.77	\$3,530.66	\$4,707.54
8	1.4600	\$44,522.52	\$1,216.46	\$2,432.92	\$3,649.39	\$4,865.85
9	1.5075	\$45,971.03	\$1,256.04	\$2,512.08	\$3,768.12	\$5,024.16
10	1.5550	\$47,419.54	\$1,295.62	\$2,591.23	\$3,886.85	\$5,182.46
11	1.6025	\$48,868.05	\$1,335.19	\$2,670.39	\$4,005.58	\$5,340.77
12	1.6500	\$50,316.55	\$1,374.77	\$2,749.54	\$4,124.31	\$5,499.08
13	1.6500	\$50,316.55	\$1,374.77	\$2,749.54	\$4,124.31	\$5,499.08
14	1.6975	\$51,765.06	\$1,414.35	\$2,828.69	\$4,243.04	\$5,657.38
15	1.6975	\$51,765.06	\$1,414.35	\$2,828.69	\$4,243.04	\$5,657.38
16	1.6975	\$51,765.06	\$1,414.35	\$2,828.69	\$4,243.04	\$5,657.38
17	1.6975	\$51,765.06	\$1,414.35	\$2,828.69	\$4,243.04	\$5,657.38
18	1.7450	\$53,213.57	\$1,453.92	\$2,907.85	\$4,361.77	\$5,815.69
19	1.7450	\$53,213.57	\$1,453.92	\$2,907.85	\$4,361.77	\$5,815.69
20	1.7925	\$54,662.07	\$1,493.50	\$2,987.00	\$4,480.50	\$5,974.00

## Appendix E

### TEACHER EXTENDED TIME SCHEDULE (2012-2013)

Experience	Master's Index	Master's Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.1450	\$34,916.64	\$954.01	\$1,908.01	\$2,862.02	\$3,816.03
1	1.1975	\$36,517.62	\$997.75	\$1,995.50	\$2,993.25	\$3,991.00
2	1.2500	\$38,118.60	\$1,041.49	\$2,082.98	\$3,124.48	\$4,165.97
3	1.3025	\$39,719.58	\$1,085.23	\$2,170.47	\$3,255.70	\$4,340.94
4	1.3550	\$41,320.56	\$1,128.98	\$2,257.95	\$3,386.93	\$4,515.91
5	1.4075	\$42,921.54	\$1,172.72	\$2,345.44	\$3,518.16	\$4,690.88
6	1.4600	\$44,522.52	\$1,216.46	\$2,432.92	\$3,649.39	\$4,865.85
7	1.5125	\$46,123.51	\$1,260.21	\$2,520.41	\$3,780.62	\$5,040.82
8	1.5650	\$47,724.49	\$1,303.95	\$2,607.90	\$3,911.84	\$5,215.79
9	1.6175	\$49,325.47	\$1,347.69	\$2,695.38	\$4,043.07	\$5,390.76
10	1.6700	\$50,926.45	\$1,391.43	\$2,782.87	\$4,174.30	\$5,565.73
11	1.7225	\$52,527.43	\$1,435.18	\$2,870.35	\$4,305.53	\$5,740.70
12	1.7750	\$54,128.41	\$1,478.92	\$2,957.84	\$4,436.75	\$5,915.67
13	1.7750	\$54,128.41	\$1,478.92	\$2,957.84	\$4,436.75	\$5,915.67
14	1.8275	\$55,729.39	\$1,522.66	\$3,045.32	\$4,567.98	\$6,090.64
15	1.8275	\$55,729.39	\$1,522.66	\$3,045.32	\$4,567.98	\$6,090.64
16	1.8275	\$55,729.39	\$1,522.66	\$3,045.32	\$4,567.98	\$6,090.64
17	1.8275	\$55,729.39	\$1,522.66	\$3,045.32	\$4,567.98	\$6,090.64
18	1.8800	\$57,330.37	\$1,566.40	\$3,132.81	\$4,699.21	\$6,265.61
19	1.8800	\$57,330.37	\$1,566.40	\$3,132.81	\$4,699.21	\$6,265.61
20	1.9325	\$58,931.36	\$1,610.15	\$3,220.29	\$4,830.44	\$6,440.59

## Appendix F

### TEACHER EXTENDED TIME SCHEDULE (2013-2014)

Experience	Bachelor's	Bachelor's				
	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0000	\$31,104.78	\$849.86	\$1,699.71	\$2,549.57	\$3,399.43
1	1.0600	\$32,971.07	\$900.85	\$1,801.70	\$2,702.55	\$3,603.40
2	1.1050	\$34,370.78	\$939.09	\$1,878.18	\$2,817.28	\$3,756.37
3	1.1500	\$35,770.50	\$977.34	\$1,954.67	\$2,932.01	\$3,909.34
4	1.1950	\$37,170.21	\$1,015.58	\$2,031.16	\$3,046.74	\$4,062.32
5	1.2400	\$38,569.93	\$1,053.82	\$2,107.65	\$3,161.47	\$4,215.29
6	1.2850	\$39,969.64	\$1,092.07	\$2,184.13	\$3,276.20	\$4,368.27
7	1.3300	\$41,369.36	\$1,130.31	\$2,260.62	\$3,390.93	\$4,521.24
8	1.3750	\$42,769.07	\$1,168.55	\$2,337.11	\$3,505.66	\$4,674.22
9	1.4200	\$44,168.79	\$1,206.80	\$2,413.60	\$3,620.39	\$4,827.19
10	1.4650	\$45,568.50	\$1,245.04	\$2,490.08	\$3,735.12	\$4,980.16
11	1.5100	\$46,968.22	\$1,283.28	\$2,566.57	\$3,849.85	\$5,133.14
12	1.5100	\$46,968.22	\$1,283.28	\$2,566.57	\$3,849.85	\$5,133.14
13	1.5100	\$46,968.22	\$1,283.28	\$2,566.57	\$3,849.85	\$5,133.14
14	1.5550	\$48,367.93	\$1,321.53	\$2,643.06	\$3,964.58	\$5,286.11
15	1.5550	\$48,367.93	\$1,321.53	\$2,643.06	\$3,964.58	\$5,286.11
16	1.5550	\$48,367.93	\$1,321.53	\$2,643.06	\$3,964.58	\$5,286.11
17	1.5550	\$48,367.93	\$1,321.53	\$2,643.06	\$3,964.58	\$5,286.11
18	1.6000	\$49,767.65	\$1,359.77	\$2,719.54	\$4,079.32	\$5,439.09
19	1.6000	\$49,767.65	\$1,359.77	\$2,719.54	\$4,079.32	\$5,439.09
20	1.6450	\$51,167.36	\$1,398.02	\$2,796.03	\$4,194.05	\$5,592.06

## Appendix F

### TEACHER EXTENDED TIME SCHEDULE (2013-2014)

	Fifth Year	Fifth Year				
Experience	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.0800	\$33,593.16	\$917.85	\$1,835.69	\$2,753.54	\$3,671.38
1	1.1275	\$35,070.64	\$958.21	\$1,916.43	\$2,874.64	\$3,832.86
2	1.1750	\$36,548.12	\$998.58	\$1,997.17	\$2,995.75	\$3,994.33
3	1.2225	\$38,025.59	\$1,038.05	\$2,077.90	\$3,116.85	\$4,155.80
4	1.2700	\$39,503.07	\$1,079.32	\$2,158.64	\$3,237.96	\$4,317.28
5	1.3175	\$40,980.55	\$1,119.69	\$2,239.37	\$3,359.06	\$4,478.75
6	1.3650	\$42,458.02	\$1,160.06	\$2,320.11	\$3,480.17	\$4,640.22
7	1.4125	\$43,935.50	\$1,200.42	\$2,400.85	\$3,601.27	\$4,801.69
8	1.4600	\$45,412.98	\$1,240.79	\$2,481.58	\$3,722.38	\$4,963.17
9	1.5075	\$46,890.46	\$1,281.16	\$2,562.32	\$3,843.48	\$5,124.64
10	1.5550	\$48,367.93	\$1,321.53	\$2,643.06	\$3,964.58	\$5,286.11
11	1.6025	\$49,845.41	\$1,361.90	\$2,723.79	\$4,085.69	\$5,447.59
12	1.6500	\$51,322.89	\$1,402.26	\$2,804.53	\$4,206.79	\$5,609.06
13	1.6500	\$51,322.89	\$1,402.26	\$2,804.53	\$4,206.79	\$5,609.06
14	1.6975	\$52,800.36	\$1,442.63	\$2,885.27	\$4,327.90	\$5,770.53
15	1.6975	\$52,800.36	\$1,442.63	\$2,885.27	\$4,327.90	\$5,770.53
16	1.6975	\$52,800.36	\$1,442.63	\$2,885.27	\$4,327.90	\$5,770.53
17	1.6975	\$52,800.36	\$1,442.63	\$2,885.27	\$4,327.90	\$5,770.53
18	1.7450	\$54,277.84	\$1,483.00	\$2,966.00	\$4,449.00	\$5,932.00
19	1.7450	\$54,277.84	\$1,483.00	\$2,966.00	\$4,449.00	\$5,932.00
20	1.7925	\$55,755.32	\$1,523.37	\$3,046.74	\$4,570.11	\$6,093.48

