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STATE EMPLOYMENT RELATIONS BOARD

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PREAMBLE

The Board of Education recognizes that providing high quality education is the primary purpose of the school district. They further recognize that under law they have the final responsibility for establishing the policies of the district. The Board further recognizes that part of a high quality of education is attained through a well-qualified and dedicated teaching staff. The Board further recognizes that both the district and the teaching staff have certain needs and that the purpose of this negotiation agreement is to meet these needs in a shared process.

ARTICLE I

PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. Recognition

The Central Local Board of Education, hereinafter "EMPLOYER" or "BOARD," recognizes The Teachers' Association of Central Local Schools, the OEA-NEA Local, hereinafter the "ASSOCIATION," as the sole and exclusive bargaining representative, for all certified non-supervisory personnel under regular teaching contract. The Association recognizes that the superintendent, principals, and classified personnel are excluded from the bargaining unit.

B. Elections

Bargaining unit elections shall be in accordance with the Ohio Revised Code.

C. Procedures

1. Requests for Negotiations

If either of the parties desire to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than February 15 nor later than April 30. Notification in writing from the Association shall be served on the superintendent, and from the Board shall be addressed to the president of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent by the Association to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association, no more than one (1) of which may be an outside professional negotiator. Neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. At the first meeting, the parties will exchange written contract proposals and no additional items for negotiations can be added after the first meeting without the consent of the other party.

While no final agreement shall be executed without ratification by both parties, the parties mutually agree that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make decisions in the course of negotiations.

3. Information

The Board and superintendent agree to furnish the Association's negotiations committee upon request and in reasonable time both prior to and during negotiations, all available information concerning financial resources of the district and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

4. Recesses

The chairman of either group may recess his group for independent caucus at any time. Caucus shall not exceed thirty (30) minutes unless an extension is mutually agreed upon.

5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

Until all negotiations meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

D. Agreement

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

E. Disagreement

It is agreed that the impasse procedure in this contract shall supersede and replace the impasse procedures contained in §4117 of the Ohio Revised Code.

1. All sections below also apply to any reopener provision.

2. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract, then a state of impasse shall be declared to exist.

3. The two parties shall request the assistance of the Federal Mediation and Conciliation Service.

4. The mediator shall meet with both parties in an attempt to mediate a settlement up to the expiration date of the contract.

5. The Association may exercise its right to strike upon expiration of the contract and after serving the Board and the State Employment Relations Board with a notice of its intent to do so ten (10) days prior to the effective date of such action.

F. General

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

As soon as practicable, the two parties will jointly reduce the agreement to booklet form.

3. News Releases

After the agreement has been signed by both parties, the superintendent and chairman of the negotiations committee for the Association will jointly develop a news release and provide it to the media.

ARTICLE II

PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement between the Board and the Central Local Teachers' Association shall be found contrary to law, then such provision or application shall be deemed to be invalid except to the extent permitted by law but all other provisions or applications shall be conducted in full force.

ARTICLE III

ASSIGNMENTS AND PROCEDURES

A. Assignments

If possible, the administration will notify the staff members of their teaching assignments for the next school term prior to the close of school in the spring. Changes may occur during the summer that are not of the administration's control that would result in staff changes. If this occurs, the building principal will notify the affected staff member within five working days by certified letter.

B. Additional Duties

1. Teachers may, but shall not be required to, attend extra-curricular activities.

2. Teachers shall not be required to maintain transportation record books.

3. Teachers shall prepare and follow a daily lesson plan which shall be on each teacher's desk or work area and be maintained current on a weekly basis. Lesson plans are to reflect the current adopted course of study/content standards.

C. Hours

1. The regular work day for teachers shall be 7 hours and 10 minutes in length which includes a 30 minute duty free lunch. On occasion, professional responsibilities may extend beyond the regular work day. These professional responsibilities may include, but *are not limited to* the following:

   - staff meetings
   - professional development
   - parent meetings
   - IEP meetings

D. Substitute Teachers

If an individual substitutes in the same position for sixty (60) continuous work days, he/she shall be placed at the B.A. 0 step of the teachers' salary schedule and will remain there as long as he/she is employed continuously in that position.

E. Duty Free Lunch Period

Each teacher shall be granted at least thirty (30) minutes for lunch each school day for which time he shall not be required to perform any school activities.

F. Conference Periods

Each full time teacher shall have one (1) forty (40) minute conference period each day.

G. Conference Time for Part-time Teachers

Any teacher in grades K-12 employed more than 50% of a day shall receive one planning period per day of forty (40) minutes.

H. District Liaison Conference

At the request of the president of the Association, the superintendent or designee shall meet once a month with the president of the Association to discuss matters of concern on a district-wide basis. This meeting shall not deal with negotiations or substitute for negotiations.

I. Participation in Administrative Selection Process

Two (2) teacher representatives, chosen by TACLS, shall be included in the interview process and make recommendation for new principals and new superintendents considered by the Board.

J. Restructuring Student Day

If the Board of Education decides to change the current student schedule at either the middle school or high school or both from its current configuration to either a six (6) period, seven (7) period or eight (8) period day, it may do so as long as such change does not violate the teacher work day or any of the provisions of the Master Contract.

K. Supplemental Contracts

1. All bargaining unit members holding supplemental contracts will be considered applicants for the same supplemental for the following school year unless they give other notice by the date of the supplemental posting. If the Board intends to rehire the incumbent, the supplemental will not be posted.

2. Supplemental postings, with the exception above, shall be in accordance with the posting procedures set forth in this Agreement.

ARTICLE IV

VACANCIES, TRANSFERS AND RESIGNATIONS

A. Posting of Vacancies

The faculty will be advised of all teaching, supplemental, and administrative vacancies in the district during the school year by posting said vacancies in an area near the teacher mailboxes. In addition, the vacancies shall be posted on the Board website. The position shall be posted within five teacher work days following the Board's acceptance of a resignation or reassignment unless otherwise agreed by administration and TACLS. Vacancies occurring prior to July 10 shall be posted for five (5) work days at the locations designated above and shall not be filled until the five day posting period has expired. Postings made on or after July 10 and prior to the start of the school year shall be filled by the Board at any time after they are posted. Employees of the Central Local School District shall be given first consideration based on the criteria established under the voluntary transfer provision. Notification of the vacancies does not imply any obligation to employ within the system.

During the summer, the faculty will receive notice of all teaching, supplemental, and administrative vacancies by email. If the employee does not have personal access to internet or email services, he/she will be notified in writing at his/her request. This request shall be submitted to the building principal before the end of the school year.

B. Request for Transfer

Teachers may request a change in teaching assignment. Request for a change in assignment shall be in writing to the superintendent and does not mean the change will automatically take place. The following considerations will be given to a teacher's request for a change in assignment:

1. Qualifications of the teacher to hold the new position.

2. Contributions which the staff member could make to the students in the new position.

3. Length of service in the Central Local School District.

4. Teacher's reasons for wanting a change in assignment.

C. Involuntary Transfer

1. In the event that decreased enrollment necessitates involuntary transfer within or between buildings, every effort will be made to fill the vacancy by a qualified staff member willing to fill said position. In the event that there is no one willing to transfer and other factors being equal, the transfer will be made on the basis of seniority. The person with the least seniority will be transferred.

2. Written notice of an involuntary transfer will be given to teachers by July 1. Involuntary transfers will not be implemented after August 1, except in cases of emergency.

3. An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the superintendent, at which time the teacher will be notified in writing of the reason(s). The teacher may, at his/her option, have a representative of the Association present at such meeting.

D. Resignation

A teacher may terminate a contract anytime after the close of the school term and up to and including July 10 by giving written notice of resignation to the Board. Such resignations shall become effective automatically without the consent of the Board.

A resignation after July 10 must be in writing and must give the reasons for the resignation. A resignation submitted after July 10 does not become effective unless it is approved by a majority vote of the Board or written acceptance by the Superintendent.

ARTICLE V

LAYOFF AND RECALL

A. The Board of education shall have the authority to make a reduction in the number of certificated employees as the result of a decline in pupil population, changes in curriculum, shortage of funds, or changes in the instructional personnel, or for other reasons identified by the Board and the administration.

B. In the event there is no available position in that departmental area of certification for which the member is certified, the members in that area of certification on limited contract shall be listed according to seniority in the district and the contract of the member with the least seniority in the district shall be suspended.

C. In the event all of the contracts of the members on limited contract have been suspended, the contracts of the members in that area of certification on continuing contract shall be suspended, according to seniority, in accordance with the provision of §3319.17 of the Ohio Revised Code.