## Appendix F

### TEACHER EXTENDED TIME SCHEDULE (2013-2014)

Experience	Master's	Master's				
	Index	Base Salary	1 Week	2 Weeks	3 Weeks	4 Weeks
0	1.1450	\$35,614.97	\$973.09	\$1,946.17	\$2,919.26	\$3,892.35
1	1.1975	\$37,247.97	\$1,017.70	\$2,035.41	\$3,053.11	\$4,070.82
2	1.2500	\$38,880.98	\$1,062.32	\$2,124.64	\$3,186.97	\$4,249.29
3	1.3025	\$40,513.98	\$1,106.94	\$2,213.88	\$3,320.82	\$4,427.76
4	1.3550	\$42,146.98	\$1,151.56	\$2,303.11	\$3,454.67	\$4,606.23
5	1.4075	\$43,779.98	\$1,196.17	\$2,392.35	\$3,588.52	\$4,784.70
6	1.4600	\$45,412.98	\$1,240.79	\$2,481.58	\$3,722.38	\$4,963.17
7	1.5125	\$47,045.98	\$1,285.41	\$2,570.82	\$3,856.23	\$5,141.64
8	1.5650	\$48,678.98	\$1,330.03	\$2,660.05	\$3,990.08	\$5,320.11
9	1.6175	\$50,311.98	\$1,374.64	\$2,749.29	\$4,123.93	\$5,498.58
10	1.6700	\$51,944.98	\$1,419.26	\$2,838.52	\$4,257.79	\$5,677.05
11	1.7225	\$53,577.98	\$1,463.88	\$2,927.76	\$4,391.64	\$5,855.52
12	1.7750	\$55,210.98	\$1,508.50	\$3,016.99	\$4,525.49	\$6,033.99
13	1.7750	\$55,210.98	\$1,508.50	\$3,016.99	\$4,525.49	\$6,033.99
14	1.8275	\$56,843.99	\$1,553.11	\$3,106.23	\$4,659.34	\$6,212.46
15	1.8275	\$56,843.99	\$1,553.11	\$3,106.23	\$4,659.34	\$6,212.46
16	1.8275	\$56,843.99	\$1,553.11	\$3,106.23	\$4,659.34	\$6,212.46
17	1.8275	\$56,843.99	\$1,553.11	\$3,106.23	\$4,659.34	\$6,212.46
18	1.8800	\$58,476.99	\$1,597.73	\$3,195.46	\$4,793.20	\$6,390.93
19	1.8800	\$58,476.99	\$1,597.73	\$3,195.46	\$4,793.20	\$6,390.93
20	1.9325	\$60,109.99	\$1,642.35	\$3,284.70	\$4,927.05	\$6,569.40

## Appendix G

### SUPPLEMENTAL SALARY SCHEDULE (2011-2012)

POSITION	Step 0	Step 1	Step 2	Step 3
Academic Team Advisor	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Advisor (Grade 6)	\$184.65	\$186.50	\$192.10	\$201.71
Advisor (Grade 7)	\$184.65	\$186.50	\$192.10	\$201.71
Advisor (Grade 8)	\$369.33	\$373.03	\$384.22	\$403.43
Advisor (Freshman)	\$369.33	\$373.03	\$384.22	\$403.43
Advisor (Sophomore)	\$369.33	\$373.03	\$384.22	\$403.43
Advisor (Junior)	\$1,231.07	\$1,243.38	\$1,280.68	\$1,344.71
Advisor (Senior)	\$1,046.41	\$1,056.87	\$1,088.58	\$1,143.01
Athletic Director	\$4,554.96	\$4,600.51	\$4,738.53	\$4,975.46
Athletic Director (Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Athletic Trainer (3 seasons and Fall preseason)	\$16,896.99	\$17,065.96	\$17,577.94	\$18,456.84
Band (Extracurricular)	\$3,077.67	\$3,108.44	\$3,201.69	\$3,361.77
Band (Asst. Marching)	\$2,092.81	\$2,113.73	\$2,177.14	\$2,286.00
Band (Summer)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Band (Jr. High Director)	\$1,107.98	\$1,119.05	\$1,152.62	\$1,210.25
Baseball (Varsity)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Baseball (Varsity Asst)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Baseball (Reserve)	\$1,403.42	\$1,417.45	\$1,459.97	\$1,532.97
Basketball (Varsity Boys)	\$4,554.96	\$4,600.51	\$4,738.53	\$4,975.46
Basketball (Reserve Boys)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Basketball (Varsity Asst Boys)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Basketball (9th Grade Boys)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (8th Grade Boys)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (7th Grade Boys)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (Boys Elem)	\$1,745.66	\$1,763.12	\$1,816.01	\$1,906.81
Basketball (Varsity Girls)	\$4,554.96	\$4,600.51	\$4,738.53	\$4,975.46
Basketball (Reserve Girls)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Basketball (Varsity Asst Girls)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Basketball (9th Grade Girls)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (8th Grade Girls)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (7th Grade Girls)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Basketball (Girls Elem)	\$1,745.66	\$1,763.12	\$1,816.01	\$1,906.81
Bowling	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Camp Fitch	\$307.76	\$310.84	\$320.17	\$336.18
Career Passport Coordinator	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97

Chair (Business)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (English)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Family & Consumer Science)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Fine Arts)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Foreign Language)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (HPE/Safety)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Math)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Science)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Social Studies)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (Special Education)	\$369.33	\$373.03	\$384.22	\$403.43
Chair (T & I)	\$369.33	\$373.03	\$384.22	\$403.43
Cheerleading Advisor (Varsity)	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Cheerleading Advisor (Varsity Asst)	\$1,846.59	\$1,865.05	\$1,921.00	\$2,017.05
Cheerleading Advisor (9th Grade)	\$1,846.59	\$1,865.05	\$1,921.00	\$2,017.05
Cheerleading Advisor (8th Grade)	\$1,846.59	\$1,865.05	\$1,921.00	\$2,017.05
Cheerleading Advisor (7th Grade)	\$1,846.59	\$1,865.05	\$1,921.00	\$2,017.05
Color Guard/Rifle Director	\$3,732.78	\$3,732.78	\$3,732.78	\$3,732.78
Cross Country (Varsity)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,2901.90
Cross Country (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Culture Club Advisor	\$1,046.41	\$1,056.87	\$1,088.58	\$1,143.01
Debate Team Advisor	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Drama Advisor (Fall)	\$760.80	\$768.41	\$791.46	\$831.03
Drama Advisor (Winter)	\$760.80	\$768.41	\$791.46	\$831.03
English Passport	\$1,149.82	\$1,161.31	\$1,196.15	\$1,255.96
English Passport	\$1,142.82	\$1,161.31	\$1,196.15	\$1,255.96
Equipment Manager (Fall)	\$1,538.82	\$1,554.21	\$1,600.84	\$1,680.88
Equipment Manager (Spring)	\$1,538.82	\$1,554.21	\$1,600.84	\$1,680.88
Football (Varsity)	\$4,554.96	\$4,600.51	\$4,738.53	\$4,975.46
Football (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Football (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Football (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Football (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Football (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Football (9th Grade)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Football (9th Grade Asst)	\$1,477.29	\$1,492.06	\$1,536.82	\$1,613.66
Football (Jr. High)	\$2,193.75	\$2,215.69	\$2,282.16	\$2,396.27
Football (Jr. High Asst)	\$1,477.29	\$1,492.06	\$1,536.82	\$1,613.66
Football (Jr. High Asst)	\$1,477.29	\$1,492.06	\$1,536.82	\$1,613.66
Football (Jr. High Asst)	\$1,477.29	\$1,492.06	\$1,536.82	\$1,613.66
Football (Pre-season)	\$369.33	\$373.06	\$384.22	\$403.43
Football (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Football (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43

Football (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Football (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Football (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Golf (Varsity)	\$2,403.05	\$2,427.08	\$2,499.89	2,624.88
Intramurals (HS Boys)	\$790.35	\$798.25	\$822.20	\$863.31
Intramurals (HS Girls)	\$790.35	\$798.25	\$822.20	\$863.31
Intramurals (Jr. High Boys)	\$790.35	\$798.25	\$822.20	\$863.31
Intramurals (Jr. High Girls)	\$790.35	\$798.25	\$822.20	\$863.31
Journalism	\$1,149.82	\$1,161.31	\$1,196.15	\$1,255.96
Musical Director	\$760.80	\$768.41	\$791.46	\$831.03
Musical Co-Director	\$492.42	\$497.34	\$512.26	\$537.87
Soccer (Varsity Boys)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Soccer (Varsity Asst Boys)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Soccer (Varsity Girls)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Soccer (Varsity Asst Girls)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Soccer (Pre-season Boys)	\$369.33	\$373.03	\$384.22	\$403.43
Soccer (Pre-season Boys)	\$369.33	\$373.03	\$384.22	\$403.43
Soccer (Pre-season Girls)	\$369.33	\$373.03	\$384.22	\$403.43
Soccer (Pre-season Girls)	\$369.33	\$373.03	\$384.22	\$403.43
Softball (Varsity)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Softball (Varsity Asst)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Softball (Reserve)	\$1,403.42	\$1,417.45	\$1,459.97	\$1,532.97
Sports Information Director	\$1,608.01	\$1,624.09	\$1,672.81	\$1,756.45
Swimming	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Tennis (Varsity)	\$2,403.05	\$2,427.08	\$2,499.89	\$2,624.88
Ticket Manager	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Track (Varsity Boys)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Track (Varsity Asst Boys)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Track (Jr. High Boys)	\$1,600.39	\$1,616.39	\$1,664.88	\$1,748.12
Track (Jr. High Asst Boys)	\$1,499.45	\$1,514.45	\$1,559.88	\$1,637.87
Track (Varsity Girls)	\$2,656.64	\$2,683.21	\$2,763.61	\$2,901.90
Track (Varsity Asst Girls)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40
Track (Jr. High Girls)	\$1,600.39	\$1,616.39	\$1,664.88	\$1,748.12
Track (Jr. High Asst Girls)	\$1,499.45	\$1,514.45	\$1,559.88	\$1,637.87
Vocal Extracurricular	\$1,149.82	\$1,161.31	\$1,196.15	\$1,255.96
Volleyball (Varsity)	\$2,656.64	\$2,683.21	\$2,763.71	\$2,901.90
Volleyball (Varsity Asst)	\$1,701.34	\$1,718.35	\$1,769.90	\$1,858.40