D. Members whose contracts are suspended shall be placed on a rehiring list in order of seniority giving continuing contract employees greater seniority regardless of the number of years. Continuing contract seniority is based on hiring date to Central Local Schools. Members shall have the right of restoration to service and accumulated seniority in the Central Local system if and when positions become vacant or are created for which any of such members are, or have become, certified. A teacher on the list who refuses full time assignment for which he is certified shall waive all future recall rights. A teacher will remain on the list for two (2) years unless reinstated, refuses recall, or submits a written request for removal.

E. The use of volunteer aides or paid aides shall in no way result in a reduction of certificated staff.

F. If the Board determines a RIF may occur, the Superintendent shall notify the Association and affected employees in writing by certified mail, not less than 60 days prior to the date the RIF is to be implemented. The notification shall include the reason(s) for the RIF; the position(s) to be reduced, eliminated, or not filled; the names(s) of the employees to be affected, the date of the Board action to implement the RIF and the effective date of the RIF.

G. Suspension of employee contracts pursuant to this provision of reduction shall occur only in the period between the end of one school year and the start of the succeeding school year.

ARTICLE VI

LEAVES

A. Personal Leave

1. All personnel shall be granted three (3) days of non-cumulative, unrestricted leave without loss of salary. Except in emergency situations, individuals must apply for personal leave at least one week in advance Personal days will not be used during the first two and final two weeks of school. Upon written request to building principal, specifying reasons, leave may be granted at the discretion of the administration.

2. No days of personal leave shall be granted on a day immediately preceding or following a school vacation. Teachers are encouraged to not request personal leave one week prior to and during state testing weeks; furthermore, personal leave is discouraged during Parent-Teacher Conferences, IEP Conferences, and/or similar events. No more than 15% of the teachers in a building may be on personal leave on the same day. The Superintendent or designee may exceed these percentages at his/her discretion.

3. No fractional days of personal leave less than one-half shall be granted, except in the case of an emergency.

4. Unpaid days off (dock days) may be granted to any employee during the school year upon written request to the superintendent.

5. The unused personal leave days of a teacher at the end of a school year shall be transferred into that teacher's sick leave accumulation balance to the maximum sick leave allowed to be accumulated by members of the bargaining unit pursuant to this contract. Upon completion of the school year, a monetary incentive of $175 will be paid to those not using any personal days during that school year and who have reached his/her maximum sick days. The incentive will be included in the last pay of the contract year.

B. Professional Leave

1. Each member of the certificated staff may be granted, but is not guaranteed to be approved for, a minimum of three (3) professional leave days which will lead to instructional improvements and enhanced student achievement, without loss of pay. Board contributions to defray the expenses for the staff member shall be as outlined in Article XII.

2. Should it be necessary for teachers to miss a day of school to attend meetings at the request of the administration or Board of education, teachers shall not be charged with professional leave for such days.

3. Members are encouraged to work with the LPDC to provide professional development opportunities/training to CLSD staff members after attending a professional development event.

C. Association Leave

A collective maximum total of four (4) days with pay may be authorized each school year for Association business for teachers to attend the OEA delegated assembly or for giving testimony before legislative and/or administrative bodies, or similar activities.

D. Sick Leave

1. Each member of the bargaining unit who is employed by the district full time shall be granted sick leave with pay at the rate of one and one-quarter (1-1/4) days per month of completed service to a maximum of fifteen (15) days per school year. Sick leave shall accumulate to a maximum of two hundred sixty-eight (268) days for all employees regularly employed by the Board as of the last day of school of the 1990-91 school year. Employees hired after the last day of the 1990-91 school year shall be permitted to accumulate a maximum of one hundred ninety (190) days sick leave.

2. Teachers new to the system as well as teachers who have exhausted their accumulated sick leave shall be entitled to an advancement of sick leave up to but not exceeding the number of potential earnable days for the remainder of the school year.

3. Employees advanced fifteen (15) days sick leave at the beginning of the school year who, because of extended illness or otherwise, cannot repay the sick leave in the same school year with earned sick leave, will have the used but unearned sick leave days deducted from their salary.

4. Members may use sick leave for the following reasons:

   (a) Personal illness, injury or pregnancy;

   (b) Exposure to contagious disease which could be communicated to others;

   (c) A reasonable number of days for illness, injury or death in the member's immediate family. For the purposes of this provision, immediate family shall include child, spouse, parents, grandchild, brother, sister, mother-in-law, father-in-law, or other relative living in the member's household.

   (d) One day of sick leave may be used for the death of a close relative or close friend. The Superintendent may grant additional days from sick leave account.

5. If sick leave is used before or after a school vacation, before or after personal leave, or for more than five (5) consecutive days, a physician's note may be required giving name of consulting physician, date(s) and medical verification of absence.

6. The falsification of a sick leave statement may be grounds for suspension or termination of employment.

E. Bereavement Leave

Each certificated employee shall be granted days absence with pay each year due to the death of an immediate family member according to the following schedule:

Parent	5 days
Spouse	5 days
Child	5 days
Brother or Sister	2 days
Brother or Sister-in-law	2 days
Grandparent	2 days
Grandchild	2 days
Mother-in-Law	2 days
Father-in-Law	2 days

The superintendent may grant up to an additional five (5) days for any of the above from sick leave account.

F. Other Leaves

1) Leaves for military service and leaves without pay for illness or disability shall be granted in accordance with Ohio law.

2) Other Leaves - A full time employee may make an application for a leave of absence. The application shall be in writing and shall state the reason for the request including any special conditions which should be considered the beginning date and the ending date of the leave, which shall not be later than the last day of the school year in which the application is made. The application shall be made to the Superintendent who shall attach his/her recommendation to the application and submit it to the Board of Education for consideration.

Criteria such as the following, but not limited to these criteria shall be considered in reaching a decision:

1. Availability of a substitute;
2. The anticipated effect on the school program;
3. Timely request (sixty days will be considered adequate);
4. Length of service (minimum of three years);
5. Quality of past service rendered by the applicant;
6. The intention of the applicant to enter any other employment during the leave and the nature of the employment;
7. The intention of the applicant to return to service in this school.

When an application has been approved and the employee returns to work, he/she shall be placed in the work force at the same status which he/she held at the time the leave commenced. Placing the employee in a position of equal status, not necessarily the same position shall satisfy this requirement. The Board may, but is not required to, return the employee to the work force before the ending date of the approved leave. Computation of salary, seniority, etc., based on length of service shall not include time spent on leave. The employee shall cooperate fully with any investigation of the circumstances of the leave and failure to cooperate, or abuse of the leave, or failure to follow the purpose of the leave as stated in the application shall be grounds for termination.

This leave agreement does not limit the Board's right to exercise any legal right it may have with regards to termination or non-renewal of the employee.

When a leave has been granted, the employee agrees to notify the superintendent on or before April 1 of his/her intent to return to work in this school. It is agreed that failure to so notify the Board shall be considered as a resignation.

Any employee who does not return to work immediately after the end of the leave unless other satisfactory mutual arrangements have been made <u>will</u> be considered to have resigned and shall forfeit any and all rights to employment in this school.

Payment shall not be made for time spent on leave, but if a leave occurs after a teacher has accumulated deferred earnings because of work done before the leave started, the employee shall be paid at the regular rate of pay (with an adjustment in the final pay to equal the amount owed) until payment has been made for the work performed.

Current insurance benefits shall continue so long as a full regular payment is owed as described above at the time the insurance premium becomes due. Partial payments to complete the amount owed shall not qualify the employee for insurance premium payments by the Board. When the eligibility for insurance as described above has expired, the Board is under no further obligation in regard to this matter including notice of impending expiration of the insurance. Provided the insurance company agrees, an arrangement may be made for insurance coverage to continue with the employee paying the premiums. The Board shall not be liable in any way for notification of premiums due or for collections of premiums from the employee,

even if the Board serves as the conduit of premiums from the employee to the insurer. The Board at its discretion may pay any part of or all of the premiums during the leave.

G. Assault Leave

1. Notwithstanding the provision of §3319.141 of the Ohio Revised Code, the Board will grant assault leave to employees absent due to physical disability resulting from assault under the following conditions:

   a. Any certificated teacher who must be absent from his/her duties due to physical/mental disability resulting from an assault by a student or the parent or legal guardian of a student of this system, provided that such assault is also directly related, attributable to or arising out of the employment by this system of said teacher, will be paid his/her full schedule compensation for a maximum of twenty-five (25) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved.

   b. Assault shall be defined as intentional physical touching, emotional or mental trauma for the purpose of inflicting injury on the teacher.

   c. Before assault leave can be approved, the teacher shall furnish to the superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location and time of assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical attention is required or sought, the teacher shall furnish a statement of the nature of the disability and its duration which has been signed by a physician licensed in Ohio. Falsification of either the written, signed statement of the events or the physician's statement shall be grounds for suspension or termination of employment.

2. Assault leave, which is approved by the superintendent, shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to §3319.08 of the Ohio Revised Code, or any other leave to which the teacher is entitled.

3. Assault leave benefits shall not be paid if workers' compensation benefits are paid to a teacher.

H. Jury Duty and Legal Commitments

1. If a teacher is called for jury duty, the Board of Education will employ and pay the substitute. The teacher on jury duty shall be paid his or her regular salary for the days missed due to jury duty. In turn the teacher shall sign over his/her check received from the court for jury duty to the Central Local Board of Education.

2. If a teacher is called as a witness in a civil or criminal case arising out of his/her performance of his/her contractual duties, the teacher shall be excused without loss of pay. Notwithstanding the above, a teacher who is a defendant as a result of legal action brought by a student or parent against the teacher because of action by the teacher in a school related incident may be excused with pay with consent of the superintendent.

I. Teachers Filling Leaves of Absence

No teacher employed to replace a teacher on a leave of absence shall be placed on the seniority list. If the teacher is later employed in a regular position, the teacher's date on the seniority list shall be the date of employment to the regular position.

J. Family Medical Leave Act

The Central Local Board of Education shall provide family and medical leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). An employee who has worked for the employer the required length of time under the Act and who is regularly employed to work the minimum hours for eligibility required under the Act shall be eligible for FMLA leave. Those employees taking FMLA leave are entitled to twelve (12) work weeks, days may be taken non-consecutively, during a twelve (12) month period commencing with the date the employee first takes FMLA leave. The Board shall pay its share of the same group health insurance coverage to eligible employees on FMLA leave and make its regular contribution as required by this contract. The Board shall provide the same group health insurance coverage to an eligible employee that is provided to the members of the bargaining unit.

An employee may take FMLA leave for the following reasons:

A. The serious illness of an employee's spouse, parent or child, and;

B. The employee's own serious health condition that makes employee unable to perform his/her job.

C. Any other reasons for which leave shall be granted under the FMLA.

The employer will require an employee to use accrued vacation, personal, and/or sick leave at the employer's option.

If a husband and wife eligible for leave are employed by the employer, the combined amount of leave for birth, adoption, and parental illness shall be limited to twelve (12) weeks. In the case of seriously ill child, both employees are entitled to use up to twelve (12) weeks each.

ARTICLE VII

TEACHER EVALUATION/OBSERVATION

The instrument and method for teacher evaluation/observation currently in use shall continue in effect. The minimum number of observations for teachers employed by the district and who have taught fewer than two (2) full years in the district shall be two (2) per year.

One observation for limited contract teachers up for renewal with fewer than two (2) years teaching experience shall be conducted and completed not later than the December 15. A second observation shall be conducted and completed between January 1 and April 1. Limited contract teachers up for renewal consideration who have more than two (2) full years teaching experience in the district shall receive at least one (1) observation which shall be completed no later than April 1. Following each observation, the parties involved will meet within ten (10) working days to discuss the observation, unless mutually agreeing to delay discussing the evaluation. The teacher observed will receive a written report of the results within five (5) workdays following the discussion of each observation.

The person conducting the observations shall observe the teacher for no fewer than thirty (30) consecutive minutes for each required observation.

A written report of the results of the observation shall include specific recommendations regarding any improvement needed in the performance of the teacher being observed and set forth the means by which the teacher may obtain assistance in making such improvements.

Teachers on continuing contracts shall be observed a minimum of once every three (3) years.

Committee is to be made up of 3 administrators and 3 members of TACLS, one each elementary, middle, and high selected by TACLS. Committee will review evaluation tool in use every 5 years and make a recommendation by April 1 of the year prior to implementation. Committee shall meet no later than September 30 beginning 2009. Majority of each group of representatives must agree on recommendation. See agreed upon evaluation form attached (Exhibit G).

It is agreed that this article shall supersede and replace §3319.111 O.R.C. for teachers being evaluated during the year that their contract is scheduled to expire.

ARTICLE VIII

NON-RENEWAL OF LIMITED CONTRACTS

Non-renewals shall be governed by O.R.C. 3319.11 with the exception that any reference to O.R.C. 3319.111 shall be interpreted consistent with ARTICLE VII Teacher Evaluation/Observation of the Comprehensive Master Agreement. In accordance with O.R.C. 3319.11, teachers affected by non-renewal will be informed on or before April 30.

ARTICLE IX

PROGRESSIVE DISCIPLINE

No bargaining unit member shall be reprimanded, suspended, or terminated without just cause. The administration shall comply with the following progressive discipline procedure:

First offense:	Verbal warning briefly documented by date and issue to be maintained separate from the employee's personnel file.
Second offense:	Written warning/reprimand.
Third offense:	1-3 day suspension with or without pay.
Fourth offense:	Possible termination of bargaining unit member.

The Superintendent does not have to follow the above discipline sequence if, in the opinion of the Superintendent, the action of the bargaining unit member is severe enough to warrant an immediate suspension and/or termination. The Superintendent will give the employee written notice of the reasons for which the Superintendent is considering the suspension or termination of the employee and give the employee an opportunity to reply prior to the implementation of the suspension or termination by the Superintendent.

The employee shall be given the opportunity to initial these documents prior to placement in the appropriate place. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed.

ARTICLE X

SCHOOL CALENDAR

A. The board shall adopt a school calendar which follows all state requirements. TACLS may submit items tc the board for consideration when the school calendar is being structured. The work year shall be one hundred and eighty-three (183) days in length.

B. Delay Days

The calendar adopted may consist of two (2) two-hour delay days for the purpose of in-service, department meetings and/or curriculum mapping.

C. Each year the administration may petition the state Department of Education to permit the district to use waiver days during the work year to use as teacher in-service days.

D. The use of two and three hour delays may be used for calamity purposes. When using a three hour delay, one hour must be added to the end of the school day to meet state requirements.

ARTICLE XI

GRIEVANCE PROCEDURE

A. Introduction and Purpose

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

B. Definition

A grievance is defined as a claim by a teacher or group of teachers, or TACLS (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this negotiation agreement or written Board policy

C. Informal Procedure

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss, when possible, the alleged grievance with his/her principal or superintendent if the alleged violation obviously cannot be resolved by the principal. Said discussions may be held confidentially and personally by the grievant. During the course of this discussion or subsequent discussions, the grievant must indicate that he/she is indeed filing a grievance at the informal level. An informal discussion must be accomplished before procedures in the formal procedures can be instituted.

D. Formal Procedures

1. The grievant shall file a written grievance on the grievance report form no later than twenty (20) work days after the occurrence of the event giving rise to the alleged violation. The grievance shall be filed with the administrator who allegedly violated the contract. Within ten (10) work days of receipt of the written grievance form, the administrator shall meet with the grievant in an effort to resolve the grievance. The administrator shall indicate in writing his/her disposition of the grievance to the grievant within ten (10) work days after such meeting. The grievant may be represented or accompanied by counsel of choice. (If any other action is taken in regard to an alleged grievance, the formal grievance procedure is closed to that grievance.)

2. If the grievant is not satisfied with the disposition at step one, he/she shall within ten (10) work days file a written appeal of the grievance and submit same to the superintendent. Within ten (10) work days the superintendent and/or his designated representative shall meet with the grievant. Within ten (10) work days of the meeting, the superintendent shall indicate in writing his disposition and forward a copy thereof to the grievant and administrator(s) involved. The grievant may be represented or accompanied by counsel of choice.

3. After the receipt of the step two decision, the grievant, if not satisfied, may request the Association to determine whether to proceed to the arbitration step of the procedure.

4. Within fifteen (15) work days after the receipt of the step two decision, the president of the Association or designee may request in writing to the superintendent to have a hearing before an impartial arbitrator.

   Selection of the impartial arbitrator shall be by mutual agreement by a representative of both parties. If agreement cannot be reached within ten (10) work days of the request of the hearing, either party or

the parties jointly may petition the American Arbitration Association to provide a list of seven (7) arbitrators. Either side may reject any list in its entirety. Selection of the arbitrator shall be pursuant to the rules of the American Arbitration Association.