Volleyball (9th Grade)	\$1,600.39	\$1,616.39	\$1,664.88	\$1,748.12
Volleyball (8th Grade)	\$1,600.39	\$1,616.39	\$1,664.88	\$1,748.12
Volleyball (7th Grade)	\$1,600.39	\$1,616.39	\$1,664.88	\$1,748.12
Volleyball (Pre-season)	\$369.33	\$373.03	\$384.22	\$403.43
Weight Training Advisor	\$3,343.58	\$3,377.02	\$3,478.33	\$3,652.25
Wrestling (Varsity)	\$4,554.96	\$4,600.51	\$4,738.53	\$4,975.46
Wrestling (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Wrestling (Varsity Asst)	\$2,339.04	\$2,362.43	\$2,433.30	\$2,554.97
Wrestling (Jr. High)	\$2,092.81	\$2,113.73	\$2,177.14	\$2,286.00
Wrestling (Jr. High Asst)	\$1,551.14	\$1,566.66	\$1,613.66	\$1,694.34
Wrestling (K-12)	\$1,745.66	\$1,763.12	\$1,816.01	\$1,906.81
Wrestling (Elementary)	\$760.80	\$768.41	\$791.46	\$831.03
Yearbook Advisor	\$1,149.82	\$1,161.31	\$1,196.15	\$1,255.96

Beginning with the 2011-2012 school year, if the athletic trainer position is not filled after posting, and the District locates an athletic trainer for more than the rate set forth in the supplemental salary schedule, the Superintendent will notify the ELEA President of the market rate. The ELEA President will notify any licensed bargaining unit member who is certified/licensed, or who could become certified/licensed, for the position of the opportunity to accept the position at the higher market rate. If the current bargaining unit member accepts the position, they shall be hired at the market rate for the school year in question. If the bargaining unit member does not accept the athletic trainer position, the Board is permitted to contract for any athletic trainer at the market rate for the school year in question.

The Board will be permitted to continue its contract with KSU for an athletic trainer position for the 2011-2012 school year. The ELEA will withdraw the grievance filed relating to the Athletic Trainer position. Additionally, the MOU dated May 2006 reached by the parties regarding the filling of the athletic trainer position shall be void.

## Appendix G

### SUPPLEMENTAL SALARY SCHEDULE (2012-2013)

POSITION	Step 0	Step 1	Step 2	Step 3
Academic Team Advisor	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Advisor (Grade 6)	\$188.34	\$190.23	\$195.94	\$205.74
Advisor (Grade 7)	\$188.34	\$190.23	\$195.94	\$205.74
Advisor (Grade 8)	\$376.72	\$380.48	\$391.89	\$411.48
Advisor (Freshman)	\$376.72	\$380.48	\$391.89	\$411.48
Advisor (Sophomore)	\$376.72	\$380.48	\$391.89	\$411.48
Advisor (Junior)	\$1,255.69	\$1,268.25	\$1,306.30	\$1,371.62
Advisor (Senior)	\$1,067.34	\$1,078.01	\$1,110.35	\$1,165.87
Athletic Director	\$4,646.06	\$4,692.52	\$4,833.30	\$5,074.97
Athletic Director (Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Athletic Trainer (3 seasons and Fall preseason)	\$17,234.93	\$17,407.28	\$17,929.50	\$18,825.98
Band (Extracurricular)	\$3,139.22	\$3,170.62	\$3,265.74	\$3,429.03
Band (Asst. Marching)	\$2,134.67	\$2,156.01	\$2,220.69	\$2,331.72
Band (Summer)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Band (Jr. High Director)	\$1,130.14	\$1,141.44	\$1,175.68	\$1,234.46
Baseball (Varsity)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Baseball (Varsity Asst)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Baseball (Reserve)	\$1,431.49	\$1,445.80	\$1,489.17	\$1,563.63
Basketball (Varsity Boys)	\$4,646.06	\$4,692.52	\$4,833.30	\$5,074.97
Basketball (Reserve Boys)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Basketball (Varsity Asst Boys)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Basketball (9th Grade Boys)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (8th Grade Boys)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (7th Grade Boys)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (Boys Elem)	\$1,780.57	\$1,798.38	\$1,852.33	\$1,944.95
Basketball (Varsity Girls)	\$4,646.06	\$4,692.52	\$4,833.30	\$5,074.97
Basketball (Reserve Girls)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Basketball (Varsity Asst Girls)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Basketball (9th Grade Girls)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (8th Grade Girls)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (7th Grade Girls)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Basketball (Girls Elem)	\$1,780.57	\$1,798.38	\$1,852.33	\$1,944.95
Bowling	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Camp Fitch	\$313.92	\$317.05	\$326.56	\$342.89

Career Passport Coordinator	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Chair (Business)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (English)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Family & Consumer Science)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Fine Arts)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Foreign Language)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (HPE/Safety)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Math)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Science)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Social Studies)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (Special Education)	\$376.72	\$380.48	\$391.89	\$411.48
Chair (T & I)	\$376.72	\$380.48	\$391.89	\$411.48
Cheerleading Advisor (Varsity)	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Cheerleading Advisor (Varsity Asst)	\$1,883.52	\$1,902.36	\$1,959.43	\$2,057.40
Cheerleading Advisor (9th Grade)	\$1,883.52	\$1,902.36	\$1,959.43	\$2,057.40
Cheerleading Advisor (8th Grade)	\$1,883.52	\$1,902.36	\$1,959.43	\$2,057.40
Cheerleading Advisor (7th Grade)	\$1,883.52	\$1,902.36	\$1,959.43	\$2,057.40
Color Guard/Rifle Director	\$3,807.44	\$3,807.44	\$3,807.44	\$3,807.44
Cross Country (Varsity)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Cross Country (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Culture Club Advisor	\$1,067.34	\$1,078.01	\$1,110.35	\$1,165.87
Debate Team Advisor	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Drama Advisor (Fall)	\$776.02	\$783.78	\$807.29	\$847.65
Drama Advisor (Winter)	\$776.02	\$783.78	\$807.29	\$847.65
English Passport	\$1,172.82	\$1,184.54	\$1,220.08	\$1,281.08
English Passport	\$1,172.82	\$1,184.54	\$1,220.08	\$1,281.08
Equipment Manager (Fall)	\$1,569.60	\$1,585.29	\$1,632.85	\$1,714.49
Equipment Manager (Spring)	\$1,569.60	\$1,585.29	\$1,632.85	\$1,714.49
Football (Varsity)	\$4,646.06	\$4,692.52	\$4,833.30	\$5,074.97
Football (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Football (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Football (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Football (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Football (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Football (9th Grade)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Football (9th Grade Asst)	\$1,506.84	\$1,521.90	\$1,567.56	\$1,645.94
Football (Jr. High)	\$2,237.63	\$2,260.00	\$2,327.80	\$2,444.19
Football (Jr. High Asst)	\$1,506.84	\$1,521.90	\$1,567.56	\$1,645.94
Football (Jr. High Asst)	\$1,506.84	\$1,521.90	\$1,567.56	\$1,645.94
Football (Jr. High Asst)	\$1,506.84	\$1,521.90	\$1,567.56	\$1,645.94
Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48

Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Football (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Golf (Varsity)	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Intramurals (HS Boys)	\$806.16	\$814.22	\$838.65	\$880.58
Intramurals (HS Girls)	\$806.16	\$814.22	\$838.65	\$880.58
Intramurals (Jr. High Boys)	\$806.16	\$814.22	\$838.65	\$880.58
Intramurals (Jr. High Girls)	\$806.16	\$814.22	\$838.65	\$880.58
Journalism	\$1,172.82	\$1,184.54	\$1,220.08	\$1,281.08
Musical Director	\$776.02	\$783.78	\$807.29	\$847.65
Musical Co-Director	\$502.27	\$507.29	\$522.51	\$548.64
Soccer (Varsity Boys)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Soccer (Varsity Asst Boys)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Soccer (Varsity Girls)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Soccer (Varsity Asst Girls)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Soccer (Pre-season Boys)	\$376.72	\$380.48	\$391.89	\$411.48
Soccer (Pre-season Boys)	\$376.72	\$380.48	\$391.89	\$411.48
Soccer (Pre-season Girls)	\$376.72	\$380.48	\$391.89	\$411.48
Soccer (Pre-season Girls)	\$376.72	\$380.48	\$391.89	\$411.48
Softball (Varsity)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Softball (Varsity Asst)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Softball (Reserve)	\$1,431.49	\$1,445.80	\$1,489.17	\$1,563.63
Sports Information Director	\$1,640.17	\$1,656.57	\$1,706.27	\$1,791.58
Swimming	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Tennis (Varsity)	\$2,451.11	\$2,475.62	\$2,549.89	\$2,677.38
Ticket Manager	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Track (Varsity Boys)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Track (Varsity Asst Boys)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Track (Jr. High Boys)	\$1,632.40	\$1,648.72	\$1,698.18	\$1,783.09
Track (Jr. High Asst Boys)	\$1,529.44	\$1,544.73	\$1,591.07	\$1,670.62
Track (Varsity Girls)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93
Track (Varsity Asst Girls)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Track (Jr. High Girls)	\$1,632.40	\$1,648.72	\$1,698.18	\$1,783.09
Track (Jr. High Asst Girls)	\$1,529.44	\$1,544.73	\$1,591.07	\$1,670.62
Vocal Extracurricular	\$1,172.82	\$1,184.54	\$1,220.08	\$1,281.08
Volleyball (Varsity)	\$2,709.77	\$2,736.87	\$2,818.98	\$2,959.93

Volleyball (Varsity Asst)	\$1,735.37	\$1,752.72	\$1,805.30	\$1,895.57
Volleyball (9th Grade)	\$1,632.40	\$1,648.72	\$1,698.18	\$1,783.09
Volleyball (8th Grade)	\$1,632.40	\$1,648.72	\$1,698.18	\$1,783.09
Volleyball (7th Grade)	\$1,632.40	\$1,648.72	\$1,698.18	\$1,783.09
Volleyball (Pre-season)	\$376.72	\$380.48	\$391.89	\$411.48
Weight Training Advisor	\$3,410.45	\$3,444.56	\$3,547.90	\$3,725.30
Wrestling (Varsity)	\$4,646.06	\$4,692.52	\$4,833.30	\$5,074.97
Wrestling (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Wrestling (Varsity Asst)	\$2,385.82	\$2,409.68	\$2,481.97	\$2,606.07
Wrestling (Jr. High)	\$2,134.67	\$2,156.01	\$2,220.69	\$2,331.72
Wrestling (Jr. High Asst)	\$1,582.16	\$1,597.98	\$1,645.92	\$1,728.22
Wrestling (K-12)	\$1,780.57	\$1,798.38	\$1,852.33	\$1,944.95
Wrestling (Elementary)	\$776.02	\$783.78	\$807.29	\$847.65
Yearbook Advisor	\$1,172.82	\$1,184.54	\$1,220.08	\$1,281.08

## Appendix G

### SUPPLEMENTAL SALARY SCHEDULE (2013-2014)

POSITION	Step 0	Step 1	Step 2	Step 3
Academic Team Advisor	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Advisor (Grade 6)	\$192.11	\$194.03	\$199.85	\$209.84
Advisor (Grade 7)	\$192.11	\$194.03	\$199.85	\$209.84
Advisor (Grade 8)	\$384.25	\$388.10	\$399.74	\$419.73
Advisor (Freshman)	\$384.25	\$388.10	\$399.74	\$419.73
Advisor (Sophomore)	\$384.25	\$388.10	\$399.74	\$419.73
Advisor (Junior)	\$1,250.20	\$1,262.71	\$1,300.59	\$1,365.62
Advisor (Senior)	\$1,088.69	\$1,099.57	\$1,132.56	\$1,189.19
Athletic Director	\$4,738.98	\$4,786.37	\$4,929.96	\$5,176.46
Athletic Director (Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Athletic Trainer (3 seasons and Fall preseason)	\$17,579.63	\$17,755.42	\$18,288.08	\$19,202.48
Band (Extracurricular)	\$3,202.00	\$3,234.02	\$3,331.04	\$3,497.59
Band (Asst. Marching)	\$2,177.36	\$2,199.14	\$2,265.11	\$2,378.37
Band (Summer)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Band (Jr. High School Director)	\$1,152.74	\$1,164.27	\$1,199.20	\$1,259.16
Baseball (Varsity)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Baseball (Varsity Asst)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Baseball (Reserve)	\$1,460.12	\$1,474.72	\$1,518.96	\$1,594.91
Basketball (Varsity Boys)	\$4,738.98	\$4,786.37	\$4,929.96	\$5,176.46
Basketball (Reserve Boys)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Basketball (Varsity Asst Boys)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Basketball (9th Grade Boys)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (8th Grade Boys)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (7th Grade Boys)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (Boys Elem)	\$1,816.18	\$1,834.34	\$1,889.37	\$1,983.84
Basketball (Varsity Girls)	\$4,738.98	\$4,786.37	\$4,929.96	\$5,176.46
Basketball (Reserve Girls)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Basketball (Varsity Asst Girls)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Basketball (9th Grade Girls)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (8th Grade Girls)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (7th Grade Girls)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Basketball (Girls Elem)	\$1,816.18	\$1,834.34	\$1,889.37	\$1,983.84
Bowling	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Camp Fitch	\$320.20	\$323.40	\$333.10	\$349.76

Career Passport Coordinator	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Chair (Business)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (English)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Family & Consumer Science)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Fine Arts)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Foreign Language)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (HPE/Safety)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Math)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Science)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Social Studies)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (Special Education)	\$384.25	\$388.10	\$399.74	\$419.73
Chair (T & I)	\$384.25	\$388.10	\$399.74	\$419.73
Cheerleading Advisor (Varsity)	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Cheerleading Advisor (Varsity Asst)	\$1,921.19	\$1,940.40	\$1,998.61	\$2,098.54
Cheerleading Advisor (9th Grade)	\$1,921.19	\$1,940.40	\$1,998.61	\$2,098.54
Cheerleading Advisor (8th Grade)	\$1,921.19	\$1,940.40	\$1,998.61	\$2,098.54
Cheerleading Advisor (7th Grade)	\$1,921.19	\$1,940.40	\$1,998.61	\$2,098.54
Color Guard/Rifle Director	\$3,883.59	\$3,883.59	\$3,883.59	\$3,883.59
Cross Country (Varsity)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Cross Country (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Culture Club Advisor	\$1,088.69	\$1,099.57	\$1,132.56	\$1,189.19
Debate Team Advisor	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Drama Advisor (Fall)	\$791.54	\$799.46	\$823.44	\$864.61
Drama Advisor (Winter)	\$791.54	\$799.46	\$823.44	\$864.61
English Passport	\$1,196.28	\$1,208.24	\$1,244.49	\$1,306.71
English Passport	\$1,196.28	\$1,208.24	\$1,244.49	\$1,306.71
Equipment Manager (Fall)	\$1,600.99	\$1,617.00	\$1,665.51	\$1,748.79
Equipment Manager (Spring)	\$1,600.99	\$1,617.00	\$1,665.51	\$1,748.79
Football (Varsity)	\$4,738.98	\$4,786.37	\$4,929.96	\$5,176.46
Football (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Football (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Football (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Football (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Football (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Football (9th Grade)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Football (9th Grade Asst)	\$1,536.98	\$1,552.35	\$1,598.92	\$1,678.87
Football (Jr. High)	\$2,282.38	\$2,305.21	\$2,374.37	\$2,493.09
Football (Jr. High Asst)	\$1,536.98	\$1,552.35	\$1,598.92	\$1,678.87
Football (Jr. High Asst)	\$1,536.98	\$1,552.35	\$1,598.92	\$1,678.87
Football (Jr. High Asst)	\$1,536.98	\$1,552.35	\$1,598.92	\$1,678.87
Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73

Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Football (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Golf (Varsity)	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Intramurals (HS Boys)	\$822.28	\$830.51	\$855.43	\$898.20
Intramurals (HS Girls)	\$822.28	\$830.51	\$855.43	\$898.20
Intramurals (Jr. High Boys)	\$822.28	\$830.51	\$855.43	\$898.20
Intramurals (Jr. High Girls)	\$822.28	\$830.51	\$855.43	\$898.20
Journalism	\$1,196.28	\$1,208.24	\$1,244.49	\$1,306.71
Musical Director	\$791.54	\$799.46	\$823.44	\$864.61
Musical Co-Director	\$512.32	\$517.44	\$532.96	\$559.61
Soccer (Varsity Boys)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Soccer (Varsity Asst Boys)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Soccer (Varsity Girls)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Soccer (Varsity Asst Girls)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Soccer (Pre-season Boys)	\$384.25	\$388.10	\$399.74	\$419.73
Soccer (Pre-season Boys)	\$384.25	\$388.10	\$399.74	\$419.73
Soccer (Pre-season Girls)	\$384.25	\$388.10	\$399.74	\$419.73
Soccer (Pre-season Girls)	\$384.25	\$388.10	\$399.74	\$419.73
Softball (Varsity)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Softball (Varsity Asst)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Softball (Reserve)	\$1,460.12	\$1,474.72	\$1,518.96	\$1,594.91
Sports Information Director	\$1,672.97	\$1,689.70	\$1,740.39	\$1,827.41
Swimming	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Tennis (Varsity)	\$2,500.13	\$2,525.13	\$2,600.88	\$2,730.92
Ticket Manager	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Track (Varsity Boys)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Track (Varsity Asst Boys)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Track (Jr. High Boys)	\$1,665.05	\$1,681.70	\$1,732.15	\$1,818.76
Track (Jr. High Asst Boys)	\$1,560.03	\$1,575.63	\$1,622.90	\$1,704.05
Track (Varsity Girls)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13
Track (Varsity Asst Girls)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Track (Jr. High Girls)	\$1,665.05	\$1,681.70	\$1,732.15	\$1,818.76
Track (Jr. High Asst Girls)	\$1,560.03	\$1,575.63	\$1,622.90	\$1,704.05
Vocal Extracurricular	\$1,196.28	\$1,208.24	\$1,244.49	\$1,306.71
Volleyball (Varsity)	\$2,763.97	\$2,791.61	\$2,875.36	\$3,019.13