The hearing shall be scheduled to take place at the earliest possible date. The cost of the advisory impartial arbitrator shall be equally shared by the Board and the Association. Each party shall pay the filing fee for a grievance.

The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching a determination.

The arbitrator's binding disposition of the grievance will be forwarded to the Association president or designee and the superintendent. The Board, at its regular or a special meeting, will also take action on the arbitrator's decision and forward to the Association president the results of its action.

Grievance Expenses. If the grievance is sustained, the costs for the services of the arbitrator shall be paid by the Board. If the grievance is denied, the costs for the services of the arbitrator shall be paid by the Association. In the event of a split decision, the arbitrator shall allocate the cost of his/her services between the parties in the percentage to be determined by the arbitrator.

5. General Provisions

A. The time limits provided for in this article shall be strictly observed but may be extended by written agreement of the parties.

B. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with a supervisory person without recourse to grievance procedure.

C. Any grievance must be filed on the authorized grievance form agreed to between the parties. Such form must provide for naming of alleged violation and so state the contention of the employee and shall indicate the relief requested.

D. Any grievance not advanced to the next step within the time limit for that step shall be deemed resolved by the administration's last answer.

E. Any grievance not answered by the administration within the time limit for that step shall permit the grievant to proceed to the next step of the grievance procedure.

F. No reprisal of any kind shall be taken by or against any participants in the grievance procedures by reason of such participation.

G. All grievances, processed responses and dispositions under this grievance procedure provision shall utilize the prescribed grievance procedure forms contained in this negotiated agreement.

H. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.

I. The Association shall receive copies of all communications provided the grievant in the processing of the grievance.

J. Grievances may not be filed more than twenty (20) calendar days after the last contracted work day relative to that current school year.

6. Prescribed Grievance Procedure Forms

All grievances, responses and dispositions processed under the grievance procedure provision of this negotiated agreement shall utilize the prescribed grievance forms given as Exhibit A.

ARTICLE XII

COMPENSATION, FRINGE BENEFITS, AND REIMBURSEMENT

A. Salary Checks and Deductions

All faculty members shall be paid in twenty-six (26) installments. Paydays shall be on scheduled Fridays. All employees shall be required to utilize direct deposit effective July 1, 2011. The employees may choose any bank for direct deposit.

1. Direct deposit notifications will be available on the scheduled Friday payday using secure electronic means.

2. Each teacher shall receive an itemization of the deductions with each check. Deductions will be as follows:

   a. Mandated State Teachers Retirement - this will be deducted

   b. Withholding tax from all checks.

   c. Tax sheltered annuity for those teachers who have contracted for it.

   d. Insurance premiums for those who have contracted for it.

   e. Professional dues for those who have contracted for it will be deducted under the continuous enrollment method.

   f. Cancer aid insurance deductions for those who have contracted for it.

   g. United Way deductions for those who have given approval.

   h. Employees Own Credit Union.

3. Extra-curricular assignments will be paid upon completion of assignment and signed request for payment to treasurer.

4. a. All members of the bargaining unit who are employed more than 50% will receive full benefits with the following exception: all members of the bargaining unit newly hired after July 1, 1994, and working less than full-time shall receive a Board contribution toward hospitalization insurance pro-rated to the length of day worked by the employee. (Example: If an employee is working 75% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 75% of the amount it pays for the premium for a full-time employee.)

   b. All members of the bargaining unit employed less than 50% will receive full benefits except for hospitalization and dental insurance. If they were hired before July 1, 1994, they will receive the equivalent of the single coverage only for hospitalization insurance. If they are newly hired after July 1, 1994, they will receive a Board contribution toward hospitalization insurance pro-rated to the length of day worked by the employee. (Example: If an employee is working 25% of the day, the Board shall contribute an amount toward the premium for hospitalization insurance equal to 25% of the amount it pays for the premium for a full-time employee.) For dental and optical insurance, they will receive the equivalent of the single coverage only.

B. Salary Notices

All members of the certified staff employed at the end of the school year shall receive an annual salary notice prior to the first day of July. Those new employees to the system hired after June 1 will receive a salary notice within 30 days. The salary notice shall give the following:

1. Base salary;

2. Itemized pay for extended time;

3. Total salary;

4. Percent of annual deductions for the State Teachers Retirement System;

5. Percent of contribution by the Central Local Board of Education to the State Teachers Retirement System;

6. Premiums paid by the Central Local Board of Education for all insurance benefits provided to employee;

7. Number of accumulated days of sick leave.

C. Regular Salary Schedule

The salary schedule attached hereto and designated Exhibit "B", shall be implemented by the Board with a base of $31,617 for the 2012-13 school year, a base of $31,617 for the 2013-14 school year, a base of $31,933 for the 2014-15 school year. There will be no "step" advancement for the 2014-15 school year.

Any teacher with a masters plus six (6) semester hours of graduate credit will receive an additional $245.00. Any teacher with a masters plus twelve (12) semester hours of graduate credit will receive $245.00 for each six (6) semester hours of credit above a masters plus (12) semester hours of graduate credit. The hours beyond the masters for which there is compensation must be attained after the issuance date of the masters degree.

D. Supplemental Salary Schedule

The Board shall implement the supplemental salary schedule attached hereto and designated Exhibit "C" for the 2012-13 school year, 2013-14 school year, and 2014-15 school year.

E. Travel Allowance

When the teaching position requires the staff members make home visits, the Board of Education will provide reimbursement. Travel allowance shall be the mileage rate established by the Internal Revenue Service. The payment of the mileage will be contingent upon the employee submitting an itemized statement to the superintendent once each month. The mileage statements shall give the destination of each trip, purpose of the trip and the number of miles.

F. Tutoring and Home Instruction

If a teacher volunteers to tutor individual students or to give home instruction, the rate of pay shall be $25.00 per hour. All tutoring or home instruction must be approved in advance by the superintendent and Board of Education. Payment will be made monthly by the Board of Education upon the presentation of an itemized statement by the teacher rendering the service.

G. Summer School, Evening School and Saturday School

1. Any teacher employed to teach classes in the evening, summer, Saturday, after school intervention or after school detention shall be paid at a rate of $25.00 per hour.

H. Severance Pay

9/27/14

1. Severance pay shall be paid upon retirement, death or disability in the amount of one-third (1/3) of the accumulated sick leave, with the maximum number of days paid for severance pay being sixty (60) days for ~~2009-10~~ 2012-13, sixty (60) days for ~~2010-11~~ 2013-14, and sixty (60) days for ~~2011-12~~ 2014-15. This shall be based upon the daily salary at the time of retirement, death or disability. Retirement and disability are defined as being that point at which the teacher begins receiving benefits from the State Teachers Retirement System. In the case of death, the beneficiary shall be the same as the beneficiary for the State Teachers Retirement System.

9/27/14

2. Any member who becomes eligible for retirement through STRS by obtaining any one of the eligibility categories listed below will receive severance pay from the Board in an amount equal to 50% of his/her unused accumulated sick leave to a maximum of one hundred three (103) days for ~~2009-10~~ 2012-13, one hundred three (103) days for ~~2010-11~~ 2013-14, and one hundred three (103) days for ~~2011-12~~ 2014-15, provided the employee retires between May 28 and June 30 of the school year in which the member first becomes eligible to retire and is actively working for the Board during that school year or is on a paid leave of absence. Eligibility categories read as follows:

   a. 30 years of eligible service credit at any age.
   b. 25 years of eligible service and at least 55 years of age.
   c. 5 years or more of eligible service credit and 60 or more years of age.

   Supplemental contract salaries are not included in the calculation for this provision. In addition, employees applying for and/or receiving disability retirement are not eligible to participate in this plan. In order to implement this provision, an eligible member must resign for retirement purposes effective the last day of the school year with said resignation being received by the Superintendent no later than April 1 of the year the employee first meets any one of the above retirement criteria.

   A member must take advantage of this plan whenever he/she first meets any of the criteria for retirement eligibility set forth by STRS during his/her career or he/she will forfeit the right to this super severance forever.

   A member who takes advantage of this plan forfeits the severance pay provided in Section H-1 of Article XII.

3. Any retiring teacher, whether service or disability retirement or beneficiary in case of death, shall receive his/her severance pay in a lump sum at the time of retirement, death, or disability or after January 1 of the year following if so requested. The payment will be made as early as possible without requiring the district to borrow funds to meet this financial obligation.

I. College Credit Tuition

The Board of Education will pay a maximum collective total of $18,000.00 per school year for the entire bargaining unit. The Board will pay $95.00 per quarter hour or $125.00 per semester hour for credit for teachers who take additional training. Professional leave cannot be used to collect for college credit. These hours are subject to prior approval by the superintendent. The maximum amount that will be paid to each teacher is $800.00 for courses completed during the year (August 1 through July 31). All required documentation must be submitted by August 15 in order to be reimbursed by August 31 if still employed by the Central Local School District for the upcoming school year. In the event the number of teachers seeking tuition reimbursement and the amount to be reimbursed exceeds $18,000, the amount given to each teacher shall be prorated. (Divide the total hours to be reimbursed into $18,000 to get the rate of reimbursement for each hour taken.)

J. Salary Change

Salary can be changed at semester upon the completion of additional hours or degree. The teacher must notify the superintendent and treasurer in writing prior to December 1 of an anticipated change in the payroll and must provide an official transcript showing the additional hours of training at either the end of the quarter or as soon as possible after the close of the first semester.

K. Hospitalization Insurance

The Board shall provide Access Plus 1-A (AC1A) health insurance coverage or High Deductible Health Plan (HDHP) coverage (all as available from the Northern Buckeye Education Council) at the discretion of the employee. The employee will pay a portion of the premium each year. The premium portion paid by the employee will be a pre-tax contribution. The Board will pay an amount not greater than the "applicable percentage" of the cost of AC1A and the employee shall pay the balance. The "applicable percentage" shall be 92% for the 2012-13 school year and 88% for the 2013-14 and 2014-15 school years.

In the event the employee elects HDHP and the premium is less than the "applicable percentage" of the cost of AC1A and the employee elects to make contributions to a Health Savings Account (HSA), the Board will match such HSA contribution in an amount not greater than 50% of the difference between the "applicable percentage" of the cost of AC1A and 100% of the cost of HDHP.

In the event that a husband and wife are both employed by the Board, the Board shall provide either one single plan for each employee or one family plan for the two of them. The employees shall decide which option they wish the Board to provide. A description of benefits is attached as Exhibit "D."

A cash bonus will be paid as follows to employees who do not take health insurance for an entire plan year which shall be defined to be September 1 through August 31 each year of this contract.

L. Life Insurance

The Board will pay 100% of the premium for term life insurance up to $35,000.00 providing the insurance carrier will cover an individual up to $35,000.00.

M. Cash Bonus

1. A cash bonus will be paid as follows to employees who do not take health insurance for an entire plan year which shall be defined to be September 1 through August 31 each year of this contract.

    a. A single person or a person who is only eligible for a single plan under this contract shall receive $500.00 each year he/she does not take health insurance from the board.

    b. If a husband and wife are employed by the Board and neither one takes health insurance from the Board, a $1,250.00 bonus shall be paid to them jointly for their family unit each year.

    c. An employee with a family who does not take health insurance from the Board shall receive a $1,250.00 bonus each year.

    Payment of the above bonus (a-c) does not apply to members employed for less than 50% of a full-time position. Payment of the above bonus (a-c) will be made the first pay day in September for the previous school year.

N. Dental Insurance

The Board shall continue to provide the current dental plan or its equivalent and pay 100% of the premium. However, if a husband and wife are both employed by the Board, the Board shall provide one dental plan for the family and not two separate plans. Specifications and co-insurance amounts are attached as Exhibit "E".

1. The Board shall provide a $100.00 cash bonus each year to a couple when both husband and wife are employed by the Board and only one of them is taking the dental plan.

O. Optical Insurance

The Board shall purchase vision insurance protection for each member of the bargaining unit and his/her family. The Board shall pay 100% of the cost of the following program. A description of the plan is attached as Exhibit F.

$20.00 Co-Payment with exams every 12 months, lenses every 24 months, and frames every 24 months.

P. STRS - "Pick Up"

The Board agrees to designate mandatory contributions to State Teachers Retirement System as "picked up" by the Board on behalf of the employees in the bargaining unit although they shall continue to be designated as employee contributions on the following terms and conditions:

1. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer "pick up."

2. The amount of the employee's income reported by the Board as subject to federal and state income tax shall be the employee's total gross income reduced by the mandated STRS which has been designated as "picked up" by the Board.

3. The amount designated as "picked up" by the Board shall be included in computing all compensation; example, sick leave, supplemental salaries, extended time, final average salary, etc., provided that no employees' total salary is increased by such "pick up" nor is the Board's total contribution to STRS increased thereby.

Q. Hiring Retired Teachers

Terms and salary for hiring retired teachers to certified positions shall be as follows:

1. Teachers who have retired and who are or will be receiving benefits through STRS may be employed by the Central Local School District Board of Education. There shall be no expectation that any such teacher, whether formerly an employee of the Central Local Board of Education or not, will be offered employment. The District reserves the right to offer or not to offer such employment selectively, based on the needs of the District, and no reason will be given for declining to offer such employment to anyone pursuant to this provision.

2. The salary to be paid to the retired teacher shall be based on the appropriate placement on the existing teacher salary schedule training column with years of experience being granted to a teacher hired pursuant to this provision to be determined by the Board, but no fewer than five years or more than ten. Once placed, the teacher will advance on the salary schedule but will not exceed ten at any time. To the extent this provision shall be in conflict with §3317 of the Ohio Revised Code or any other section of the Ohio Revised Code, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

3. Returning retirees are not entitled to any severance benefits or retirement incentive benefits.

4. Individuals employed pursuant to this provision shall secure their health insurance coverage through STRS, if available, rather than utilizing the Board health insurance plan.

5. Teachers employed pursuant to this provision, upon initial employment, shall start with a zero sick leave accumulation balance but shall earn sick leave at the same rate as other members of the bargaining unit.

6. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held.

7. Each one-year contract shall automatically expire upon the completion of the year. If the Board gives the teacher notice by April 30, he/she will not be offered a contract the next year. It shall not be necessary for the District to take formal action to not re-employ the employee pursuant to §3319.11 of the Ohio Revised Code, in order to terminate the employment relationship The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract.

8. In the event of a reduction in force, a teacher employed pursuant to this provision will not be considered to have any seniority over any other teacher although a teacher employed pursuant to this provision will be a member of the bargaining unit in accordance with the negotiated agreement.

9. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the Ohio Revised Code with which they are in conflict including, but not limited to, §3319.11, §3319.111 and §3317 of the Ohio Revised Code.

ARTICLE XIII

PROFESSIONAL MEETING

Teachers desiring to attend professional meetings shall submit their request to the building principal or the superintendent at least ten (10) working days prior to the meeting, exceptions may be granted. Final approval or rejection of the request shall rest with the superintendent.

The Board of Education will help to defray the expenses for attending professional meetings related to the curricular program of the school as follows:

A. Maximum of $20.00 per day for meals.

B. Travel to and from the meeting will be as stated in the negotiated agreement.

C. For one-day meetings, overnight hotel bills to a maximum of $70.00 per person may be approved for distances of more than one hundred (100) miles from Sherwood. For meetings of two (2) or more days, overnight hotel bills to a maximum of $70.00 per person per night may be approved for distances of more than fifty (50) miles from Sherwood.

D. All registration fees.

If another organization or agency is also paying expenses to some degree, this amount will be deducted from the approved rate.

In addition to the daily allowance, the Board of Education will also pay the salary for a substitute teacher for the approved number of days. Days used beyond those granted will cause deductions from the teacher's salary.

ARTICLE XIV

SMOKE FREE BUILDINGS

Beginning with the start of the 1994-95 school year, all of the buildings of the Central Local School District and all of its vehicles shall be smoke free. Smoking areas will be designated outside of each building where employees may smoke during work time.

ARTICLE XV

FAIR SHARE FEE

The Central Local Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, (NEA, OEA, NWOEA, TACLS), or who elect not to remain members.

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction. Termination of membership during the membership year must comply with all OEA and NEA policies and guidelines.

The amount of the fair share fee for each school year is determined by OEA/TACLS and, if paid by payroll deduction, the first deduction will occur on the first pay after January 15 or thirty (30) days after the OEA mails its financial documents to the fair share payer, whichever is later. Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

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

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

Implementation of this fair share fee provision shall begin in the first paycheck received in October, by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become members of the Association during the month of September.

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

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

ARTICLE XVI

PERSONNEL FILES

The official personnel file of each member of the bargaining unit shall be maintained at the superintendent's office. This file shall be kept confidential to the extent permitted by law except that the file may be reviewed by Board members, superintendent, administrators, treasurer, central office secretaries, and those persons authorized to do so in writing by the individual.