Volleyball (Varsity Asst)	\$1,770.08	\$1,787.78	\$1,841.41	\$1,933.48
Volleyball (9th Grade)	\$1,665.05	\$1,681.70	\$1,732.15	\$1,818.76
Volleyball (8th Grade)	\$1,665.05	\$1,681.70	\$1,732.15	\$1,818.76
Volleyball (7th Grade)	\$1,665.05	\$1,681.70	\$1,732.15	\$1,818.76
Volleyball (Pre-season)	\$384.25	\$388.10	\$399.74	\$419.73
Weight Training Advisor	\$3,478.66	\$3,513.45	\$3,618.85	\$3,799.79
Wrestling (Varsity)	\$4,738.98	\$4,786.37	\$4,929.96	\$5,176.46
Wrestling (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Wrestling (Varsity Asst)	\$2,433.54	\$2,457.87	\$2,531.61	\$2,658.19
Wrestling (Jr. High)	\$2,177.36	\$2,199.14	\$2,265.11	\$2,378.37
Wrestling (Jr. High Asst)	\$1,613.80	\$1,629.94	\$1,678.84	\$1,762.78
Wrestling (K-12)	\$1,816.18	\$1,834.34	\$1,889.37	\$1,983.84
Wrestling (Elementary)	\$791.54	\$799.46	\$823.44	\$864.61
Yearbook Advisor	\$1,196.28	\$1,208.24	\$1,244.49	\$1,306.71

Appendix H

DENTAL BENEFITS SUMMARY  
EAST LIVERPOOL CITY SCHOOLS

EFFECTIVE DATE 09-01-01

Dependent Age Limit..... 26 end of month  
IRS Dependents

Maximum Per Benefit Period ..... \$1,500 per covered person

Deductible..... \$25 Individual/\$75 Family

Preventive Services..... 100% UCR  
Essential Services ..... 80% UCR  
Complex Services ..... 50% UCR

Orthodontic Services ..... 50% UCR  
Maximum Per Lifetime..... \$1000 per lifetime (Max)  
Available to all Covered Persons – regardless of Age.  
No Deductible is required for Orthodontic Services.



Onlays – once every five years for a covered person age 16 & over.

Dentures – once every five years.

- Oral Exams – 2 exams per benefit period.
- Bitewing X-rays – two per benefit period.
- Full-mouth x-rays with supplemental bitewing – one every 36-months.
- Prophylaxis – two per benefit period.
- Topical Fluoride Applications – one per benefit period.
- Space Maintainers – for eligible dependent children under age 19.
- Crowns – once every 5-years for a covered person age 16 & over.
- Inlays – once every 5-years for a covered person age 16 & over.

Two (2) married bargaining unit members enrolled with two (2) separate family policies shall coordinate Dental Benefits to 100% UCR coverage.

08/01

**Appendix I**  
**OBSERVATION REPORT FORM**  
EAST LIVERPOOL CITY SCHOOL DISTRICT  
East Liverpool, Ohio 43920

STAFF MEMBER \_\_\_\_\_ OBSERVATION DATE \_\_\_\_\_  
Start Time \_\_\_\_\_ Length of Observation (Minutes) \_\_\_\_\_  
Subject: \_\_\_\_\_ Basic Method: \_\_\_\_\_

Code: 0=Unacceptable      1=Below Expectations  
2=Meets Expectations    3=Exceeds Expectations  
NA=Not Applicable

**PREPARATION:**

- \_\_\_\_\_ A. Demonstrated adequate mastery of subject matter
- \_\_\_\_\_ B. Directed class toward clearly defined objective(s)
- \_\_\_\_\_ C. Developed concepts consistent with adopted course of study
- \_\_\_\_\_ D. Used adequate resources to develop concept(s)

**METHODOLOGY:**

- \_\_\_\_\_ A. Involved or attempted to involve students in the class (not strictly lecture)
- \_\_\_\_\_ B. Used appropriate questions (higher level for older students) and questioning techniques
- \_\_\_\_\_ C. Maintained eye contact; moved adequately around the room
- \_\_\_\_\_ D. Introduced lesson and key points
- \_\_\_\_\_ E. Was able to summarize or bring closure to important points
- \_\_\_\_\_ F. Explained clearly any assignment; provided examples, if needed
- \_\_\_\_\_ G. Used a "pace" appropriate for the class
- \_\_\_\_\_ H. Made assignment (if any) consistent with presentation
- \_\_\_\_\_ I. Lesson related to current issues or subjects of contemporary concern

**INSTRUCTIONAL CLIMATE/DISCIPLINE:**

- \_\_\_\_\_ A. Maintained discipline at a level consistent with activity
- \_\_\_\_\_ B. Demonstrated leadership at a level consistent with activity

**DELIVERY:**

- \_\_\_\_\_ A. Projected voice adequately and appropriately
- \_\_\_\_\_ B. Articulated clearly, was easily understood
- \_\_\_\_\_ C. Used adequate grammar

OTHER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Original: Evaluation Supervisor  
Copy: Assistant Superintendent  
Copy: Second Evaluator  
Copy: Teacher

## Appendix J

### CERTIFICATED EVALUATION FORM EAST LIVERPOOL CITY SCHOOL DISTRICT East Liverpool, Ohio 43920

STAFF MEMBER \_\_\_\_\_

SCHOOL \_\_\_\_\_

POSITION \_\_\_\_\_ YEARS EXPERIENCE \_\_\_\_\_

CONTRACT ELEGIBILITY \_\_\_\_\_ Limited \_\_\_\_\_ Continuing

TYPE OF CERTIFICATE \_\_\_\_\_ Temporary \_\_\_\_\_ Provisional  
\_\_\_\_\_ Professional \_\_\_\_\_ Permanent

#### DATES AND LENGTH OF CLASSROOM OBSERVATION:

\_\_\_\_\_ min. \_\_\_\_\_ min.  
\_\_\_\_\_ min. \_\_\_\_\_ min.  
\_\_\_\_\_ min. \_\_\_\_\_ min.

REASON FOR APPRAISAL: \_\_\_\_\_

This evaluation form is intended to comply with the philosophy, purposes, goals, objectives and procedures for the evaluation of certified staff members in the East Liverpool City School District. Each item should be completed and an explanation of suggestions for improvement should be included in any section with an unsatisfactory evaluation.

Code: 0=Unacceptable 1=Below Expectations  
2=Meets Expectations 3=Exceeds Expectations  
NA=Not Applicable

#### INSTRUCTION, PUPIL RELATIONSHIPS, AND CLASSROOM MANAGEMENT:

- \_\_\_\_\_ 1. Provides clear and meaningful assignments that are related to the lessons and objectives, and shows good judgment in quality of work assigned.
- \_\_\_\_\_ 2. Demonstrates effective communication skills in teaching students.
- \_\_\_\_\_ 3. Prepares weekly lesson plans and demonstrates adequate preparation for each daily class.
- \_\_\_\_\_ 4. Effectively and appropriately evaluates student growth and learning; is systematic and fair in appraisal and reporting of student progress.
- \_\_\_\_\_ 5. Recognized and provides for individual differences among students through appropriate planning, expectations, and sensitivity to pupil needs.
- \_\_\_\_\_ 6. Demonstrates knowledge of subject matter.
- \_\_\_\_\_ 7. Demonstrates poise in classroom presentation and in the performance of school duties.
- \_\_\_\_\_ 8. Uses a variety of teaching techniques appropriate for class and students, including efforts to present new and different material. Provides opportunities for special activities/events which enrich learning.
- \_\_\_\_\_ 9. Follows and enriches adopted course of study.
- \_\_\_\_\_ 10. Works to develop student-directed learning, and creative and critical thinking skills in pupils.

- \_\_\_\_\_ 11. Provides for the motivation of students.
- \_\_\_\_\_ 12. Develops an appropriate teacher/pupil relationship including mutual attention and respect.
- \_\_\_\_\_ 13. Assists pupils in developing a sense of responsibility, self-discipline, cooperation, and respect for others.
- \_\_\_\_\_ 14. Utilizes effective techniques for classroom control, including the development of effective student discipline.
- \_\_\_\_\_ 15. Exercises good judgment in managing a positive emotional, physical, and academic environment.

#### PROFESSIONAL ATTITUDES:

- \_\_\_\_\_ 1. Demonstrates maturity in the acceptance of responsibilities related to class and students.
- \_\_\_\_\_ 2. Willingly accepts the responsibilities of teaching.
- \_\_\_\_\_ 3. Demonstrates enthusiasm and initiative for the teaching profession.
- \_\_\_\_\_ 4. Demonstrates courtesy toward others.
- \_\_\_\_\_ 5. Exemplifies personal and professional integrity.
- \_\_\_\_\_ 6. Maintains appropriate loyalty to school and to district.
- \_\_\_\_\_ 7. Dresses appropriately and maintains physical appearance appropriate for position.
- \_\_\_\_\_ 8. Demonstrates physical health necessary for successful teaching.
- \_\_\_\_\_ 9. Demonstrates good judgment in using pupil information,

#### STAFF RESPONSIBILITIES:

- \_\_\_\_\_ 1. Completes necessary reports and/or forms accurately and punctually
- \_\_\_\_\_ 2. Maintains appropriate care and control of school property and/or supplies.
- \_\_\_\_\_ 3. Communicates with other staff members and administrators regarding activities or improvements in school program and/or services for individual students.
- \_\_\_\_\_ 4. Continues professional growth through college coursework, by studying the professional literature, and by attending non-required workshops.
- \_\_\_\_\_ 5. Maintains flexibility in dealing with problems, new situations, etc., and attempts to seek constructive solutions.
- \_\_\_\_\_ 6. Demonstrates mature judgment.
- \_\_\_\_\_ 7. Maintains rapport with other staff members.
- \_\_\_\_\_ 8. Is punctual. (Is at assigned teaching assignment or responsibility at least a few minutes before assigned time.)
- \_\_\_\_\_ 9. Maintains a cooperative relationship with administrators and/or supervisors; responds positively to constructive criticism.
- \_\_\_\_\_ 10. Plans and completes work without close supervision.
- \_\_\_\_\_ 11. Becomes involved in school programs and/or activities.
- \_\_\_\_\_ 12. Accepts and supports district policy, regulations and school rules.