All reprimands, evaluations and any derogatory information shall be shown to the employee prior to placement in his/her file and a copy shall be provided to the employee. The employee shall be given the opportunity to initial these documents prior to placement in his/her file. If the employee refuses to initial the document, it may be placed in the file with the notation that the employee refused to initial same. Initialing the document does not constitute agreement with the contents of the document, only that the employee is aware the document is being placed in the file.

In the event an employee wishes to place written rebuttal in his/her file with regard to any material contained in it, he/she shall have the right to do so.

The individual employee shall have the right to review or copy his/her file in the presence of the superintendent or designee during the regular business hours of the superintendent's office. In addition, the employee may review or copy the file in the presence of his/her representative and authorize the review of or copy of his/her file by a representative or other person provided that authorization is given in writing. An employee has the right to one (1) copy of his/her file per year upon request, not to exceed 48 hours, unless otherwise waived.

ARTICLE XVII

MISCELLANEOUS

A. Local Professional Development Committee(s) (LPDC)

The Board will follow state mandated guidelines concerning the Local Professional Development Committee. Teachers on the committee shall be chosen by TACLS. Teachers serving on this committee will not have professional days charged against them. Reimbursement will be the same as in the current Professional Leave language. Teachers serving on the committee will be paid a minimum of $40.00 per hour. The majority on this committee shall be comprised of teachers if that is permitted by the state mandate.

B. Mentoring

The Ohio Department of Education requires that Ohio school districts implement an Entry Year Program. In the event that the County ESC no longer funds and/or operates the Entry Year Program, the parties agree to meet as soon as possible to develop their own program. In developing their own program, the parties will consider the structure previously used under the ESC grant but will keep the compensation as stated in this negotiated agreement unless otherwise agreed to when a new program is developed and approved by both parties.

C. Maintenance of Standards

All conditions of employment shall be maintained at not less than the highest minimum standards in effect at the time this contract is signed, provided that such conditions shall be improved for the benefit of the employees as required by the express provision of this contract. This contract shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless otherwise expressly stated herein.

ARTICLE XVIII

DURATION

This contract shall be effective August 1, 2012, and shall remain in full force and effect through July 31, 2015, at which time it shall expire.

This contract is duly executed by the authorized representatives of the Central Local Board of Education and TACLS on the dates set forth opposite their name.

CENTRAL LOCAL BOARD OF EDUCATION

Dated: 6/15/11 By: _____
President

Dated: 6/15/11 By: _____
Treasurer

TEACHERS ASSOCIATION OF CENTRAL LOCAL SCHOOLS (TACLS)

Dated: 6-15-2011 By: _____
President

Dated: 6/15/2011 By: _____
Bargaining Chairperson

EXHIBIT A

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

^^^^^^^^^^^
Step One

GRIEVANCE REPORT FORM

(TO BE FILED WITH THE PRINCIPAL)

A. Date of Grievance _____

B. (1) Statement of Grievance _____

_____

_____

(2) Relief Sought _____

_____

_____

_____ _____
Grievant Date

^^^^^^^^^^^

C. Disposition by Administrator _____

_____

_____ _____
Signature Date

One copy to each of the following: Grievant, Association Representative and Superintendent

EXHIBIT A (continued)

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

^^^^^^^^^^

Step Two

GRIEVANCE REPORT FORM

(TO BE FILED WITH THE SUPERINTENDENT)

A. Position of Grievance _____

_____

_____

_____ _____
Signature Date

^^^^^^^^^^

B. Disposition by Superintendent _____

_____

_____

_____ _____
Signature Date

One copy to each of the following:

Principal, Grievant and Association Representative

EXHIBIT B

Salary Schedule

YEARS OF SERVICE	BACHELOR'S DEGREE	BACHELOR WITH 150 HOURS	BACHELOR WITH 180 HOURS OR MASTERS	MASTER'S DEGREE +12 HOURS
	index	index	index	index
0	1.00	1.040	1.09	1.1500
1	1.04	1.090	1.15	1.2150
2	1.08	1.140	1.21	1.2800
3	1.12	1.190	1.27	1.3450
4	1.16	1.240	1.33	1.4100
5	1.20	1.290	1.39	1.4750
6	1.24	1.340	1.45	1.5400
7	1.28	1.390	1.51	1.6050
8	1.32	1.440	1.57	1.6700
9	1.36	1.490	1.63	1.7350
10	1.40	1.540	1.70	1.8100
11	1.44	1.590	1.76	1.8750
15	1.49	1.635	1.790	1.9075
19	1.52	1.660	1.820	1.9500
23	1.55	1.685	1.860	1.9925
27	1.58	1.715	1.890	2.030

EXHIBIT B (1)

CENTRAL LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2012

BASE
$31,617

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$31,617	1.0000	$32,882	1.0400	$34,463	1.0900	$36,360	1.1500
1	$32,882	1.0400	$34,463	1.0900	$36,360	1.1500	$38,415	1.2150
2	$34,146	1.0800	$36,043	1.1400	$38,257	1.2100	$40,470	1.2800
3	$35,411	1.1200	$37,624	1.1900	$40,154	1.2700	$42,525	1.3450
4	$36,676	1.1600	$39,205	1.2400	$42,051	1.3300	$44,580	1.4100
5	$37,940	1.2000	$40,786	1.2900	$43,948	1.3900	$46,635	1.4750
6	$39,205	1.2400	$42,367	1.3400	$45,845	1.4500	$48,690	1.5400
7	$40,470	1.2800	$43,948	1.3900	$47,742	1.5100	$50,745	1.6050
8	$41,734	1.3200	$45,529	1.4400	$49,639	1.5700	$52,800	1.6700
9	$42,999	1.3600	$47,109	1.4900	$51,536	1.6300	$54,856	1.7350
10	$44,264	1.4000	$48,690	1.5400	$53,749	1.7000	$57,227	1.8100
11	$45,529	1.4400	$50,271	1.5900	$55,646	1.7600	$59,282	1.8750
15	$47,109	1.4900	$51,694	1.6350	$56,594	1.7900	$60,309	1.9075
19	$48,058	1.5200	$52,484	1.6600	$57,543	1.8200	$61,653	1.9500
23	$49,006	1.5500	$53,275	1.6850	$58,808	1.8600	$62,997	1.9925
27	$49,955	1.5800	$54,223	1.7150	$59,756	1.8900	$64,183	2.0300

EXHIBIT B (2)

CENTRAL LOCAL SCHOOL DISTRICT
SALARY SCHEDULE
EFFECTIVE AUGUST 1, 2013

BASE
$31,617

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE + 12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$31,617	1.0000	$32,882	1.0400	$34,463	1.0900	$36,360	1.1500
1	$32,882	1.0400	$34,463	1.0900	$36,360	1.1500	$38,415	1.2150
2	$34,146	1.0800	$36,043	1.1400	$38,257	1.2100	$40,470	1.2800
3	$35,411	1.1200	$37,624	1.1900	$40,154	1.2700	$42,525	1.3450
4	$36,676	1.1600	$39,205	1.2400	$42,051	1.3300	$44,580	1.4100
5	$37,940	1.2000	$40,786	1.2900	$43,948	1.3900	$46,635	1.4750
6	$39,205	1.2400	$42,367	1.3400	$45,845	1.4500	$48,690	1.5400
7	$40,470	1.2800	$43,948	1.3900	$47,742	1.5100	$50,745	1.6050
8	$41,734	1.3200	$45,529	1.4400	$49,639	1.5700	$52,800	1.6700
9	$42,999	1.3600	$47,109	1.4900	$51,536	1.6300	$54,856	1.7350
10	$44,264	1.4000	$48,690	1.5400	$53,749	1.7000	$57,227	1.8100
11	$45,529	1.4400	$50,271	1.5900	$55,646	1.7600	$59,282	1.8750
15	$47,109	1.4900	$51,694	1.6350	$56,594	1.7900	$60,309	1.9075
19	$48,058	1.5200	$52,484	1.6600	$57,543	1.8200	$61,653	1.9500
23	$49,006	1.5500	$53,275	1.6850	$58,808	1.8600	$62,997	1.9925
27	$49,955	1.5800	$54,223	1.7150	$59,756	1.8900	$64,183	2.0300

EXHIBIT B (3)