#### PARENT/COMMUNITY RESPONSIBILITIES:

- \_\_\_\_\_ 1. Demonstrates appropriate attitude, mature judgment, and tact in promoting positive parent relationships.
- \_\_\_\_\_ 2. Communicates with parents as is necessary.
- \_\_\_\_\_ 3. Provides a positive school image to the community.
- \_\_\_\_\_ 4. Works to develop positive school/community relationships.

EVALUATOR COMMENTS:

Please list and discuss any deviations from job description.

Please list any additional assignments (committees, etc.) which this staff member has assumed this year.

RECOMMENDATION TO THE SUPERINTENDENT: \_\_\_\_\_

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

TEACHER COMMENTS/REBUTTAL: \_\_\_\_\_

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

Signature indicates knowledge of appraisal and not necessarily concurrence.

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

Signature of Evaluator \_\_\_\_\_ Date \_\_\_\_\_

- Original: Evaluation Supervisor
- Copy: Assistant Superintendent
- Copy: Second Evaluator
- Copy: Teacher

Note: No appraisal form will be sent to another school system except at the request of the appraisee.

## Appendix K

### COACH EVALUATION FORM EAST LIVERPOOL CITY SCHOOL DISTRICT East Liverpool, Ohio 43920

COACH \_\_\_\_\_ SCHOOL \_\_\_\_\_ DATE \_\_\_\_\_  
ASSIGNMENT \_\_\_\_\_ SEASON \_\_\_\_\_  
Number of years Coaching in this Assignment \_\_\_\_\_  
Number of years Coaching in this District \_\_\_\_\_

This evaluation form is intended to comply with the philosophy, purposes, goals, objectives and procedures for the evaluation of certified staff members in the East Liverpool City School District. Each item should be completed and an explanation of suggestions for improvement should be included in any section with an unsatisfactory evaluation.

Code: 0=Unacceptable 1=Below Expectations  
2=Meets Expectations 3=Exceeds Expectations  
NA=Not Applicable

#### PROFESSIONAL AND PERSONAL RELATIONSHIPS:

- \_\_\_\_\_ 1. Cooperates with the athletic director in regard to submitting participant lists, parent permission and physical slips, year-end reports, budget, and program information relative to the sport.
- \_\_\_\_\_ 2. Is appropriately dressed at the practices and games.
- \_\_\_\_\_ 3. Participates in a reasonable number of professional and inservice meetings.
- \_\_\_\_\_ 4. Develops sound public relations: cooperative with newspaper, radio, TV.
- \_\_\_\_\_ 5. Understands and follows rules and regulations set forth by all governing agencies: OHSAA, Board of Education, and the League/Conference.
- \_\_\_\_\_ 6. Participates in banquets, Award Nights, pep assemblies.
- \_\_\_\_\_ 7. Communicates with colleges to aid and assist players in gaining college admission, scholarships and financial aid, and other ancillary responsibilities of coaching.
- \_\_\_\_\_ 8. Maintains proper sideline conduct at games toward players, officials, other workers, and spectators.
- \_\_\_\_\_ 9. Develops good rapport with other teachers, coaches, and administrators.
- \_\_\_\_\_ 10. Works cooperatively with assistant and elementary and middle school coaches in developing a multifaceted program.
- \_\_\_\_\_ 11. Promotes all Sports in our program as well as his/her won in attempting to foster school spirit.
- \_\_\_\_\_ 12. Uses tact and diplomacy in dealing with parents and spectators.
- \_\_\_\_\_ 13. Develops and maintains a cooperative relationship with the Booster Club.
- \_\_\_\_\_ 14. Appropriately subordinates coaching duties to teaching responsibilities.

#### COACHING PERFORMANCE:

- \_\_\_\_\_ 1. Develops respect by example in appearance, manners, behavior, language, and interest.
- \_\_\_\_\_ 2. Provides proper supervision and administration of locker and training room.
- \_\_\_\_\_ 3. Is well versed and knowledgeable in matters pertaining to the sport.

- \_\_\_\_\_ 4. Has individual and team discipline and control.
- \_\_\_\_\_ 5. Develops a well-organized practice schedule which utilizes his/her staff to its maximum.
- \_\_\_\_\_ 6. Provides for individual as well as group instruction.
- \_\_\_\_\_ 7. Assists members of his/her coaching staff to develop better coaching techniques and/or skills.
- \_\_\_\_\_ 8. Develops integrity within the coaching staffs and among fellow coaches.
- \_\_\_\_\_ 9. Is fair, understanding, tolerant, sympathetic, and patient with team members.
- \_\_\_\_\_ 10. Is innovative using new coaching techniques and ideas in addition to sound, already proven methods of coaching.
- \_\_\_\_\_ 11. Is prompt in meeting team for practices and games.
- \_\_\_\_\_ 12. Shows an interest in athletes in off-season activities and classroom efforts.
- \_\_\_\_\_ 13. Provides leadership and attitudes that produce positive efforts by participants.
- \_\_\_\_\_ 14. Knows the medical aspects of his position including first aid, injury policies, working with team doctor, and/or family physician.
- \_\_\_\_\_ 15. Delegates authority with responsibility while remaining accountable for such delegations.
- \_\_\_\_\_ 16. Provides an atmosphere of cooperation in being receptive to suggestions and giving credit to those responsible for success.
- \_\_\_\_\_ 17. Uses all possible ethical means of motivation and emphasizes values of competitive athletics, acceptable personal behavior and decision making.

RELATED COACHING RESPONSIBILITIES:

- \_\_\_\_\_ 1. Is concerned about the care of equipment, including issue, inventory and storage.
- \_\_\_\_\_ 2. Is cooperative in preparation of non-league scheduling.
- \_\_\_\_\_ 3. Is cooperative in sharing facilities.
- \_\_\_\_\_ 4. Shows self-control and poise in all areas related to coaching responsibilities.
- \_\_\_\_\_ 5. Displays enthusiasm and vitality.
- \_\_\_\_\_ 6. Keeps athletic director informed about unusual events.
- \_\_\_\_\_ 7. Is cooperative in helping service clubs, recreation department, and other organizations in their projects which in turn relate to your athletic program.
- \_\_\_\_\_ 8. Encourages all potential athletes to participate in his/her sport provided they aren't in another sport at the same time during that particular season.
- \_\_\_\_\_ 9. Uses all available practice days for both individual and team development.

STRENGTHS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NEEDED IMPROVEMENT: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

GENERAL EVALUATION OF THE COACH'S PERFORMANCE IN THIS ASSIGNMENT:

- |                          |                            |
|--------------------------|----------------------------|
| _____ Unsatisfactory     | _____ Needs Improvement    |
| _____ Meets Expectations | _____ Exceeds Expectations |

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

RECOMMENDATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COACH COMMENTS/REBUTTAL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature indicates knowledge of appraisal and not necessarily concurrence.

\_\_\_\_\_  
Principal's Signature Date

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

\_\_\_\_\_  
Signature of Coach Date

- Original: Athletic Director
- Copy: Assistant Superintendent
- Copy: Head Coach
- Copy: Assistant Coach



**LEVEL THREE**

Date Request Was Received by Superintendent: \_\_\_\_\_

Is Hearing Requested: Yes \_\_\_\_\_ No \_\_\_\_\_

Date of Hearing (if held): \_\_\_\_\_

Action of Superintendent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Superintendent

Is Grievant Appealing to Level Four: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Grievant

Copies: Grievant, Superintendent, Treasurer, ELEA President

## Appendix M

### CLASSIC PPO / HOSPITAL NETWORK ONLY

SUPERMED CLASSIC	IN-NETWORK HOSPITAL & ALL PHYSICIAN SERVICES – BENEFIT LEVELS	OUT-OF NETWORK HOSPITAL BENEFIT LEVELS
Deductible – single/family maximum	\$150/\$300	\$150/\$300
Coinsurance	80% UCR	70% UCR
Coinsurance limit – single/family maximum (does not include deductible)	\$400 Family	\$900 Family
Inpatient hospital/medical/surgical services	80% UCR	70% UCR
Emergency room – Accident & Emergency Medical	80% UCR	80% UCR
Physical/Occupational Therapy	80% UCR	80% UCR
Medical Services -		
Office Visits (illness and injury)	80% UCR	80% UCR
Routine Physical OV – 2 per cal. Year	\$15 – CoPay then 100% UCR – not subjected to deductible	\$15 – CoPay then 100% UCR – not subjected to deductible
Urgent Care	80% UCR	80% UCR
Routine Pap Test (one test per benefit period)	100% not subjected to deductible	100% – not subjected to deductible
Routine Mammogram (one test, limited to \$85 maximum per benefit period)		
Routine PSA Test (one test)		
One Annual Routine Physical Exam - \$15 CoPay – (Routine CBC, Chest X-Ray, EKG, SMA-12, Urinalysis)		
Well-child care (to age nine, limited to a \$500 maximum per benefit period)	100% not subject to deductible	80% UCR
Immunizations	100% not subject to deductible	80% UCR
Allergy test & treatment	80% UCR	80% UCR
Diagnostic services	80% UCR	80% UCR
Inpatient Mental Health	80% UCR	70% UCR
Combined IP & OP Drug Abuse & Alcoholism Services	80% UCR	80% UCR Outpatient 70% UCR Inpatient
Outpatient Drug Abuse & Alcoholism Services - \$1,550 per Calendar Year	80% UCR	80% UCR
Outpatient	80% UCR	50% UCR
Inpatient Maternity Care	80% UCR	80% UCR
Ambulance – 100% after deductible	100% UCR	100% UCR
Home Health Care – 90 Visits per Cal. Yr.	80% UCR	80% UCR
Skilled Nursing Facility – 120 days per calendar year	80% UCR	80% UCR
Hospice Services	80% UCR	80% UCR
Private Duty Nursing Services - \$5,000 maximum per benefit period	80% UCR	80% UCR

Prescription Drug – Retail – 34-days Supply \$15/\$0 Mail Order Drugs - \$15/\$0 – 90-days supply	\$15/\$0
Dependent Age Limit – IRS Dependent	26 – end of month
Human Organ Transplant – Lifetime Maximum	\$1,000,000
Lifetime Maximum	N/A
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>

All coinsurance payments are first subject to the deductible until the deductible has been met. All copays will not apply to the deductible.