SALARY SCHEDULE

EFFECTIVE AUGUST 1, 2014

BASE

$31,933

YEARS OF SERVICE	BACHELOR'S DEGREE		BACHELOR WITH 150 HOURS		BACHELOR WITH 180 HOURS OR MASTERS		MASTER'S DEGREE +12 HOURS	
	Salary	Index	Salary	Index	Salary	Index	Salary	Index
0	$31,933	1.0000	$33,211	1.0400	$34,807	1.0900	$36,723	1.1500
1	$33,211	1.0400	$34,807	1.0900	$36,723	1.1500	$38,799	1.2150
2	$34,488	1.0800	$36,404	1.1400	$38,639	1.2100	$40,874	1.2800
3	$35,765	1.1200	$38,000	1.1900	$40,555	1.2700	$42,950	1.3450
4	$37,043	1.1600	$39,597	1.2400	$42,471	1.3300	$45,026	1.4100
5	$38,320	1.2000	$41,194	1.2900	$44,387	1.3900	$47,101	1.4750
6	$39,597	1.2400	$42,790	1.3400	$46,303	1.4500	$49,177	1.5400
7	$40,874	1.2800	$44,387	1.3900	$48,219	1.5100	$51,253	1.6050
8	$42,152	1.3200	$45,984	1.4400	$50,135	1.5700	$53,328	1.6700
9	$43,429	1.3600	$47,580	1.4900	$52,051	1.6300	$55,404	1.7350
10	$44,706	1.4000	$49,177	1.5400	$54,286	1.7000	$57,799	1.8100
11	$45,984	1.4400	$50,774	1.5900	$56,202	1.7600	$59,875	1.8750
15	$47,580	1.4900	$52,211	1.6350	$57,160	1.7900	$60,913	1.9075
19	$48,538	1.5200	$53,009	1.6600	$58,118	1.8200	$62,270	1.9500
23	$49,496	1.5500	$53,807	1.6850	$59,396	1.8600	$63,627	1.9925
27	$50,454	1.5800	$54,765	1.7150	$60,354	1.8900	$64,824	2.0300

There will be no "step" advancement for the 2014-15 school year.

EXHIBIT C

SUPPLEMENTAL SALARY SCHEDULE

The supplemental salary schedule will utilize the following index based upon the beginning salary. Year of experience shall be defined as the number of years at the current position within the last seven years for the Central Local Schools. There is one exception under Activity: Coaching -- if a coach accepts a position at a lower level within the same sport, there will be no loss of years of experience. Seventh, eighth and ninth grades are considered to be of the same level. If there is more than one coach/advisor allowed, indicated with a number at the end of the title, and if there are fewer employed than the number specified, the person(s) obtaining said position will be paid equivalent of the number listed at the end of the title.

	Experience	
ATHLETICS	0-4 Years	5 Years
Athletics Director (1)	.2200	.2600
FOOTBALL		
Varsity Football (1)	.2017	.2400
Varsity Assistant Football (1)	.1233	.1500
Varsity Assistant Football (3)	.1000	.1200
7th/8th Grade Football (1)	.0650	.0800
7th/8th Grade Asst. Football (1)	.0550	.0635
VOLLEYBALL		
Varsity Volleyball (1)	.1617	.1900
Varsity Assistant Volleyball (1)	.0933	.1150
8th Grade Volleyball (1)	.0650	.0800
7th Grade Volleyball (1)	.0625	.0720
CROSS COUNTRY		
Varsity 7/8th Cross Country Boys (1)	.1225	.1450
Varsity, 7/8th Cross Country Girls (1)	.1225	.1450
GOLF		
Varsity Golf – Boys & Girls (1)	.1267	.1500
Varsity Assistant Golf – Boys & Girls (1)	.0733	.0900
BOYS BASKETBALL		
Varsity Boys Basketball (1)	.2017	.2400
Varsity Assistant Boys Basketball (1)	.1233	.1500
Freshman Basketball (1)	.0650	.0800
8th Grade Boys Basketball (1)	.0650	.0800
7th Grade Boys Basketball (1)	.0625	.0720
GIRLS BASKETBALL		
Varsity Girls Basketball (1)	.2017	.2400
Varsity Assistant Girls Basketball (1)	.1233	.1500
Freshman Basketball (1)	.0650	.0800
8th Grade Girls Basketball (1)	.0650	.0800
7th Grade Girls Basketball (1)	.0625	.0720

EXHIBIT C – SUPPLEMENTAL SALARY SCHEDULE CONT'D

WRESTLING		
Varsity Wrestling (1)	.1617	.1900
Varsity Assistant Wrestling (1)	.0933	.1150
7th & 8th Grade Wrestling (1)	.0650	.0800
TRACK		
Varsity Track – Boys & Girls (1)	.1367	.1600
Varsity Assistant Boys & Girls (1)	.0783	.0950
Varsity Assistant Boys & Girls (1)	.0700	.0850
7th & 8th Grade Boys Track (1)	.0550	.0635
7th & 8th Grade Girls Track (1)	.0550	.0635
BASEBALL		
Varsity Baseball (1)	.1367	.1600
Varsity Assistant Baseball (1)	.0783	.0950
SOFTBALL		
Varsity Softball (1)	.1367	.1600
Varsity Assistant Softball (1)	.0783	.0950
CHEERLEADING		
Varsity Cheerleading (1)	.1617	.1900
Varsity Assistant Cheerleading (1)	.0933	.1150
7th & 8th Grade Cheerleading (1)	.0350	.0450
MISC. ATHLETICS		
Ticket Manager (1)	.1200	.1400
Mat Maid Advisor (1)	.0350	.0450
Weightlifting (1)	.0500	.0600
Weightlifting Assistant (1)	.0300	.0400
NON-ATHLETICS		
Band Activities Director (1)	.1500	.1800
Asst. Band Activities Director (1)	.0900	.1100
Band Guard Advisor (1)	.0150	.0200
Chorus Activities Director (1)	.0900	.1100
FCCLA Advisor (1)	.0400	.0500
FFA Advisor (1)	.0400	.0500
Foreign Language Advisor (1)	.0300	.0400
Junior Class Advisor (1)	.0150	.0200
Math Club Advisor (1)	.0400	.0500
Majorette Advisor (1)	.0150	.0200
NHS Advisor (1)	.0400	.0500

EXHIBIT C – SUPPLEMENTAL SALARY SCHEDULE CONT'D.

Mentor/Teacher	.0250	.0350
Mentor/Coordinator (1)	.0272	.0372
Paper – High School Advisor (1)	.0500	.0600
Paper – Middle School Advisor (1)	.0400	.0500
Passport Advisor (1)	.0500	.0600
SAE Advisor	.0300	.0400
HS Scholastic Team Advisor (1)	.0500	.0600
Student Council – High School Advisor (1)	.0400	.0500
Student Council – Middle School Advisor (1)	.0150	.0200
Senior/Freshman Advisor (1)	.0150	.0200
Sophomore Class Advisor (1)	.0900	.1100
Assistant Sophomore Class Advisor (1)	.0425	.0550
Varsity Club Advisor (1)	.0400	.0500
Yearbook Advisor (1)	.1000	.1200
VICA	.0300	.0400
MS Scholastic Team Advisor (1)	.0350	.0450
DEPARTMENT HEADS		
Grades 6-12 Language Arts (1)	.0500	.0600
Grades 6-12 Math (1)	.0500	.0600
Grades 6-12 Science (1)	.0500	.0600
Grades 6-12 Social Studies (1)	.0500	.0600
LEAD TEACHER		
Kindergarten (1)	.0125	.015
Grade 1 (1)	.0125	.015
Grade 2 (1)	.0125	.015
Grade 3 (1)	.0125	.015
Grade 4 (1)	.0125	.015
Grade 5 (1)	.0125	.015
Elementary Related Arts (1)	.0125	.015
Elementary Special Education/Intervention (1)	.0125	.015

NOTE: Yearly rotation of lead teacher position.