Deductibles and copays do not apply to the coinsurance limit. No referrals required. Hospital Only PPO/Classic network.

After the coinsurance limits are reached, you will no longer be required to pay any coinsurance except for outpatient mental illness and substance abuse services, which do not change after the coinsurance limit is met. This document is only a partial listing of healthcare benefits. This is not a contract of insurance. This policy provides a complete listing of covered services.

July 31, 2001 - crk

**East Liverpool City Schools  
 Prescription Drug Program  
 Effective October 01, 2007**

**APPENDIX N  
 (Revised)**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	26 – Removal upon End of Month	
Generic Copayment	\$5	30
Brand Name Copayment	\$20	30
Generic Copayment	\$10	90
Brand Name Copayment	\$40	90

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

## Appendix O

### COLUMBIANA COUNTY INTERACTIVE TELEVISION NETWORK STUDENT CONDUCT CONTRACT

Interactive Television is the use of a telecommunication system to provide educational opportunities to students. Because of the uniqueness of ITN, certain standards are expected of students enrolling in such courses.

As a student taking ITN courses, I am aware that:

1. Certain standards are expected of me, as a student, and disruption of any kind will not be tolerated. Disruption has been defined as anything that interferes with teaching or learning in the classroom.
2. Inappropriate language or gestures will not be tolerated.
3. Because of the technology, anything I do in the classroom can be videotaped.
4. Classroom procedures must be followed at all times.
  - a. Students must sit within camera view at all times.
  - b. Students must not mishandle the equipment in the classroom.
  - c. Students must follow all rules as specified by the teacher.

Violation of the rules set forth in the Student Conduct Policy may result in disciplinary action as determined by the home school authorities and may include:

1. Notification of parents of infraction.
2. Suspension or expulsion from ITN class.
3. Suspension or expulsion from school.
4. Notification of law enforcement authorities.

I have read and understand the policy attached, and agree to everything stated.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

## Appendix P SUPERMED VISION – PLAN E

Services	Network	Non-network <sup>1</sup>
Dependent Age Limit – IRS Dependents	26	
Professional Services (One every 12 months) Spectacle exam Contact lens exam	\$15 copayment \$15 copayment + any amount over spectacle exam	\$15 maximum \$15 maximum
Frame (One every 12 months)	\$0 copayment (up to \$100. 15% off anything more than \$100)	\$30 maximum
Lenses (Uncoated plastic. One pair every 12 months) Single vision Bifocal Trifocal Lenticular	\$15 copayment \$15 copayment \$15 copayment \$15 copayment	\$10 maximum \$20 maximum \$30 maximum \$40 maximum
Contact lenses (instead of lenses and frames. One pair every 12 months) Cosmetic Medically necessary Disposable	\$15 copayment (up to \$100) \$15 copayment (up to \$200) \$15 copayment (up to \$100)	\$40 maximum \$75 maximum \$40 maximum

Listed below are additional ways to save on lens options and contact lenses through the SuperMed Vision program.

**Lens options:** If a Cole Vision provider is used, members are entitled to a discount in addition to the lens copayments listed above. The discount applies to items whether or not they are covered as part of a vision plan. The available discounted lens options are listed below.

Lens options	*Discounted price	Lens options	*Discounted price
Anti-reflective coating	\$35	Progressive (no-line bifocal)	\$50
Scratch-resistant coating	\$12	Solid tint or Gradient tint	\$ 8
Photocromic	\$30	Ultraviolet coating	\$12
Polycarbonate	\$30	Glass	\$15

\* Discounted price is in addition to the \$15 copayment listed above.

**Contact lenses: Listed below are two convenient ways to obtain contact lenses.**

Visit a participating Cole Vision location and save 20% on non-disposable contact lenses, solutions and accessories. (10% discount on disposable contact lenses)

Use the mail-order Vision One Contact Lens Replacement Program and apply discounts when ordering contacts by mail.

The discount schedule for lens options and contact lenses listed above is good through December 31, 2001. Cole Vision Corporation manages SuperMed Vision. This document is only a partial listing benefits. This is not a contract of insurance. The policy provides a complete listing of covered services.

<sup>1</sup> The non-network maximum is the amount a member receives for covered vision services received from a non-network provider.

**APPENDIX Q**  
**PERFORMANCE IMPROVEMENT PLAN**

East Liverpool City School District  
East Liverpool, OH 43920

STAFF MEMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

List areas to be improved:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Plan for self-improvement (Staff Member):

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Evaluator's plan to assist the staff member to improve performance:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

Date Plan Initiated \_\_\_\_\_

Date Outcome of Plans to be Evaluated \_\_\_\_\_

Outcomes of Improvement Plan:

Staff Member's Comments:

Evaluator's Comments:

✶ Evaluator's Recommendations:

Signatures Acknowledging Receipt:

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

Appendix R

MEDICAL LIFE INSURANCE COMPANY  
CERTIFICATE H889974 CLASS II

# Group Insurance Benefits

*Employee Benefit Booklet*



MEDICAL LIFE INSURANCE COMPANY  
Cleveland, Ohio

East Liverpool City Schools District

Group Number: H889574

CLASS II

ML601



Medical Life Insurance Company

(herein called We, Us, Our)

1220 Huron Road

Cleveland, Ohio 44115-1700

1-800-692-1400

CERTIFICATE

We agree to pay benefits subject to the provisions, definitions, limitations, and conditions of the master policy. The master policy (herein called the Policy) is a contract issued by MEDICAL LIFE INSURANCE COMPANY to your EMPLOYER (herein called the Policyholder). The Policy may be changed at any time by a written agreement between Medical Life Insurance Company and your Employer.

This is your certificate of coverage as long as you are eligible for insurance. It is not a contract or a part of one. Your benefits are described in plain English, but a few terms and provisions are written as required by insurance law.

PLEASE READ CAREFULLY

If you have any questions, please contact the Benefits Administrator at your place of employment or write to us. We will assist you in any way we can to help you understand your benefits.

*Thomas J. Mitchell*  
Secretary

*Donald A. Smith*  
President

## Disclosure Notice

### Accelerated Death Benefit

This Benefit may be taxable. If so, the Insured or his beneficiary may incur a tax obligation. As with all tax matters, the Insured or his beneficiary should consult a personal tax advisor to assess the impact of the Benefit. Receipt of this benefit may adversely affect the Insured's eligibility for Medicaid or other governmental benefits or entitlements.

### Definitions

Proof means evidence satisfactory to the Company that an Insured is Terminally Ill. The Company reserves the right to determine, at its sole discretion, if Proof is acceptable.

Terminally Ill means an Insured has a life expectancy of 12 months or less, due to a medical condition.

001 **BENEFIT.** If an Insured or his legal representative elects an Accelerated Death Benefit and provides Proof that the Insured is Terminally Ill, the Company will pay the accelerated benefit amount during the lifetime of the Insured. Such benefit will be paid in one sum to the Terminally Ill Insured. This sum is limited to a maximum of \$150,000 and a minimum of \$7,500.

#### EXAMPLE OF ELECTION OF ACCELERATED DEATH BENEFIT.

Group Life Insurance Amount	\$100,000
Accelerated Benefit Elected	50,000
Amount Paid	50,000
Future Death Benefit Reduced By	50,000
Premium Calculated on Remaining Life Insurance Amount	50,000

The above example is for illustration purposes only and does not reflect the actual benefit amounts you may be eligible to elect.

ML600-ADB-Dis

EFFECT ON INSURANCE When the Benefit is paid

- 1 The amount of Group Term Life Insurance, otherwise payable upon the Insured's death will be reduced by the Benefit.
- 2 The amount of Group Term Life Insurance which could otherwise have been converted to an individual contract will be reduced by the benefit and
- 3 The premium due for the Group Term Life Insurance will be calculated on the amount of such insurance remaining in force after deducting the amount of the accelerated benefit.

This notice is a brief description of the Accelerated Death Benefit Terminal Illness Benefit. For further details of coverage including limitations, refer to the Accelerated Death - Terminal Illness Benefit provision in your certificate.

## MEMORANDUM OF UNDERSTANDING

In order to resolve certain issues relating to the staffing of Post-Secondary Option ("PSO") positions for the 2005-06 school year (known internally as Grievance 8 from the 2005-06 school year), it is hereby agreed between the East Liverpool Education Association ("the Association") and the East Liverpool City Schools Board of Education ("the Board") the following:

1. The Kent State Instructor currently performing PSO duties shall continue to perform such duties for the remainder of the 2005-06 school year.
2. For 2006-07 school year all subsequent school years, the Board will fill PSO vacancies with credentialed bargaining unit members, whether current unit members or those on the recall list. If a bargaining unit member possesses the required degree, but does not currently possess a credential from the relevant institution of higher education, the Board will assist said unit member in obtaining the required credential before instruction begins. Such assistance shall include the Board seeking articulation agreements with other institutions of higher learning in addition to Kent State University (KSU) if KSU refuses to credential qualified ELEA unit members. If a bargaining unit member has been recalled to fill a PSO position, and the class(es) taught are subsequently no longer offered, the member will return to the recall list, subject to the provisions of Article VIII, Section D of the Master Agreement.
3. If a bargaining unit member teaches a PSO class(es) as part of, but not their entire, teaching assignment and the Board intends to eliminate the non-PSO portion of the bargaining unit member's teaching assignment, via a reduction in force, the member's status may be reduced to solely that portion of the workday spent teaching the PSO class(es). Under this circumstance only, the bargaining unit member shall not be entitled to Board-provided insurance benefits as specified under Article VI Sections K-N of the Master Agreement, except as required by Article VIII, Section D of the Master Agreement. However, such exclusion shall not apply if the PSO portion of the teaching assignment is equal to or greater than one-half (1/2) of the teacher's workday.
4. If no bargaining unit member, either active or on the recall list, is credentialed or is eligible to obtain such a credential for a PSO position, the Board has the right to fill the vacancy with someone outside the bargaining unit.
5. This Memorandum constitutes the entire settlement of this present grievance between the Board and the Association. There are no other written or verbal agreements regarding these matters. Further, the Association agrees not to pursue any further claim against the Board regarding this matter or any related matter, except that the Association reserves the right to grieve any future action taken by the Board not in accordance with this Memorandum.
6. The Board shall adopt this Agreement by resolution.

WHEREFORE, the Parties, by their own hand or through their designated representatives, have indicated their acceptance of the foregoing terms by affixing their signatures below:

EAST LIVERPOOL EDUCATION  
ASSOCIATION

EAST LIVERPOOL CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

By Linda Lindsey  
President

By Rosie Jackson  
President

By Ronny Taylor  
Vice-President

By Dominic Taylor  
Treasurer

Date Signed 6-28-07

Date Signed 6/28/07

IN THE COURT OF COMMON PLEAS  
COLUMBIANA COUNTY, OHIO  
CASE NO. 2006-CV-861  
JUDGE C. ASHLEY PIKE

**FILED**

COLUMBIANA COUNTY  
COURT OF COMMON PLEAS

DEC 13 2006

EAST LIVERPOOL EDUCATION )  
ASSOCIATION, OEA/NEA )

Plaintiff )

-VS- )

EAST LIVERPOOL CITY SCHOOL )  
DISTRICT BOARD OF EDUCATION )  
et al. )

Defendants )

ANTHONY J. DATTILO  
CLERK (SCB)

JUDGMENT ENTRY

On December 6, 2006, this matter came on for hearing upon the Motion of the Plaintiff, East Liverpool Education Association, OEA/NEA ("Association"), for a preliminary injunction prohibiting the Board from releasing the records sought through Defendant *The Morning Journal's* November 21, 2006 public records request for "written records, notes, memos, proposals or other documents generated during a negotiation session @ 2 pm Nov. 12 between the ELEA and the school district," and similar records that may be requested by Defendant *The Morning Journal* or others, unless such requests are limited to agreements and/or tentative agreements reached between the parties. The issues were taken under advisement and now come on for decision. The Court finds that he has jurisdiction in this matter and that the issues are not moot for the reasons set forth in the Plaintiff's Post-Hearing Brief.

EXHIBIT  
tabbler  
4

It is clear that tentative collective bargaining agreements as well as those agreements which are ratified are subject to disclosure under R.C. §149.43. However, records of meetings leading to those tentative agreements and ratified agreements are not. This was recognized by this Court in the Entry of November 29, 2006 and stated as follows: "It seems to this Court that 'give and take proposals' which form the building blocks for any tentative or draft agreement are more akin to matters of strategy, notes, and meeting minutes. They are very much preliminary to, not necessarily a part, of any draft agreement."

The Court agrees with the following portion of the Plaintiff's Post-Hearing Brief:

"Permitting the disclosure of bargaining proposals would thwart the General Assembly's intent to make negotiation meetings private, as reflected in R.C. 4117.21. As it was established at the hearing, bargaining proposals are the very core of the negotiation meetings. What occurs at the negotiation meetings is the exchange, discussion and development of bargaining proposals. Therefore, the disclosure of those bargaining proposals to the media would eliminate any semblance of the privacy that has been stressed by the Ohio legislature and courts."

It seems to this Court that absent injunctive relief, the Association and its members will suffer irreparable harm for which there is not an adequate remedy at law.

As stated by the Plaintiff in its brief:

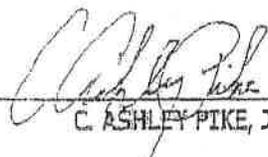
"The Board and Plaintiff have an ongoing bargaining relationship that will not end with the completion of the present negotiations. The release of this information, including strategies, options and proposals, will have a chilling effect on future negotiations over successor collective bargaining agreements and over matters that may arise between the parties during the term of the current agreement. Therefore, the Association and its members will be irreparably harmed absent immediate injunctive relief."

The labor management relationship between these parties will continue right up until the time that it is necessary to begin negotiations on a successor agreement. The prospect of future public disclosure ... may impede the uninhibited expression of opinion in exchange of ideas necessary to arrive at an acceptable proposal or strategy in the future. *Springfield Local School Dist. Bd. of Ed. v. Ohio Assn. of Pub. School*

*Employees*, Local 530 (1995), 106 Ohio App.3d 855.

For the foregoing reasons, the Court grants the Plaintiff's Motion for a Preliminary Injunction and prohibits the East Liverpool School District Board of Education from releasing the records sought through the Defendant Morning Journal's November 21, 2006 public records request for written records, notes, memos, proposals or other documents generated during a negotiation session at 2:00 P.M. November 12 between the ELEA and the school district. In addition, any similar records that may be requested by *The Morning Journal* are likewise enjoined, unless such requests are limited to agreements and/or tentative agreements reached between the parties.

This case shall be the subject of a Status Conference on Friday, January 19, 2007 at 3:00 P.M. in conjunction with proceedings already scheduled in this case.

  
C. ASHLEY PIKE, JUDGE

DATED: December 13, 2006/kam

- cc: File
- Ira J. Mirkin, Esq.
- Stanley J. Okusewsky, Esq.
- Christian M. Williams, Esq.
- Bradley K. Shafer, Esq.

IN THE COURT OF COMMON PLEAS  
COLUMBIANA COUNTY, OHIO

FILED

EAST LIVERPOOL EDUCATION ASSOCIATION,  
COLUMBIANA COUNTY COURT OF COMMON PLEAS  
CASE NO. 06 CV 861

Plaintiff, )  
MAY 23 2007 ) JUDGE C. ASHLEY PIKE

v.

ANTHONY J. DATTILIO  
CLERK ) (S. O.)  
EAST LIVERPOOL CITY SCHOOL ) AGREED DECLARATORY  
DISTRICT BOARD OF EDUCATION, ) JUDGMENT AND PERMANENT  
INJUNCTION )  
Defendant. )

The matters alleged in the first cause of action of Plaintiff's First Amended and Supplemental Complaint have been resolved between Plaintiff and Defendant East Liverpool City School District Board of Education and are moot.

The matters alleged in the second cause of action of Plaintiff's First Amended and Supplemental Complaint came on for hearing on December 6, 2006 upon Plaintiff East Liverpool Education Association's motion for preliminary injunction. Upon consideration of the evidence presented at the hearing and the post-hearing briefs of the parties, this Court, by entry dated December 13, 2006, issued a preliminary injunction.

All of the parties have now agreed that no additional evidence is necessary as the matters in dispute are purely issues of law, and that the December 13, 2006 Preliminary Injunction may be converted to a Declaratory Judgment and Permanent Injunction.

Upon consent of the parties, the preliminary injunction entered in this action on December 13, 2006 is hereby incorporated in full in this order, and is hereby converted to a Declaratory Judgment and Permanent Injunction.

The Court further finds that Defendant Ogden Newspapers of Ohio, Inc.'s approval of this Judgment Entry is as to procedure and form only and that Defendant Ogden has specifically

preserved its right to appeal from this Court's interpretation and application of Ohio's Public Records Act.

Each party shall be responsible for its own attorney fees. Court costs are assessed to Defendants.

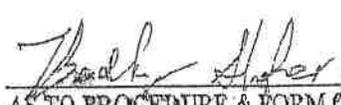
Issued 23<sup>rd</sup> May, 2007, at filing.

  
JUDGE C. ASHLEY PIKE

APPROVED:

  
IRA J. MIRKIN (#0014395)  
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 / By W  
per W  
att.  
CHRISTIAN M. WILLIAMS (#0063960)  
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5005 Rockside Road, Suite 260  
Cleveland, Ohio 44131-6808  
(216) 520-0088

 / By W  
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AS TO PROCEDURE & FORM ONLY  
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of Ohio, Inc.