EXHIBIT D (1)

SCHEDULE OF COVERED MEDICAL EXPENSES

BENEFITS and PROVISIONS	Access+ 1A Plan	
	In-Network	Out-of-Network
Calendar Year Deductible *(taken before benefits are payable unless waived). Charges applied to Deductible during last three months of a Calendar Year also apply toward Deductible for the next Calendar Year.*	$350/person $700/family	$750/person $1,500/family
	In and Out of Network Deductible amounts are separately tracked	
Out-of-Pocket Maximum per Calendar Year *(excludes Deductibles). After amount is reached, 100% level of benefits applies for that Calendar Year. Co-pays, penalties, expenses not covered, and amounts over Plan maximums do not apply to, and are not affected by, this provision.*	$1,500/person $3,000/family	$3,000/person $6,000/family
	In and Out of Network Out of Pocket Maximum amounts are separately tracked	
ANNUAL BENEFIT MAXIMUM	**$3,000,000 per person**	
Benefits subject to the penalty as stated per occurrence *(in addition to Deductible)* when pre-certification procedures are not followed.	**TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD**	

PRESCRIPTION DRUG COVERAGE

Prescription Drug Card Benefit *(up to 34-day supply through participating pharmacies)* Deductible does not apply	• $10 co-pay Generic • $20 co-pay Formulary Brand • $30 co-pay Non-Formulary Brand NOTE: ***Maintenance drugs must be filled through Mail Order after 3 pharmacy fills.***
Mail Order Drug Benefit *(up to 90-day supply through Mail Order vendor)* Deductible does not apply	• $20 co-pay Generic • $40 co-pay Formulary Brand • $60 co-pay Non-Formulary Brand
Penalty for purchasing non-Generic when Generic Drug is Available	For both the Drug Card and Mail Order Drug benefit, if a Covered Person purchases a brand name medication when a generic is available, then, in addition to the brand co-pay, he must also pay the difference in price between the generic and brand medication.

EXHIBIT D (2)

SCHEDULE OF COVERED MEDICAL EXPENSES

BENEFITS and PROVISIONS	HDHP Plan	
	In-Network	Out-of-Network
Calendar Year Deductible ***There is no limit to the amount that any one person may apply towards the family deductible. However, note that the entire family deductible amount must be met before any benefits are payable for any individual in the family (except for Wellness benefits where Deductible is waived).***	$1,500/Employee only Plan $3,000/family Plan*	$1,500/Employee Only Plan $3,000/family Plan*
	In and Out of Network Deductible amounts are combined toward the annual maximums.	
Out-of-Pocket Maximum per Calendar Year *(excludes Deductibles). After amount is reached, 100% level of benefits applies for that Calendar Year.* ***Penalties, expenses not covered and amounts over Plan maximums do not apply to, and are not affected by, this provision.***	$1,000/person $2,000/family	$2,000/person $3,000/family
	In and Out of Network Out of Pocket Maximum amounts are separately tracked	
ANNUAL BENEFIT MAXIMUM	**$3,000,000 per person**	
Benefits subject to the penalty as stated per occurrence ***(in addition to Deductible)*** when pre-certification procedures are not followed.	**TO PRE-CERTIFY, CALL THE TOLL-FREE NUMBER ON YOUR ID CARD**	

PRESCRIPTION DRUG COVERAGE

Prescription Drug Card Benefit *(up to 34-day supply through participating pharmacies)* Covered drugs may be obtained through participating pharmacies and paid at 100% "out of pocket" (note that substantial discounts are available through these pharmacies) until the In-Network Calendar Year Deductible is met. After that Deductible is met, additional covered drugs are available at the co-pays shown at right for the remainder of that Calendar Year.	The following co-pays per prescription or refill apply **only after** the In-Network Calendar Year Deductible is met. These co-pays will apply to the In-Network Out of Pocket Maximum. • $10 co-pay Generic • $25 co-pay Formulary Brand • $45 co-pay Non-Formulary Brand
Mail Order Drug Benefit *(up to 90-day supply through Mail Order vendor)* Covered maintenance drugs may be obtained through contracted Mail Order Program and paid at 100% "out of pocket" (note that substantial discounts are available through this program) until the In-Network Calendar Year Deductible is met. After that Deductible is met, additional covered drugs are available at the co-pays shown at right for the remainder of that Calendar Year.	The following co-pays per prescription or refill apply **only after** the In-Network Calendar Year Deductible is met. . These co-pays will apply to the In-Network Out of Pocket Maximum. • $20 co-pay Generic • $40 co-pay Formulary Brand • $60 co-pay Non-Formulary Brand

EXHIBIT E

DENTAL INSURANCE

The Board shall purchase through Northern Buckeye Education Council, dental insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board. Furthermore, the co-insurance amounts as listed below shall be based upon reasonable and customary charges.

Specifications:

Maximum Benefits per Covered person	$1,000.00 per year
Deductible - Individual	$ 25.00 per year
Deductible - Family	$ 50.00 per year

Co-Insurance Amounts:

Diagnostic and Preventive Services	100%
Routine Dental Services	80%
Major Dental Services	60%
Orthodontic Services	60% (Maximum $1,000)

EXHIBIT F

VISION INSURANCE

The Board shall purchase through Northern Buckeye Education Council, vision insurance coverage, for each member of the bargaining unit and his/her eligible dependents, equal to or exceeding the specifications below. The full cost of this program and any increases thereof, shall be paid by the Board.

Specifications:

$20.00 copay every 12 months
WellVision Exam® Every 12 Months

- Focuses on your eye health and overall wellness.

Prescription Glasses

- Lenses Every 24 Months
  - Single vision, lines bifocal, and lined trifocal lenses.
- Frames Every 24 Months
  - $120.00 allowance for frame of your choice.
  - 20% off the amount over your allowance.

~OR~

- **Contact Lenses** Every 24 Months
  - $120 allowance for contacts and the contact lens exam (*fitting and evaluation*).
  - 15% off cost of contact lens exam (*fitting and evaluation*).
  - Current soft contact lens wearers may qualify for a special program that includes a contact lens evaluation and initial supply of lenses.

Diabetic Eyecare Program $5.00 Copay

- Services related to Type 1 Diabetes, visit vsp.com or ask your VSP doctor for details.

Extra Discounts and Savings

- Average 35-40% savings on all non-covered lens options.
- 30% off additional glasses and sunglasses, including lens options, from the same VSP doctor on the same day as your WellVision Exam. Or get 20% off from any VSP doctor within 12 months of your last WellVision Exam.
- **Laser Vision Correction**
  - Average 15% off the regular price or 5% off the promotional price. Discounts only available from contracted facilities.
  - After surgery, use your frame allowance (*if eligible*) for sunglasses from any VSP doctor.

EXHIBIT G - EVALUATION FORM

CENTRAL LOCAL SCHOOL DISTRICT

Board Approved 1-3-95

CLASSROOM OBSERVATION REPORT
SCHOOL TERM: _____

TEACHER'S NAME: _____ BUILDING: _____

GRADE LEVEL OR SUBJECT: _____ DATE OF OBSERVATION: _____

TIME OF OBSERVATION: _____ TO _____

ACTIVITY OBSERVED: _____

A – Satisfactory B - Needs Improvement N/A – Not Applicable to this Report

Personal Qualities	A	B	N/A
1. Warm and friendly manner	____	____	____
2. English usage	____	____	____
3. Tactful and considerate of student's opinions and feelings	____	____	____
4. Enthusiasm for teaching	____	____	____
Planning and Preparation			
1. Recognizes student's individual needs and differences	____	____	____
2. Prepared for the lesson	____	____	____
3. Knowledge of subject area	____	____	____
4. Skill in presenting subject area: directions, discussion, understanding	____	____	____
5. Makes use of available teaching materials and/or outside resources	____	____	____
Discipline			
1. Teacher has rapport and respect of students	____	____	____
2. Ability to develop good work habits and attitudes	____	____	____
3. Students develop proper citizenship	____	____	____
4. Students respect school property	____	____	____
5. Classroom control and discipline	____	____	____
Classroom Management			
1. Starts and dismisses class on time	____	____	____
2. Class is organized for the lesson	____	____	____
3. Teacher moves throughout the classroom	____	____	____
4. Completes routine tasks	____	____	____
5. Makes use of bulletin boards	____	____	____
6. Room is neat and orderly	____	____	____
7. Proper care and use of materials and supplies	____	____	____
8. Uses varied methods of instruction	____	____	____
Professional Responsibilities			
1. Is punctual in the performance of duties	____	____	____
2. Assists in general building discipline and supervision	____	____	____
3. Rapport and communication with staff, parents, and community	____	____	____
4. Cooperates with the administrative staff	____	____	____
5. Communicates with the principal on any change in procedure that has previously been stated	____	____	____

CLASSROOM OBSERVATION REPORT CONTINUED

Responsibilities Associated with the Teaching Position

1.	Appropriate dress and personal appearance	____	____	____
2.	Has reasonable grading standards	____	____	____
3.	Homework requirements are reasonable	____	____	____
4.	Cooperation with the county office staff	____	____	____
5.	Professional ethics, responsibility, and educational growth	____	____	____

Comments

The teacher's signature indicates the teacher has read and discussed the observation report with the building principal. The teacher's signature does not mean he or she agrees with the evaluation as completed by the building principal. Certain items may have been omitted because judgment could not be made at this time.

Teacher's Signature _____ Date _____

Principal's Signature _____ Date _____